

For information on
19 April 2016

Legislative Council Panel on Manpower

Draft Code of Practice for Employment Agencies

Purpose

This paper briefs Members and seeks their views on the draft Code of Practice (draft CoP) for Employment Agencies (EAs).

Background

2. At present, EAs in Hong Kong are regulated by Part XII of the Employment Ordinance (EO) (Cap. 57) and the Employment Agency Regulations (EAR) (Cap. 57A). According to section 51(1) of EO, any person who wishes to operate an EA¹ in Hong Kong is required to obtain a licence or a Certificate of Exemption from the Commissioner for Labour (C for L), or otherwise he/she may be held liable for an offence. At present, there are about 2 900 licensed EAs, amongst which 1 400 are EAs providing placement service of foreign domestic helpers (FDHs) (herein after referred to as “FDH EAs”).

3. The Employment Agencies Administration (EAA) of the Labour Department (LD) is responsible for enforcing the above legislation. It ensures that EAs would operate in compliance with the laws through conducting regular and surprise inspections, complaint investigations, as well as instituting prosecutions against EAs which are suspected of breaching the laws.

4. The Government has all along been taking stringent enforcement actions against EAs which have violated EO and EAR, in particular against their involving in unlicensed operation and overcharging of commission from job-seekers. LD will initiate investigation immediately upon receipt of complaints; where there is sufficient evidence, prosecution will be instituted accordingly. Having regard to public expectations and concerns, especially those from employers and job-seekers (with particular regard to the situation of FDHs) on services of EAs, EAA has strengthened the manpower in the past two

¹ An EA is defined under section 50(1) of EO as “a person who operates a business the purpose of which is to obtain employment for another person; or to supply the labour of another person, to an employer, whether or not the person who operates the business will derive any pecuniary or other material advantage from either the employer or such other person”.

financial years to strengthen the monitoring of EAs by increasing the annual inspection targets to EAs from 1 300 to 1 800 inspections each year (representing a 38% increase).

5. In 2013, 2014 and 2015, LD conducted 1 341, 1 806 and 1 803 inspections respectively to EAs across the territory, amongst which 1 013 (76%), 1 352 (75%) and 1 348 (75%) were inspections to FDH EAs. In the first three months of 2016, LD conducted 563 inspections to EAs across the territory, amongst which 422 (75%) were inspections to FDH EAs. In 2014, LD successfully prosecuted four EAs, amongst which one was convicted of overcharging commission from job-seekers; whereas in 2015, a total of 12 EAs were prosecuted by LD, amongst which nine were convicted of overcharging commission from job-seekers. In 2014 and 2015, C for L revoked/refused to renew licences to five EAs each year, for reasons including the licensee being convicted of overcharging commission from FDHs, unlicensed operation before a licence was granted, perverting the course of public justice, as well as the licensee was considered by C for L on reasonable grounds that he/she was not a fit and proper person to operate an EA.

6. To promote professionalism and quality service in the EA industry, C for L is promulgating a CoP for EAs to follow during their operations. The draft CoP is at **Annex**. LD is conducting a consultation on the draft CoP, the consultation period of which will end on 17 June 2016.

Content of the draft CoP

7. The draft CoP consists of five chapters and eight appendices. Of these, Chapter 3 lists out salient legislative requirements that EA licensees must follow. They are by no means exhaustive and EAs shall ensure that their operations are in full compliance with all laws of Hong Kong at all times.

8. Section 53(1) of EO sets out the grounds upon which C for L may refuse to issue or renew, or may revoke an EA licence. C for L may exercise such power if he/she is satisfied on reasonable grounds that –

- (a) the name under which the EA is operated or is intended to be operated –
 - (i) is identical with the name of another EA which is being, or has been, carried on by another person; or
 - (ii) so nearly resembles the name of another EA as to be likely to deceive the public;
- (b) the EA is being, or is likely to be, used for unlawful or immoral purposes; or
- (c) the person operating, or intending to operate, the EA –

- (i) is an undischarged bankrupt;
- (ii) has, within the preceding five years, been convicted of an offence against the person of a child, young person or woman or of an offence involving membership of a triad society, fraud, dishonesty or extortion;
- (iii) has knowingly furnished to C for L any false or misleading information in connection with his/her application for the issue or renewal of the licence;
- (iv) has contravened any provision of Part XII of EO or any regulation made under section 62 of EO; or
- (v) is not, for any other reason, a fit and proper person to operate an EA.

In this connection, section 53(1)(c)(v) empowers C for L to take into account all relevant facts in determining whether a person is fit and proper to operate EA business, and Chapter 4 of the draft CoP provides elaboration in this regard.

9. Without prejudice to C for L's power to consider all relevant facts in determining whether a person is fit and proper to operate EA business, Chapter 4 of the draft CoP sets out the minimum standards which C for L expects from EA licensees in operating their business. Apart from complying with the statutory requirements (particularly those set out in Chapter 3) at all times, whether an EA licensee or an applicant can meet the standards set out in Chapter 4 is one of the important factors which C for L will take into account when considering if a person is a fit and proper person to operate an EA.

10. The standards set out in Chapter 4 cover all aspects in operating an EA, including –

- (a) Management's responsibilities;
- (b) Display of notices as required by law and government authorities;
- (c) Act honestly and exercise due diligence;
- (d) Maintain transparency in business operations;
- (e) Draw up service agreements with job-seekers and with employers;
- (f) Provision of payment receipts;
- (g) Provision of the employment contract to the contracting parties;
- (h) Maintain professional knowledge and stay up to date with latest laws and regulations relating to the industry;

- (i) Promote job-seekers' and employers' awareness of their rights and obligations;
- (j) Adopt good record management practices; and
- (k) Avoid involving in financial affairs of job-seekers.

11. Amongst the standards set out in Chapter 4, some of them are particularly relevant to FDH EAs. Whether EAs could meet such standards is one of the important factors which will be taken into account by C for L when issuing licences to or renewing licences for FDH EAs (please refer to paragraph 9 above).

12. To facilitate EAs' compliance and for ease of reference by FDHs and their employers, LD has also provided some sample forms in the Appendices of the draft CoP, including:

- (i) Sample record sheet for keeping information of job-seekers;
- (ii) Sample service agreements which EAs should respectively draw up with FDH job-seekers and FDH employers;
- (iii) Sample resume of FDH job-seekers;
- (iv) Sample receipts from EAs for FDH job-seekers and FDH employers;
- (v) Sample wage receipt for FDHs;
- (vi) Sample letter of termination of SEC initiated by FDHs and by FDH employers; and
- (vii) Sample receipt for payment upon termination/expiry of SEC.

EAs may, having regard to their own business operations, add further details/items to the above sample forms as they deem it appropriate.

13. In relation to the implementation of the CoP, LD may issue warning letters to EAs for rectification of irregularities detected (which may include but not limited to failing to meet the statutory requirements and/or standards set out in the CoP). C for L may also consider, amongst other relevant factors, the relevant track record² of the EAs and/or their capability of meeting such requirements/standards, in making decision of revoking or refusing to issue or renew EA licenses under section 53(1) of EO.

² For example whether systematic and intentional abuse has been detected or EAs have persistently failed to meet the requirements and / or standards set out in this CoP, as well as records of failure to rectify upon warning of LD, etc..

14. To enhance transparency, LD will publish a list of licensed EAs at its website for verification by members of the public. LD will also issue press statements and publish such on its website upon an EA being convicted, and/or the licence of an EA has been revoked or refused for renewal.

The Consultation Exercise

15. The Secretary for Labour and Welfare has already notified the relevant Consulates-General about the draft CoP. LD has also uploaded the draft CoP to its website (www.labour.gov.hk/en/copconsultation.htm), and has provided a copy of the draft CoP to various stakeholders, including the EA associations, EAs, FDH employers groups and FDH groups. LD will later arrange consultation sessions for different stakeholder groups, while other parties may send in their views in writing.

Way Forward

16. LD will collect views in the consultation period as mentioned in paragraph 6 above so as to further refine the CoP, and will publish in due course the details regarding the CoP. LD will closely monitor the effectiveness of the CoP (please refer to paragraph 13 above). If the effectiveness of the CoP is far from satisfactory, LD may consider adopting other means including, inter alia, seeking legislative amendments to EO and/or EAR to suitably regulate the industry.

Public Education

17. Apart from introducing the CoP to tighten regulation, LD will also continue with its public education efforts to enhance the professionalism and service quality of the EA industry, as well as promoting the awareness of job-seekers and their employers about their rights and obligations, and the points to note when engaging an EA. In this regard, LD has published a simple and easy to understand leaflet this month (April), setting out the respective “Do’s” and “Don’ts” for FDHs, employers and EAs. The leaflet is available in Chinese, English, Tagalog and Indonesian languages (with the Tagalog and Indonesian versions to be available shortly), and is distributed through offices of LD, the Immigration Department and the Public Enquiry Services Centre of District Offices of the Home Affairs Department. It is also available at LD’s website (http://www.labour.gov.hk/en/publc/pdf/Dos_and_Donts_Leaflet_Eng.pdf).

Advice Sought

18. Members are invited to offer their views on the draft CoP.

Labour and Welfare Bureau
Labour Department
April 2016

Annex

Draft Code of Practice for Employment Agencies



勞工處
Labour Department

This Code of Practice is issued free of charge and can be obtained from the Employment Agencies Administration of the Labour Department. Its contents can also be downloaded from the Labour Department website. Except for advertisement, endorsement or commercial purposes, this Code of Practice may be freely reproduced/extracted without prior written permission from the Labour Department provided that the party producing/extracting this Code has acknowledged the source as "Code of Practice for Employment Agencies published by the Labour Department". For detailed legislative requirements governing the operation of employment agencies in Hong Kong, please refer to the relevant legislation. The Labour Department has also published a "Practical Guide for Operating an Employment Agency" which sets out the procedures for making various applications and notifications to the Labour Department as required under the Employment Ordinance (Cap. 57), and the Employment Agency Regulations (Cap. 57A).

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Chapter 1

Introduction

- 1.1 The Commissioner for Labour (C for L) regulates employment agencies (EAs) through licensing, conducting regular and surprise inspections, as well as complaint investigation pursuant to Part XII of the Employment Ordinance (EO) (Cap. 57) and the Employment Agency Regulations (EAR) (Cap. 57A). These legal provisions apply to all EAs in Hong Kong and an EA is defined under section 50(1) of EO as “a person who operates a business the purpose of which is to obtain employment for another person; or to supply the labour of another person, to an employer, whether or not the person who operates the business will derive any pecuniary or other material advantage from either the employer or such other person”.
- 1.2 Section 53(1) of EO specifies the conditions that C for L may refuse to issue or renew an EA licence, or may revoke an EA licence. C for L may exercise such power if he/she is satisfied on reasonable grounds that –
 - (a) the name under which the EA is operated or is intended to be operated –
 - (i) is identical with the name of another EA which is being, or has been, carried on by another person; or
 - (ii) so nearly resembles the name of another EA as to be likely to deceive the public;
 - (b) the EA is being, or is likely to be, used for unlawful or immoral purposes; or
 - (c) the person operating, or intending to operate, the EA –
 - (i) is an undischarged bankrupt;
 - (ii) has, within the preceding five years, been convicted of an offence against the person of a child, young person or woman or of an offence involving membership of a triad society, fraud, dishonesty or extortion;
 - (iii) has knowingly furnished to C for L any false or misleading information in connection with his/her application for the issue or renewal of the licence;

- (iv) has contravened any provision of Part XII of EO or any regulation made under section 62¹ of EO; or
 - (v) is not, for any other reason, a fit and proper person to operate an EA.
- 1.3 Having regard to public expectations and concerns, especially those from employers and job-seekers (with particular regard to the situation of foreign domestic helpers (FDHs)) on services of EAs, C for L is promulgating this Code of Practice (CoP) for EAs to follow when operating business. The CoP should help promote professionalism and quality service in the EA industry.
- 1.4 This CoP consists of two major parts, namely Chapters 3 and 4. Chapter 3 of this CoP restates the salient legislative requirements in EO and EAR that EA licensees must follow when operating their business. It also sets out the provisions of other legislation which are considered most relevant to the operation of EAs and which EA licensees must also observe.

¹ According to section 62 of EO, the Chief Executive in Council may make regulations for all or any of the following purposes-

- (a) prescribing the procedure for the issue of licences and certificates of exemption (CoE);
- (b) fixing the fees to be paid for the issue and renewal of a licence or CoE and the method of payment of such fees;
- (c) prescribing the procedure to be followed when a licensee or holder of a CoE -
 - (i) ceases to operate his EA; or
 - (ii) changes the place of business of his EA;
- (d) prescribing the procedure to be followed when-
 - (i) a company is issued with a licence or CoE; and
 - (ii) there is a change in the management of the company;
- (e) requiring a licensee and the holder of a CoE to display his licence or CoE conspicuously at the place of business of the EA;
- (f) providing for the publication in the Gazette of particulars of all licences and CoE;
- (g) prescribing the nature of services in respect of which an EA may charge and receive any fee, commission or expenses;
- (h) prescribing the maximum fees and charges which may be charged and received by an EA;
- (i) prescribing any thing which is to be or may be prescribed under Part XII of EO; and
- (j) generally for the better carrying out of the provisions and purposes of Part XII of EO.

EAR is made under section 62 of EO.

- 1.5 Chapter 4 of this CoP sets out the factors which C for L may take into account when exercising his/her power of granting, renewing, revoking or refusing to renew EA licences under section 53(1) of EO. Specifically, section 53(1)(c)(v) of EO gives C for L the power to refuse the granting or renewing, or revoking an EA licence if he/she is satisfied on reasonable grounds that the person is, for any other reasons, not a fit and proper person to operate an EA. The factors set out in this Chapter are the minimum standards which C for L expects from EA licensees, the director(s) of the company (which are referred to as “company directors” herein thereafter), and/or the “nominated operator”². Meeting the standards in this Chapter is a factor, among other relevant considerations, that C for L may take into account when assessing whether one is qualified as a fit and proper person to operate an EA.
- 1.6 To enhance transparency, the Labour Department (LD) will publish a list of licensed EAs at its website for verification by members of the public. LD will also publish press statements and post them on its website when an EA has been convicted, and/or the licence of an EA has been revoked or its application for renewal has been refused.
- 1.7 This CoP should be read by all EA licensees, company director(s), nominated operator, personnel and staff, as well as parties interested in joining the EA business. It should be stressed that this CoP is **NOT** a replacement of EO and EAR. EO, EAR, the Immigration Ordinance (IO) (Cap. 115), the Trade Descriptions Ordinance (TDO) (Cap. 362), the Personal Data (Privacy) Ordinance (PDPO) (Cap. 486), and all other relevant laws of Hong Kong (including the anti-discrimination legislation) remain the sole authority for the provisions explained in this CoP. EA licensees, company director(s), nominated operator and applicants for EA licences shall refer to the relevant provisions at all times. In case of doubt, EAs (or applicants for EA licences) can approach:

² According to regulation 7 of EAR, “a company to which a licence is issued shall notify C for L in writing of the name of the person appointed by the company to operate, manage, or assist in the management of, the employment agency to which the licence relates”. This appointed person is defined as the “nominated operator” under paragraph 2.1 of this CoP.

- (a) the Employment Agencies Administration (EAA) of LD for enquiry on EO and EAR,
- (b) ImmD for enquiry on IO,
- (c) the Customs & Excise Department (C&ED) for enquiry on TDO,
- (d) the Office of the Privacy Commissioner for Personal Data (PCPD) for enquiry on PDPO, and
- (e) the Equal Opportunities Commission (EOC) for enquiry relating to anti-discrimination legislation.

It is also important to note that compliance with this CoP does not in itself confer immunity from legal obligations in Hong Kong.

- 1.8 LD reserves the right to amend and update this CoP as and when necessary, particularly having regard to legislative changes and practices of EAs.
- 1.9 LD will closely monitor the effectiveness of the CoP, particularly whether EAs have been meeting the standards set out in Chapter 4 of this CoP. In case the CoP could not achieve its objective, LD may consider adopting other means including, inter alia, seeking legislative amendments to EO and/or EAR to suitably regulate the industry.

Interpretation and Abbreviations

2.1 Interpretation

2.1.1 In this CoP –

“**duplicate licence**” (牌照複本) means a duplicate of a licence issued under section 52 of EO for each branch location of an EA where a licensee operates an EA at more than one place of business.

“**employment agency**” (職業介紹所) means a person who operates a business the purpose of which is-

- (a) to obtain employment for another person; or
- (b) to supply the labour of another person to an employer,

whether or not the person who operates the business will derive any pecuniary or other material advantage from either the employer or such other person.

“**employment agency staff**” (職業介紹所職員) means an employee or any other personnel who is authorised by the licensee, company director(s), and/or nominated operator to stay in the EA and who will have dealings with job-seekers and employers.

“**foreign domestic helper**” (外籍家庭傭工) means a person who is admitted into Hong Kong for full-time, live-in employment with a specific employer to perform domestic duties at the employer’s residence specified in the Standard Employment Contract (SEC) (ID 407).

“**nominated operator**” (被提名經營者) means the person appointed by the company to which a licence is issued to operate, manage, or assist in the management of, the EA in accordance with regulation 7 of EAR.

“prescribed commission” (訂明佣金) means the maximum commission which may be received by an EA as specified in the Second Schedule of EAR, which is no more than 10% of the first month’s wages received by the job-seeker after he/she has been placed in employment by EA.

“prescribed records and returns” (訂明的紀錄及申報表) means a record maintained by a licensee as required under section 56 of EO of all job-seekers registered with his/her EA containing the person’s name, address, Hong Kong Identity Card (HKID) number (or in the case of a non-resident, passport number and citizenship), fee and commission received, date of employment and name and address of employer.

- 2.1.2 Unless specified otherwise, the terms and expressions used in this CoP shall have the same meaning assigned to them under Part XII of EO and EAR.

2.2 Abbreviations

2.2.1 The abbreviations used in this CoP shall have the following meanings:

C for L	Commissioner for Labour
CG	Consulates-General
C&ED	Customs and Excise Department
CoE	Certificate of Exemption
EA	Employment agency
EAA	Employment Agencies Administration of the Labour Department
EAR	Employment Agency Regulations (Cap. 57A)
ECO	Employees' Compensation Ordinance (Cap. 282)
EO	Employment Ordinance (Cap. 57)
EOC	Equal Opportunities Commission
FDH	Foreign domestic helper
HKID	Hong Kong Identity Card
HKSAR	Hong Kong Special Administrative Region
ImmD	Immigration Department
IO	Immigration Ordinance (Cap. 115)
LD	Labour Department
MAW	Minimum Allowable Wage
PCPD	Office of the Privacy Commissioner for Personal Data
PDPO	Personal Data (Privacy) Ordinance (Cap. 486)
SEC	Standard Employment Contract prescribed by the Government for hiring foreign domestic helper from abroad (ID 407)
SLS	Supplementary Labour Scheme
SWD	Social Welfare Department
TDO	Trade Descriptions Ordinance (Cap. 362)

Statutory requirements in relation to operating an employment agency

3.1 Introduction

3.1.1 This chapter lists out the salient statutory requirements which EAs must observe. They are by no means exhaustive and EAs shall ensure that their operations are in full compliance with all laws of Hong Kong at all times. Failure to comply with the laws may lead to legal consequences, including prosecution, and upon conviction, C for L may consider revoking or refusing to renew the EA licence.

3.2 All EAs must be licensed before commencing operation

3.2.1 Save for the exceptions as provided under section 50(3) of EO³, any person who wishes to operate, manage or assist in the management of an EA in Hong Kong to provide job-placement service must obtain a licence or a CoE⁴ from C for L beforehand.

³ Part XII of EO and EAR does not apply to any EA -

- (a) which is carried on or subvented by the Hong Kong Government;
- (b) which is carried on under the terms of a permit to maintain a crew department granted or deemed to be granted under the Merchant Shipping (Seafarers) Ordinance (Cap. 478);
- (c) which is carried on by an employer for the sole purpose of recruiting persons for employment on his own behalf;
- (d) which is carried on by a contractor, or sub-contractor, who employs any person on work for another person;
- (e) which is carried on by the proprietor of a newspaper or other publication if the operation of an EA is non-profit making and is not the principal purpose of the publication of the newspaper or other publication;
- (f) which is –
 - (i) non-profit making;
 - (ii) wholly maintained, or managed by the owner, staff or students of a school, college, university or other educational institution recognized by the Permanent Secretary for Education; and
 - (iii) carried on solely for or in connection with the employment of the students or graduates of such school, college, university or other educational institution; or
- (g) subject to any regulations which may be applicable thereto, in respect of which a CoE has been issued.

- 3.2.2 The licence is valid for operating an EA at the place of business specified in the licence or CoE issued in respect of the EA only. A duplicate licence must be obtained for each of the branch office(s) of the EA which is located at different address(es).
- 3.2.3 Operating an EA without a valid licence or a CoE shall be liable for an offence, subject to a maximum penalty of \$50,000 upon conviction. LD may initiate prosecution against any unlicensed operation without prior warning.
- 3.2.4 No person other than the licensee shall use or make use of, directly or indirectly, an EA licence. The licensee shall not lend, transfer or assign an EA licence to another person.
- 3.2.5 Any person or entity who operates a business either to obtain employment for another person or supply the labour of another person to an employer must obtain an EA licence, regardless of the mode of his/her operation (e.g. providing job matching service via a website or mobile applications etc.) and whether the user will be charged for the service.
- 3.2.6 While the laws of Hong Kong do not require EAs to provide other ancillary services for job-seekers (e.g. pre-employment training, visa processing, school search for job-seekers' children, airport transfer, arranging temporary accommodation, etc.) and/or employers, if any of such services are offered, EAs must ensure that the necessary approval(s) or licence(s) have been obtained from the relevant government authorities for the provision of such services. EAs must also comply with the relevant laws in relation to provision of those ancillary services.

⁴ Pursuant to section 54(1) of EO, C for L may, upon application in such manner as may be prescribed, exempt an EA from obtaining a licence under section 52 of EO, subject to conditions as he/she may specify, if he/she is satisfied that the EA is non-profit making and should, in the public interest, be so exempted. C for L shall issue to any person exempted under section 54(1) a CoE. EAs granted CoE are still subject to the regulations stipulated in Part XII of EO and EAR.

3.3 Manner and form for applying for a licence

- 3.3.1 To apply for an EA licence, the applicant shall submit an application no later than one month before the intended date for commencement of business to EAA in the prescribed form together with other documents as required. Where the applicant is a company, the application shall be submitted by a director of the company on its behalf. It is the applicant's responsibility to ensure that all information and supporting documents required are provided in full and correct in a timely manner. Failure to provide the necessary information and/or documents may result in the licence application being delayed or refused. Anyone who furnishes false information in connection with any licence application shall be liable for an offence and subject to a maximum penalty of \$50,000 upon conviction.
- 3.3.2 A licensee shall ensure that his/her EA licence (including main and duplicate licence(s)) is renewed before the present one expires. The renewal application shall be submitted to EAA not later than two months before the expiration of the EA licence.
- 3.3.3 Submitting an application does not necessarily mean that an EA licence will be granted or the applicant is deemed to be authorised to commence operation of EA. The licence applicant must not start any operation or provide any service before an EA licence has been granted, or to continue business when the existing licence has expired but yet to be renewed. Otherwise he/she shall be held liable for operating an EA without a valid EA licence.
- 3.3.4 Please refer to "Practical guide for operating an employment agency" (<http://www.labour.gov.hk/eng/public/guide/>) issued by LD for more details about the procedures and documents required for application or renewal of an EA licence.

3.4 Requirements under EO and EAR when EA is in business

- 3.4.1 The EA licence (including main and duplicate licence(s)) as well as the Second Schedule of EAR regarding the prescribed commission shall be displayed in a prominent position at the place of business of EA.
- 3.4.2 The licensee shall maintain a record showing particulars of every person who registers with his/her EA for employment. The record shall contain the job-seeker's name, address, HKID (or a passport number and citizenship if the job-seeker is not a Hong Kong resident), fee and commission received, date of employment as well as name and address of employer. A sample of the record sheet is at **Appendix 1** in Chapter 5. Such record shall be retained for a period of not less than 12 months after the expiration of each accounting year of EA and shall be kept at the place of business of EA (i.e. the licensed address) to be made available for inspection by LD.
- 3.4.3 The EA licence (including main and duplicate licence(s)), the Second Schedule of EAR regarding the prescribed commission and the records of particulars of job-seekers (as referred to in paragraph 3.4.2 above) shall be made available for inspection by LD at all times at the place of business of EA. Failure to do so shall be liable for an offence, subject to a maximum penalty of \$10,000. Prosecution may be instituted without prior warning.
- 3.4.4 The licensee shall notify EAA in writing of any change of nominated operator, director or partner, within 14 days after such change. In the case where the change is the place of EA business, the licensee shall give notice to EAA not less than 14 days prior to such change. Failure to do so shall be liable for an offence and subject to a maximum penalty of \$10,000.
- 3.4.5 In the event of cessation of business, the licence (including main and duplicate licence(s)) shall be returned to EAA within 7 days after the cessation of business. Failure to do so shall be liable for an offence and subject to a maximum penalty of \$10,000.

3.4.6 Below is a summary of the above-mentioned notifications to EAA for easy reference. Please refer to “Practical guide for operating an employment agency” for details –

- Change of nominated operator – within 14 days after the change
- Change of director or partner – within 14 days after the change
- Change of place of EA business – not less than 14 days before the change
- Cessation of EA business – within 7 days after the cessation of business

3.5 Fees that may be charged by EAs

3.5.1 In relation to fees, EAs must strictly observe the requirements under section 57 of EO that it shall not, directly or indirectly, receive from job-seekers reward of any kind, or any payment or advantages in respect of expenses or otherwise (e.g. photocopying fees, visa processing fees), except the prescribed commission. According to regulation 10 and Part II of the Second Schedule of EAR, the maximum commission which may be received by an EA shall be, from each person applying to EA for employment, work or contract or hire of his/her services, an amount not exceeding a sum equal to 10% of the first month's wages received by such person after he/she has been placed in employment by EA. The prescribed commission shall only be charged after the job-seeker has received his/her first-month wages, rather than charging them in advance. Contravention of the relevant law is an offence and shall be liable on conviction to a maximum fine of \$50,000.

3.5.2 The fees, if any, that EAs may charge job-seekers arising from any ancillary services, in relation to or in connection with obtaining or seeking to obtain employment for job-seekers, together with the commission for placement service, must not exceed the prescribed commission as set out in paragraph 3.5.1 above.

3.6 Protecting personal information of employers and job-seekers

- 3.6.1 EAs are required under EO and EAR to maintain records showing particulars of every person who registers with EAs for employment. When handling the personal information of employers and job-seekers, EAs shall also observe the requirements under PDPO. For example, the data collected shall be directly related to the purpose of obtaining the employment only and shall not be kept longer than is necessary for the said purpose unless otherwise required by or permissible under PDPO.
- 3.6.2 EAs shall also consider carefully whether and what kind of information about the job-seekers would be made available to the prospective employers having regard to PDPO's requirements. EAs shall brief the job-seekers as well as employers in full on the intended use of the personal data collected and their rights of requesting access to such data, and ensure that they have agreed in writing to the proposed uses. Unless with express and written consent from owners of such personal data for the specified purpose, EAs shall not post, display or disclose personal information of job-seekers (e.g. name, photo, age, religion, body measurements, etc.) or their previous employers (e.g. name, address, phone numbers, etc.) publicly.

3.7 Carrying out other activities at EA's licensed address

- 3.7.1 An EA must ensure that the necessary approval(s) or licence(s) have been obtained from relevant government authorities beforehand for any other activities (e.g. holding training classes or providing temporary accommodation) or non-EA related business (e.g. food business) that will be conducted in his/her EAs' licensed address or other premises; and the relevant laws, regulations, licensing requirements shall be complied with at all times.
- 3.7.2 Should EAs use their EA premises to provide boarding facilities or bedspaces (especially for job-seekers like FDHs who come from overseas), or provide such facilities in other non-EA premises to job-seekers, they must ensure that relevant approvals or licences for operating the boarding facilities or bedspaces have been obtained from

all relevant government authorities, and the prescribed standards in respect of building structure, fire safety as well as health and hygiene as specified in all relevant laws of Hong Kong (e.g. the Buildings Ordinance (Cap. 123), the Fire Services Ordinance (Cap. 95), the Hotel and Guesthouse Accommodation Ordinance (Cap. 349) and the Bedspace Apartments Ordinance (Cap. 447) (if applicable)) and/or any other licensing requirements as devised for such facilities have been fully and satisfactorily met at all times. Furthermore, the fees EAs may charge job-seekers for the provision of placement service, together with the ancillary services provided in relation to or in connection with obtaining or seeking to obtain employment for job-seekers, must not exceed the prescribed commission as explained in paragraph 3.5.1 above.

3.8 Adopting fair trade practices

- 3.8.1 In their commercial practices, EAs must not deploy against consumers unfair trade practices prohibited by TDO, including false trade descriptions, misleading omissions, aggressive commercial practices, bait advertising, bait-and-switch and wrongly accepting payment. C&ED is the principal enforcement agent of TDO. Convicted traders may be liable to a maximum penalty of a fine of \$500,000 and imprisonment for five years.
- 3.8.2 Unlike the placement of local job-seekers where they could meet the prospective employers before signing employment contracts, and prospective employers would have more knowledge and channels to verify the academic qualifications, work experience, date of availability, etc. of the local job-seekers, prospective employers of overseas job-seekers (including FDHs) would mostly rely on the information provided by EAs in deciding whether to employ the overseas job-seekers concerned. Likewise, the overseas job-seekers (including FDHs) would heavily rely on the information provided by EAs regarding the employers to decide whether to accept offers by the prospective employers. In other words, EAs will, in most of the cases, be the only information source for both overseas job-seekers (including FDHs) and their prospective employers. EAs must not take advantage of employers and job-seekers in this regard. EAs must observe the statutory requirements

against unfair trade practices prohibited by TDO as mentioned in paragraph 3.8.1 above or they shall be held liable to an offence, subject to a maximum penalty of a fine of \$500,000 and imprisonment for five years upon conviction.

3.9 Observing immigration laws

- 3.9.1 When the placement involves job-seekers from overseas, EAs must observe the relevant immigration requirements and restrictions relating to the employability of the job-seekers.
- 3.9.2 EAs shall not aid or abet job-seekers or employers to breach the job-seekers' conditions of stay in Hong Kong or otherwise the EAs concerned shall be held liable for an offence, subject to a maximum penalty of \$50,000 and imprisonment of two years.
- 3.9.3 If the placement involves FDHs, EAs are reminded that FDHs are granted permission to stay and work in Hong Kong only during the contractual period, which is normally two years as stated in SEC unless the contracts are pre-maturely terminated. Under the prevailing policy, FDHs must leave Hong Kong upon completion of their SEC or within 14 days from the date of termination of their contract, whichever is earlier. EAs shall not aid or abet FDHs to overstay after expiry of their visa, or after 14 days from the date of their termination of SEC or otherwise EAs shall be liable for an offence as mentioned in paragraph 3.9.2 above.
- 3.9.4 Pursuant to Clause 3 of SEC, FDHs are required to work and reside in the employer's residence specified therein. Clause 4(a) of SEC provides that FDHs should only perform domestic duties for the employer in the latter's residence as specified in SEC. It is also stated in Clause 4(b) of SEC that FDHs should not take up any other employment with any other person. EAs should not aid or abet FDHs to work in other places or carry out any work for any other person, or otherwise EAs will be held liable for aiding or abetting FDHs to breach their conditions of stay as mentioned in paragraph 3.9.2 above.

3.10 Not to aid or abet employers to breach EO on payment of wages

- 3.10.1 According to EO, employers must pay their employees on time and not to deduct wages unlawfully⁵. EAs shall not aid or abet employers to underpay their employees, or make unlawful deduction of wages. An employer who fails to pay wages to an employee on time commits an offence and is liable, upon conviction, to a maximum fine of \$350,000 and imprisonment for three years. Making unlawful deduction from wages of an employee is also an offence and shall be liable to a maximum fine of \$100,000 and imprisonment for one year. EAs or any persons aiding or abetting the commission of such offences shall be guilty of the like offence and be liable to the same penalty.
- 3.10.2 If the placement involves FDHs, EAs shall not aid or abet employers to offer FDHs a salary that is lower than the prevailing Minimum Allowable Wage (MAW) when SEC is signed, or advise employers to make unlawful deduction of wages for any reasons (e.g. repaying a loan to a third party including overseas intermediaries) or paying wages to a third person instead of paying directly to FDHs. As stated in paragraph 3.10.1 above, EAs or any persons aiding or abetting the employers to make unlawful deduction of wages of an employee shall be guilty of the like offence of unlawful deduction from wages and be liable

⁵ Section 32 of EO prohibits an employer from deducting wages from his/her employee, except under certain circumstances, including :

- (a) deductions for absence from work. The deduction shall not exceed a sum proportionate to the period of time the employee is absent from work;
- (b) deductions for damage to or loss of the employer's goods, equipment, or property by the employee's neglect or default. In any one case, the sum to be deducted shall not exceed the equivalent in value of the damage or loss suffered by the employer or \$300, whichever is the less. The total of such deductions shall not exceed one quarter of the wages payable to the employee in that wage period;
- (c) deductions for the recovery of any advance or over payment of wages made to the employee. The total sum to be deducted shall not exceed one quarter of the wages payable to the employee in that wage period;
- (d) deductions, with the employees' written consent, for the recovery of any loan made by the employer to the employee;

The total of all permitted deductions, excluding deductions for absence from work and certain deductions made pursuant to court orders, shall not exceed one half of the wages payable to the employee in that wage period.

to the same penalty therefor. Any person, including EA, who aids or abets the commission by another person (e.g. employers) to make false statement or representation to an Immigration Officer by proclaiming to pay MAW on SEC but underpays the FDH during the employment period shall be liable for an offence under IO, subject to a maximum fine of \$150,000 and imprisonment for 14 years upon conviction on indictment.

3.11 Personal documents and property of job-seekers

- 3.11.1 EAs in the course of placing job-seekers to/from overseas may need the passport or personal identification document of the non-local job-seekers, or local job-seekers who are seeking overseas employment. However, upon obtaining the employment or relevant visa for the job-seekers concerned, EAs shall return the passport or personal identification document directly to the job-seekers without delay.
- 3.11.2 EAs shall not retrieve or withhold any personal property, including but not limited to job-seekers' passport, personal identification document, employment contract, bank credit or debit cards, school certificates, any other materials distributed to the job-seekers by LD or any other relevant authorities (e.g. Consulates-General (CGs)) without their explicit consent. Withholding the personal property of job-seekers, including but not limited to the items mentioned above, without the owners' explicit consent may constitute an offence, for example, under the Theft Ordinance (Cap. 210). If convicted upon indictment for theft, a person shall be liable to a maximum imprisonment of 10 years.

Standards which the Commissioner for Labour expects from employment agencies

4.1 Introduction

4.1.1 As pointed out in paragraph 1.2 above, under section 53(1)(c) of EO, C for L may refuse to issue or renew an EA licence, or may revoke an EA licence, if he/she is satisfied on reasonable grounds that the person operating, or intending to operate, the EA :

- (i) is an undischarged bankrupt;
- (ii) has, within the preceding five years, been convicted of an offence against the person of a child, young person or woman or of an offence involving membership of a triad society, fraud, dishonesty or extortion;
- (iii) has knowingly furnished to C for L any false or misleading information in connection with his/her application for the issue or renewal of the licence;
- (iv) has contravened any provision of Part XII of EO or any regulation made under section 62 of EO⁶; or
- (v) is not, for any other reason, a fit and proper person to operate an EA.

4.1.2 Compared to the conditions set out in sections 53(1)(c)(i) to (iv) of EO which are primarily based on factual evidence, section 53(1)(c)(v) provides certain discretionary power for C for L to holistically take into account all relevant factors.

4.1.3 Without prejudice to C for L's power in considering all other relevant factors as he/she deems appropriate in determining whether a person is fit and proper to operate EA business, this Chapter sets out the minimum standards which C for L expects from EA licensees in operating their business. Apart from complying with the statutory requirements

⁶ Please see footnote 1.

(particularly those set out in Chapter 3 which are relevant to EAs) at all times, whether an EA licensee has met or an applicant can meet these standards is one of the relevant factors which C for L will take into account when considering if a person is a fit and proper person to operate an EA.

- 4.1.4 LD may issue warning letters to EAs for rectification of irregularities detected, including but not limited to failing to meet the statutory requirements and/or standards set out in this CoP. C for L may also consider, amongst other relevant factors, the relevant track record⁷ of the EAs and/or their capability of meeting such requirements/standards, in making decision of revoking, or refusing to grant or renew EA licenses under section 53(1)(c)(v) of EO.
- 4.1.5 As of end-2015, there were some 340 000 FDHs who were mostly female workers coming from the Philippines (53%) and Indonesia (44%), with the rest from other economies including India, Thailand, Nepal, Sri Lanka and Pakistan. FDHs help meet the proven and long-standing shortage of full-time live-in domestic workers in the Hong Kong labour market. They also enable more local women (especially those with young children or elderly family members) to stay/enter or re-join our labour market which is facing manpower shortage. FDHs, particularly those who come to Hong Kong to work for the first time, may lack family support, face language barrier, and take time to establish their social network in Hong Kong. Most newly-arrived FDHs need more attention, care and assistance for settling and integrating into society than local workers. EAs are one of the institutions that FDHs know and which FDHs may approach for assistance, particularly shortly after their arrival in Hong Kong. Indeed EAs have a duty in ensuring proper placement of their FDH clients.
- 4.1.6 At present, FDHs already enjoy the statutory employment rights and benefits under EO and ECO like local workers. In addition, the Hong Kong Special Administrative Region (HKSAR) Government has prescribed

⁷ For example whether systematic and intentional abuse has been detected or EAs have persistently failed to meet the requirements and / or standards set out in this CoP, as well as records of failure to rectify upon warning of LD, etc..

SEC under which FDHs enjoy wage protection through MAW, and benefits provided by their employers including free accommodation, free food (or food allowance in lieu), free medical treatment, and passages to/from their home countries, etc.. To ensure FDHs are aware of their rights and obligations, and channels for seeking assistance, the HKSAR Government has been undertaking various promotional and educational activities to enhance their awareness, as well as working closely with CGs of FDHs' home countries in Hong Kong in coordinating efforts and sharing relevant information (e.g. information on problematic EAs).

- 4.1.7 As stated in paragraphs 4.1.2 and 4.1.3 above, C for L may take into account, amongst other factors, an EA's compliance with the statutory requirements (particularly those set out in Chapter 3 which are more relevant to EAs) and whether that particular EA has met or can meet the relevant standards C for L expects from an EA in determining whether an EA licensee (or an applicant for licence) is a fit and proper person to operate an EA as set out in section 53(1)(c)(v) of EO and accordingly whether an EA licence should be issued upon application, renewed or revoked. This Chapter sets out the standards applicable to all EAs, amongst which some are particularly relevant to EAs engaged in FDH placements. For those standards which are particularly relevant to EAs engaged in FDH placements, meeting such standards, among other relevant considerations, may be taken into account by CL when issuing licences to or renewing licences for EAs engaged in FDH placements.

4.2 Management's responsibilities

- 4.2.1 The licensee, company director(s) and/or nominated operator have the responsibility and are fully accountable for the operation of their EA.
- 4.2.2 The licensee, company director(s) and/or nominated operator are required to closely supervise all of their employment agency staff. They will be held accountable for all acts and conducts of all of their staff in relation to the provision of job-placement services even though they may not be the one(s) who failed to meet the statutory requirements and/or standards in this CoP.

4.2.3 The government authorities may need to contact the licensee, company director(s) and/or nominated operator if and where necessary. As such, EAs are required to notify EAA as soon as practicable and preferably within 14 days of any change of the contact particulars of the licensee, company director(s) and/or nominated operator. This is particularly relevant to EAs engaged in FDH placements as those EAs could well be one of FDHs' major contact points in Hong Kong.

4.3 Display of notices as required by law and government authorities

4.3.1 EAs are required to display their licences and the Second Schedule of EAR (which is a statutory requirement mentioned in paragraph 3.4.1 above) at the window-panel (if applicable), billboards near the entrance, or at the service counter(s) of their licensed premises to ensure that employers and job-seekers could easily notice and read such important information once they enter the premises. If an EA maintains a website and/or mobile application, the licence number of the valid EA licence should also be displayed thereat for easy reference by the public. This is applicable to all EAs including, among others, EAs engaged in FDH placements.

4.4 Act honestly and exercise due diligence

4.4.1 To facilitate job-seekers and employers to make an informed decision, EAs should exercise due diligence in checking the accuracy of the information provided by both job-seekers and employers, including the information provided in the resume of the job-seekers as far as practicable (e.g. the accuracy and/or validity of the qualification and work experience set out therein) and the details about the job. At the time of accepting payment of their service fees, EAs should ensure that the candidates offered to employers are available for filling the vacancy, and could satisfy the qualification and/or requirements (e.g. language proficiency, skills, past work experience, etc.), if any, set out specifically by the employers. These are particularly relevant to those EAs engaged in FDH placements.

4.5 Maintain transparency in business operations

4.5.1 EAs should set out the service terms, fees schedules and complaint procedures for job-seekers and employers in writing respectively in the service agreements that they enter with job-seekers and employers. To avoid disputes, it is suggested that the job-seekers and employers be asked to acknowledge in writing that they understand the terms provided in the respective service agreements. EAs should also provide opportunities for job-seekers and employers to raise questions and supply sufficient information through suitable means. These are particularly relevant to EAs engaged in FDH placements.

4.6 Draw up service agreements with job-seekers and with employers

4.6.1 To protect the interest of job-seekers, employers as well as EAs and to avoid / minimise misunderstanding on the services to be provided by EAs, a service agreement needs to be drawn up and agreed by concerned parties (i.e. one between EA and job-seeker; and another between EA and employer), preferably at the beginning of the job-placement process or before any payment is made. The service agreement needs to list out the service terms and scope as well as the fees (if any) that will be charged by EA for the services⁸.

4.6.2 A sample service agreement for EAs with FDHs and another one for EAs with FDH employers are provided respectively in **Appendices 2a and 2b** in Chapter 5 for reference by EAs involved in FDH placements. EAs may add other items as they deem it appropriate when drawing up their own service agreements with FDHs and employers but such agreements shall include the items as set out below:

- (a) The EA's service agreement with FDHs (**Appendix 2a** in Chapter 5) needs to include, but not limited to, the following items:
 - The types of service to be provided (e.g. seek for new employer, direct hire, contract renewal, etc.);

⁸ Fees charged by EA against the job-seeker should not exceed 10% of the job-seeker's first-month wages received upon successful placement.

- Whether commission would be charged, and the amount if charged, which is in any case not more than 10% of the FDH's first-month's wages received upon successful placement;
 - Date of which the commission will be paid (which cannot be prior to receipt of first-month's wages by FDHs after successful placement); and
 - FDH's employment history in the past two years etc. (if FDH is agreeable to disclose such to prospective employers).
- (b) The EA's service agreement with FDH employers (**Appendix 2b** in Chapter 5) needs to include, but not limited to, the following items:
- The types of service to be provided (e.g. to recruit FDHs from overseas, FDHs already in HK, direct hire, contract renewal, etc.);
 - Details of the fees to be charged by EA and how they will be calculated (e.g. amount or method of calculation, the itemised fee such as visa fee charged by the relevant authorities including governments of FDHs' home countries, passage/airfare for the FDH to travel from his/her place of domicile, medical examination fee, etc.);
 - The payment schedule to EA (e.g. by instalment or payment upon completion of service);
 - Whether refund is available in case the EA services are not delivered in full (e.g. the selected FDH fails to obtain working visa, he/she fails to report duty as per the agreed date, or the employer's application is not approved by the authorities, etc.);
 - Whether EA's service fees would be charged in case the selected FDH fails to report duty eventually;
 - Whether EA's service fees would be charged in case replacement of FDH is required;
 - Employer's history of employing FDHs, if any, in past two years (if the employer is agreeable to releasing the information to prospective FDHs); and
 - When a FDH has been selected, the information (e.g. the name,

nationality, his/her passport number) and a copy of the resume of the selected FDH (sample at **Appendix 3** in Chapter 5) and the expected date when FDH reports duty.

4.7 Provision of payment receipts

4.7.1 EAs should provide receipts for any payments received from job-seekers and employers as soon as practicable. The receipts should bear the name of EA and with its authorised company chop. Copies of receipts issued to job-seekers should be kept together with the employment records of the job-seekers concerned for inspection by LD.

4.7.2 To provide more guidance to EAs involved in the placement of FDHs, a sample of the receipts provided to FDHs and employers are provided in **Appendices 4a and 4b** in Chapter 5 respectively. EAs could add other items as they deem it appropriate when drawing up their own receipts for employers and FDHs but such receipts shall include items as set out below:

- (a) The receipt to FDHs (**Appendix 4a** in Chapter 5) needs to include, but not limited to, the following items:
 - The name of FDH, his/her address and contact telephone number/email address;
 - The amount of money received from FDH and its nature; and
 - The date of receipt, etc..
- (b) The receipt to employers (**Appendix 4b** in Chapter 5) needs to include, but not limited to, the following items:
 - The name, address, and contact telephone number/email address of the employer;
 - Details of FDH (e.g. name and his/her nationality) that the employer has offered employment;
 - The agreed date of reporting duty;
 - The itemized fees of the amount collected; and
 - The agreed refund policy, etc..

4.8 Provision of the employment contract to the contracting parties

- 4.8.1 If EA is responsible for handling the employment contract between employers and job-seekers, the signed originals of the employment contract should be provided by EA to both signatories as soon as practicable.
- 4.8.2 In respect of FDHs and workers imported under the Supplementary Labour Scheme (SLS), the Government has prescribed SECs respectively for each of them (sample of SEC for FDHs is at **Appendix 5a**; and sample of SEC for SLS workers is at **Appendix 5b** in Chapter 5). EAs should ensure that FDHs and SLS workers are entering into SECs with their employers, and should provide originals of the signed the contract to both signatories for retention as soon as practicable.
- 4.8.3 It is quite common for EAs involved in placement of FDHs to assist both employers and FDHs to handle SEC, e.g. arranging SEC to be signed by FDHs who are still residing in their home countries and arranging the signed SECs to be notarized by the CGs concerned (if applicable). In case that FDHs concerned are still residing in their home countries and hence SEC could not be signed simultaneously by both parties, EAs should still provide a copy of SEC that has already been signed by the employer for the latter's retention. EAs should later arrange to send a copy of the completed SEC (i.e. signed by both parties) to both FDHs and employers as soon as practicable.

4.9 Maintain professional knowledge and stay up to date with latest laws and regulations relating to the industry

- 4.9.1 The licensee, company director(s), nominated operator as well as all EA staff should ensure that they have reasonable knowledge of the legal provisions relevant to the operation of EAs, including but not limited to EO, EAR, ECO, TDO and PDPO, as well as anti-discrimination ordinances that are employment related, and requirements and standards set out in this CoP. EAs engaged in FDH placements should also be familiar with SEC and other documents relevant to the employment of FDHs.

4.10 Promote job-seekers' and employers' awareness of their rights and obligations

- 4.10.1 The HKSAR Government attaches great importance to enhancing job-seekers' awareness of their employment rights and available channels for seeking assistance. For employers, it is important for them to understand and observe their obligations related to employment.
- 4.10.2 EAs, being the intermediaries between job-seekers and employers, should clearly explain to their clients (i.e. job-seekers and employers) their statutory rights and obligations and ensure that the clients are fully aware of, and understand such.
- 4.10.3 Local job-seekers may have more channels to obtain information on their labour rights, and are likely to know how to approach the relevant authorities particularly LD, if they have enquiries. This may not necessarily be true in the case of FDHs particularly those who newly arrive.
- 4.10.4 EAs should brief FDHs on their rights under SEC, EO, ECO, PDPO, as well as anti-discrimination ordinances that are employment related. EAs should also brief FDHs where they could seek assistance from the HKSAR Government and/or other related organisations (e.g. relevant CGs). In relation to enhancing FDHs' awareness of their rights under SEC, EAs should provide FDHs with a copy of the sample SEC in their mother language (**Appendix 5a** in Chapter 5), and ask the FDHs concerned to acknowledge or confirm in writing that EAs have briefed them about the content and provided them with a copy of the sample SEC. EAs should keep the acknowledgement or confirmation as part of their placement records for inspection by LD.
- 4.10.5 There is also a possibility that employers of FDHs, especially those who employ FDHs for the first time and, who are individuals or families not necessarily familiar with employment matters, may not fully appreciate their obligations in relation to the employment of FDHs. EAs should brief FDH employers properly about their obligations under EO, IO and SEC. EAs should also remind FDH employers to take out suitable employees' compensation insurance for their employees as required under ECO and their obligations under SEC to cover all medical expenses

of their FDHs during the whole employment period.

4.10.6 While the HKSAR Government will continue its efforts in educating and raising the awareness of FDHs and their employers about their respective rights and obligations, EAs, being the primary contact points of both FDHs and their employers, are effective channels to help disseminate the relevant publications and publicity materials to them. In this regard, EAs involved in placement of FDHs should observe the following standards:

- (a) To display the publicity materials (e.g. posters, pamphlets, guidebooks) produced by LD and/or other government departments on the rights of FDHs prominently within the EAs' premises so that FDHs and their employers can access the materials easily. Suggested places of display are: window-panel (if applicable), service counter(s), billboards, etc., which are prominently located within the EAs' premises. If EAs have hosted websites and/or mobile applications, they should also post a link to LD's website to facilitate FDHs' and their employers' access to the relevant publicity information.
- (b) To provide FDHs and their employers with the guidelines and information pamphlets, etc. relating to the rights and benefits of FDHs as published by LD or any other relevant authorities (e.g. SWD, Police and ImmD, etc.), which include, but not limited to, the following:
 - "A concise guide to the Employment Ordinance" by LD;
 - "Practical guide for employment of foreign domestic helpers – What foreign domestic helpers and their employers should know" by LD;
 - "Foreign domestic helpers' rights and protection under the Employment Ordinance" by LD;
 - "Important notes for foreign domestic helpers and their employers when using the service of employment agencies in Hong Kong" by LD; and
 - "The Do's and Don'ts" leaflet for foreign domestic helpers, employers and employment agencies by LD.

- (c) To provide FDHs with handy card produced by LD concerning important advice from the Government; “Conditions of employment for foreign domestic helpers - A general guide to the helper” by ImmD; Contact card by Police; leaflet on integrated family services by SWD; leaflet on family and child protective services by SWD; and leaflet on the crisis intervention and support services by Tung Wah Group of Hospitals CEASE Crisis Centre.
- (d) To provide employers of FDHs with “Points to note for employers on the employment of foreign domestic helpers” by LD; “Conditions of employment for foreign domestic helpers - A general guide to the employer” by LD; and “Underpaying foreign domestic helpers is a serious offence” by LD.
- (e) To provide the sample forms listed below to facilitate FDHs and their employers for record-keeping or perusal as and when necessary:
 - Sample wage receipt for FDHs (**Appendix 6** in Chapter 5),
 - Sample letter of termination of SEC initiated by FDH (**Appendix 7a** in Chapter 5) and by FDH employer (**Appendix 7b** in Chapter 5),
 - Sample receipt for payment upon termination / expiry of SEC (**Appendix 8** in Chapter 5).

4.10.7 To avoid disputes, EAs should ask FDHs and their employers (whoever as appropriate) to acknowledge receipt of the publications as listed in paragraph 4.10.6 above, and to confirm that they have been briefed about their rights and obligations in full and understand such in writing. EAs should include the written acknowledgement or confirmation as part of the placement records for inspection by LD, particularly in case there are any disputes or complaints against the EAs concerned.

4.11 Adopt good record management practices

4.11.1 EAs are required to keep records relating to their dealings with job-seekers and their employers. Apart from keeping the employment records as required under the law (see paragraph 3.4.2 above), EAs

should also keep other relevant records including the service agreements (paragraph 4.6.1), payment receipts issued (paragraph 4.7.1), the acknowledgement from employers and job-seekers regarding their receipt of SEC signed by both the employer and FDH concerned (paragraph 4.8.3), the sample SEC in the mother language of the FDH concerned (paragraph 4.10.4), and publicity materials (paragraph 4.10.6), enquiries handled, and assistance or advice rendered to job-seekers and their employers, etc.. These records could serve as useful information in case the government authorities contact EAs to investigate disputes in relation to their dealings with employers and/or job-seekers. These are particularly relevant to EAs engaged in FDH placements.

4.12 Avoid involving in financial affairs of job-seekers

4.12.1 EAs should not be involved in the financial affairs of job-seekers. They should not advise, arrange, encourage or force job-seekers to take out loans from any financial institutions or individuals. This is particularly relevant to EAs involved in FDH placements. They should not help any other persons, organisations or companies (including recruiting agents or intermediaries located in or outside Hong Kong) to collect fees for arranging FDHs concerned to come to Hong Kong, or training fees for any local or overseas recruiters, agents or training centres, etc.. They should not advise, arrange, encourage or force FDHs to borrow money from any institutions in or outside Hong Kong.

Chapter 5

References

To implement and comply with the statutory requirements and standards set out in this CoP, this Chapter provides the sample forms as mentioned above as well as some useful reference materials for EAs' easy reference.

(A) SAMPLE FORMS FOR EAs

- ① Sample record sheet for keeping information of job-seekers – **Appendix 1**
- ① Sample service agreement for EAs
 - Sample service agreement with FDH job-seekers – **Appendix 2a**
 - Sample service agreement with FDH employers – **Appendix 2b**
- ① Resume of FDH job-seekers – **Appendix 3**
- ① Sample receipt from EAs
 - Sample receipt for FDH job-seekers – **Appendix 4a**
 - Sample receipt for FDH employers – **Appendix 4b**
- ① Sample SEC
 - for FDHs (in English, Chinese, Tagalog, Indonesian and Thai) – **Appendix 5a**
 - for workers imported under SLS (in English and Chinese) – **Appendix 5b**
- ① Sample wage receipt for FDHs – **Appendix 6**
- ① Sample letter of termination of SEC
 - Sample letter of termination initiated by FDH – **Appendix 7a**
 - Sample letter of termination initiated by FDH employers – **Appendix 7b**
- ① Sample receipt for payment upon termination / expiry of SEC – **Appendix 8**

(B) RELEVANT GUIDEBOOK AND PAMPHLETS**For EAs:**

- "Practical guide for operating an employment agency" by LD
(<http://www.labour.gov.hk/eng/public/guide/>)
- "The Do's and Don'ts" leaflet for foreign domestic helpers, employers and employment agencies by LD
(http://www.labour.gov.hk/eng/public/pdf/Dos_and_Donts_Leaflet_Eng.pdf)
❖ Versions in Tagalog, Thai and Indonesian are also available

For both FDHs and employers:

- "A concise guide to the Employment Ordinance" by LD
(<http://www.labour.gov.hk/eng/public/ConciseGuide.htm>)
- "Practical guide for employment of foreign domestic helpers – What foreign domestic helpers and their employers should know" by LD
(<http://www.labour.gov.hk/eng/public/wcp/FDHguide.pdf>)
❖ Versions in Tagalog, Thai and Indonesian are also available
- "Foreign domestic helpers' rights and protection under the Employment Ordinance" by LD
(http://www.labour.gov.hk/eng/public/wcp/FDHLeaflet_Eng.pdf)
❖ Versions in Tagalog, Thai and Indonesian are also available
- "Important notes for foreign domestic helpers and their employers when using the service of employment agencies in Hong Kong" by LD
(http://www.labour.gov.hk/eng/public/wcp/Important_FDH_Eng.pdf)
❖ Versions in Tagalog, Thai, Indonesian, Nepali, Myanmar, Urdu, Hindi, Bengali and Singala are also available
- "The Do's and Don'ts" leaflet for foreign domestic helpers, employers and employment agencies by LD
(http://www.labour.gov.hk/eng/public/pdf/Dos_and_Donts_Leaflet_Eng.pdf)
❖ Versions in Tagalog, Thai and Indonesian are also available

For FDHs:

- Handy card produced by LD on important advice from the Government
 - ❖ Versions in Tagalog and Indonesian are available
- "Conditions of employment for foreign domestic helpers - A general guide to the helper" by ImmD
(<http://www.immd.gov.hk/pdforms/ID911A.pdf>)
 - ❖ Versions in Tagalog, Indonesian, Thai, Nepalese, Hindi, Sinhalese are also available
- Contact card by Police
- Leaflet on integrated family services by SWD
(http://www.swd.gov.hk/en/index/site_pubsvc/page_family/sub_listofserv/id_ifs/)
- Leaflet on family and child protective services by SWD
(http://www.swd.gov.hk/en/index/site_pubsvc/page_family/sub_listofserv/id_familyandc/)
- Leaflet on the crisis intervention and support services by Tung Wah Group of Hospitals CEASE Crisis Centre
(http://ceasecrisis.tungwahcsd.org/document/pamphlet_eng.pdf)

For FDH employers:

- "Points to note for employers on the employment of FDHs" by LD
([http://www.labour.gov.hk/eng/public/wcp/PointToNotesForEmployersOnEmployment\(FDH\).pdf](http://www.labour.gov.hk/eng/public/wcp/PointToNotesForEmployersOnEmployment(FDH).pdf))
- "Conditions of employment for foreign domestic helpers - A general guide to the employer" by ImmD
([http://www.immd.gov.hk/pdforms/ID\(E\)954.pdf](http://www.immd.gov.hk/pdforms/ID(E)954.pdf))
- "Underpaying foreign domestic helpers is a serious offence" by LD
(http://www.labour.gov.hk/eng/public/wcp/Underpaying_FDH_EN.pdf)

(C) USEFUL CONTACTS

1823 (Government general enquiries and complaints service)

Telephone : 1823
 Fax : 2760 1823
 Mobile App : Tell me@1823
 Email : tellme@1823.gov.hk
 Send text SMS : 6163 1823
 Mail : Tsuen Wan PO Box 1823

Labour Relations Division, Labour Department

❖ Telephone : 2717 1771 (handled by "1823")

Office	Address
Hong Kong	
Hong Kong East	34/F, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong
Hong Kong West	3/F, Western Magistracy Building, 2A Pokfulam Road, Hong Kong
Kowloon	
Kowloon East	UGF, Trade and Industry Tower, 3 Concorde Road, Kowloon
Kowloon West	Room 1009, 10/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon
Kowloon South	2/F, Mongkok Government Offices, 30 Luen Wan Street, Mongkok, Kowloon
Kwun Tong	6/F, Kowloon East Government Offices, 12 Lei Yue Mun Road, Kwun Tong, Kowloon
New Territories	
Tsuen Wan	5/F, Tsuen Wan Government Offices, 38 Sai Lau Kok Road, Tsuen Wan, New Territories
Kwai Chung	6/F, Kwai Hing Government Offices, 166 - 174 Hing Fong Road, Kwai Chung, New Territories
Tuen Mun	Unit 2, East Wing, 22/F, Tuen Mun Central Square, 22 Hoi Wing Road, Tuen Mun, New Territories
Sha Tin & Tai Po	Rooms 304-313, 3/F, Sha Tin Government Offices, 1 Sheung Wo Che Road, Sha Tin, New Territories

Information and Liaison Section, Immigration Department

Telephone : 2824 6111
Fax : 2877 7711
Email : enquiry@immd.gov.hk
Mail : 2nd Floor, Immigration Tower, 7 Gloucester Road,
Wan Chai, Hong Kong

Customs and Excise Department

General Enquiry Hotline : 2815 7711
Reporting of Information Hotline : 2545 6182
Fax : 2543 4942
Email : customsenquiry@customs.gov.hk
Mail : Hong Kong General Post Office Box 1166

Office of the Privacy Commissioner for Personal Data

Telephone : 2827 2827
Fax : 2877 7026
Email : enquiry@pcpd.org.hk
Mail : 12/F, Sunlight Tower, 248 Queen's Road East, Wan
Chai, Hong Kong

Equal Opportunities Commission

Telephone : 2511 8211
Fax : 2106 2324
Email : enquiry@eoc.org.hk
Mail : 19/F., Cityplaza Three, 14 Taikoo Wan Road,
Taikoo Shing, Hong Kong

(D) ENQUIRIES

Employment Agencies Administration (EAA), Labour Department

For enquiries about Part XII of EO, EAR and this CoP, you may contact EAA through :

Address : Unit 906, 9/F, One Mong Kok Road Commercial Centre,
1 Mong Kok Road, Kowloon

Telephone : 2115 3667

Fax : 2115 3756

E-mail : ea-ee@labour.gov.hk

Record Sheet for Keeping Information of Job-seekers Sample

求職者資料紀錄表 樣本

Details of Job-seeker 求職者資料			Details of Employer 僱主資料		Date of Employment 受僱日期	Commission received from job-seeker (must not be more than 10% of the job-seeker's first-month's wages received for successful job placement) (if no commission is charged, please indicate "NIL") 向求職者收取的佣金 (不得多於求職者覓得職位後收取的第一個月工資的百分之十) (如無收取任何費用，請填「無」) (Please keep copies of written receipts for Labour Department's inspection) (請保留書面收據副本以供勞工處查閱)		
Name 姓名	Address and Contact Tel No./email address 地址及 聯絡電話號碼/ 電郵地址	HKID Card No. (in case of a non-resident, passport no. and citizenship) 香港身分證號碼 (如非香港居民，其 護照號碼及國籍)	Name 姓名或名稱	Address and Contact Tel No. / email address 地址及 聯絡電話號碼/ 電郵地址		Commission 佣金	Receipt No. 收據號碼	Date 日期

[Name of Employment Agency]

[Address]

[Telephone and Fax Number/Email Address]

Sample Service Agreement (Between employment agency and FDH)

This Agreement is made on _____ [Date] _____ between _____ [Name of Employment Agency] _____ and the foreign domestic helper (FDH) whose personal particulars are set out in Parts I and II.

Part I : FDH Information

Job-Seeker Information	
Name :	HKID/Passport* No. :
Nationality :	Telephone No. :
Address and Email Address :	

Part II : Employment History in Past Two Years (to be completed by FDH)

Name of Employer	Employment period	How was the contract ended

Part III : Type of Services Sought[#]

<input type="checkbox"/> Seek for new employer in HK	<input type="checkbox"/> Direct Hire
<input type="checkbox"/> Others (please specify) : _____ _____	<input type="checkbox"/> Contract renewal Name of employer: _____

* Please delete where appropriate

Please "✓" as appropriate

Part IV : Commission Fee Details

Upon successful placement, the [Name of Employment Agency] will charge a commission fee of HKD\$_____ from the above-mentioned FDH. The commission must not be more than 10% of the job-seeker's first-month's wages received for successful job placement. The commission will be paid after he/she has received the first month's wages.

Part V : Consent for disclosing personal profile to potential employers

I, _____, agree that [Name of Employment Agency] may disclose my personal profile (Appendix 3 attached) to potential employers for the purpose of seeking employment as [post title] for me.

Signature of FDH

(Name : _____)

Date : _____

Signature of Employment
Agency Representative

(Name : _____)

(Position : _____)

Date : _____

Company Chop of
Employment Agency

Note : This is a sample document for reference only. Parties referring to this sample should ensure that its contents are appropriate for their use before adoption. They are also reminded to seek independent professional advice where appropriate.

* Please delete where appropriate

Please "✓" as appropriate

[Name of Employment Agency]

[Address]

[Telephone and Fax Number/Email Address]

Sample Service Agreement (Between employment agency and FDH employer)

This Agreement is made on _____ [Date] _____ between _____ [Name of Employment Agency] _____ and the undersigned client (i.e. FDH Employer) whose personal particulars are set out in Parts I and II.

Part I : Information of FDH Employer

Name in Chinese : _____

Name in English : _____

Telephone No. : _____

Email address : _____

Address : _____

Part II : History of Employing FDHs in Past Two Years (To be completed by FDH Employer)

Name of FDH	Employment period	How was the contract ended

Part III : Type of Foreign Domestic Helper Sought[#]

Newly arrived FDH from overseas

FDH already working in HK

Contract renewal

Direct Hire

Others (please specify): _____

* Please delete where appropriate

Please "✓" as appropriate

Part IV: Service Charge Details[#]

Agency fee : \$ _____ which covers the following services as marked with “✓”.

<input type="checkbox"/> Consulate fees	<input type="checkbox"/> Airport pick-up upon helper's arrival
<input type="checkbox"/> Visa fee and departure expenses at the domicile of the helper	<input type="checkbox"/> Arrange helper to report duty to concerned Consulate
<input type="checkbox"/> HK visa fee (as required by HK Immigration Department)	<input type="checkbox"/> FDH in-service follow-up and counseling services
<input type="checkbox"/> One-way airfare to HK (as required by Standard Employment Contract)	<input type="checkbox"/> FDH working manual
<input type="checkbox"/> 2-years Overseas Workers Welfare Administration (OWWA) fee for Filipino helper	<input type="checkbox"/> Translation, allograph and consultation services of relevant labour legislations
<input type="checkbox"/> Helper's HKID card application (HKID card application at Immigration Department is free of charge)	<input type="checkbox"/> Useful forms for employer (e.g. salary and holiday receipt)
<input type="checkbox"/> Medical examination in helper's home country Tests include : HIV I & II antibodies (AIDS) / Sexual diseases / VDRL / Chest X-ray / Pregnancy test / HbsAg / Others (Please specify) *	<input type="checkbox"/> Medical examination in HK Tests include : HIV I & II antibodies (AIDS) / Sexual diseases / VDRL / Chest X-ray / Pregnancy test / HbsAg / Others (Please specify) *
<input type="checkbox"/> Others (please specify) : _____	<input type="checkbox"/> Others (please specify) : _____

Other items with / without* extra charge

Item	Amount
<input type="checkbox"/> Employees' Compensation insurance 1 year/2 years* Other details : _____	
<input type="checkbox"/> Mandatory insurance as required by the Philippines Government	
<input type="checkbox"/> Others (please specify): _____	
<input type="checkbox"/> Others (please specify): _____	

* Please delete where appropriate

Please “✓” as appropriate

Part V : Payment Schedule[#]

<input type="checkbox"/> Payment in full upon selection of FDH	<input type="checkbox"/> By _____ installments:
<input type="checkbox"/> Payment in full upon completion of recruitment service	
<input type="checkbox"/> Others (please specify): _____	
	1 st installment (\$ _____) due by (date) _____
	2 nd installment (\$ _____) due by (date) _____
	3 rd installment (\$ _____) due by (date) _____
	4 th installment (\$ _____) due by (date) _____

Part VI : Terms of Guarantee[#]

<input type="checkbox"/> Guarantee period : _____ months Fee for replacement of FDH : \$ _____ for _____ times maximum during the guarantee period Additional conditions (if any, please specify): _____	<input type="checkbox"/> No guarantee period
--	--

Part VII: Refund / Other arrangements[#]

Refund / Other arrangements * (e.g. selecting another FDH) in case the service is not delivered in full (please specify):

- If FDH fails to obtain working visa : _____
- If employer's application not approved by authorities : _____
- If FDH fails to report duty : _____
- If FDH's actual date of reporting duty is different from the agreed date :

- Other situation (please specify) : _____

* Please delete where appropriate

Please "✓" as appropriate

Part VIII : Other Terms and Conditions of this Service Agreement

<List other terms and conditions of this Service Agreement here>

_____ Signature of Client (FDH Employer)	_____ Signature of Employment Agency Representative	_____ Company Chop of Employment Agency
_____ Name of Client (FDH Employer)	(Name : _____)	
	(Position : _____)	
Date : _____	Date : _____	

Part IX : Information of FDH (with CV attached) (Fill in when the suitable FDH is selected)

Name :

Nationality :

HKID/Passport* No. :

Expected date of reporting duty:

_____ Signature of Client (FDH Employer)	_____ Signature of Employment Agency Representative	_____ Company Chop of Employment Agency
_____ Name of Client (FDH Employer)	(Name : _____)	
	(Position : _____)	
Date : _____	Date : _____	

Note : This is a sample document for reference only. Parties referring to this sample should ensure that its contents are appropriate for their use before adoption. They are also reminded to seek independent professional advice where appropriate.

* Please delete where appropriate
Please “✓” as appropriate

[Name of Employment Agency]

[Address]

[Telephone and Fax Number/Email Address]

Sample Form for Profile of Foreign Domestic Helper

Part I : Personal Particulars

Name :

Nationality :

Education :

** Note to employment agencies : Employment agencies are reminded to observe Personal Data (Privacy) Ordinance (PDPO) and anti-discrimination ordinances administered by Equal Opportunities Commission (EOC) when collecting, handling and displaying the personal information of foreign domestic helpers, e.g. religion, age, marital status.

Part II: Capabilities[#]

Language :

	Excellent	Good	Fair	Poor	Supplementary Information/ Remarks
Cantonese	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
English	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Mandarin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Others (please specify): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Skills:

Care of infant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Care of child	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Care of Elderly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Care of Disabled Person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Care of Bedridden Person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Care of Pet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cooking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
General Housework (e.g. Cleaning, Washing & Ironing)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Car Washing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Others (please specify): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Others (please specify): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

* Please delete where appropriate

Please "✓" as appropriate

Part III : Qualifications

Name and Address of Issuing Institute	Issue Date	Expiry Date (if applicable)	Qualifications

Part IV : Working Experience in Hong Kong

Working Location	Working Period	Duties

Part V : Overseas Working Experience relevant to the work of FDH

Working Location	Working Period	Duties

Part VI : Other Related Information

[Please provide other related information here, if any]

* Please delete where appropriate

Please "✓" as appropriate

Part VII : Verification of Information

(Please “✓” to indicate to what extent the information provided in this form has been verified by the Employment Agency.)

- All the information in relation to the foreign domestic helper set out in this form had been verified by this EA.
- This EA had verified Part I / II / III / IV / V / VI* of this profile whereas the rest of this profile was provided by the foreign domestic helper/ overseas employment agency/ training school/ government*.
- The above profile was solely provided by the foreign domestic helper.
- Others (Please specify) _____

Part VIII : Personal Information Collection Statement

EAs should provide a personal information collection statement based on the information they are going to obtain from the FDH.

Note : This is a sample document for reference only. Parties referring to this sample should ensure that its contents are appropriate for their use before adoption. They are also reminded to seek independent professional advice where appropriate.

* Please delete where appropriate

Please “✓” as appropriate

[Name of Employment Agency]

[職業介紹所名稱]

[Address 地址]

[Telephone and Fax Number/Email Address

電話及傳真號碼/電郵地址]

Sample Receipt from EA – to FDH

職業介紹所收據樣本 - 發給外籍家庭傭工

Date 日期： _____

Name of Foreign Domestic Helper 外傭姓名： _____

Name of Employer 僱主姓名： _____

Telephone/Email Address of Employer 僱主電話 / 電郵地址： _____

Working Location (Employer's residential address)

工作地點 (僱主地址)： _____

Commission fee (must not be more than 10% of the job-seeker's first-month wages received for successful job placement) 佣金費用 (不得多於求職者覓得職位後收取的第一個月工資的百分之十)	<input type="checkbox"/> Cash 現金 <input type="checkbox"/> Bank Transfer 銀行轉帳	\$ _____
---	---	----------

A copy of the Service Agreement with employment agency and signed by both parties has been provided to the FDH

已向外傭提供由職業介紹所及外傭雙方簽署的服務協議

A copy of the Standard Employment Contract signed by both the employer and FDH has been provided to the FDH

已向外傭提供由僱主及外傭雙方簽署的標準僱傭合約

For items with "□", please "✓" as appropriate
 請在適當方格內填上「✓」號

- EA does not keep the personal properties of the FDH such as passport, Hong Kong Identity Card, Automatic Teller Machine Card (ATM card), etc. (if applicable)

職業介紹所並無代為保管外傭的個人物品，如護照、香港身分證、提款卡等（如適用）

_____ Signature of FDH 外傭簽署 (Name 姓名：_____)	_____ Signature of Employment Agency Representative 職業介紹所代表簽署 (Name 姓名：_____)	_____ Company chop of Employment Agency 職業介紹所的公司印鑑
Date 日期：_____	(Position 職位：_____)	
	Date 日期：_____	

Note: This is a sample document for reference only. Parties referring to this sample should ensure that its contents are appropriate for their use before adoption. They are also reminded to seek independent professional advice where appropriate. 此樣本文件只供參考，有關人士在使用前須確保其內容適合作相關用途。如有需要，應尋求專業人士的獨立意見。

For items with “□”, please “√” as appropriate
請在適當方格內填上「√」號

[Name of Employment Agency]

[職業介紹所名稱]

[Address 地址]

[Telephone and Fax Number/Email Address

電話及傳真號碼/電郵地址]

Sample Receipt from EA – to FDH Employer 職業介紹所收據樣本 - 發給外傭僱主

Date 日期： _____

Name of Employer 僱主姓名： _____

Telephone/Email Address of Employer
僱主電話 / 電郵地址： _____

Name of Foreign Domestic Helper 外傭姓名： _____

Expected date of reporting duty 預計到職日期： _____

Agency fee for Employing FDH (Please refer to the Service Agreement for the service included in the agency fee) 聘請外傭費用 (請參閱「服務協議」內列明的收費及其包括的服務)		\$
Other charges (if applicable) 其他費用 (如適用)		\$
Total 合計		\$
Paid amount 已付金額	<input type="checkbox"/> Cash 現金 <input type="checkbox"/> EPS 易辦事 <input type="checkbox"/> Cheque 支票	\$
Outstanding balance 尚欠金額		\$

* Please delete where appropriate 請刪去不適用者
For items with "□", please "✓" as appropriate 請在適當方格內填上「✓」號

Service Agreement has been provided to the employer
已向僱主提供「服務協議」

Terms of Guarantee is set out in the Service Agreement / set out here*:

保證條款已在「服務協議」內列明 / 列明如下*：

Refund / Other arrangements are set out in the Service Agreement / set out here*:

退款 / 其他安排已在「服務協議」內列明 / 列明如下*：

Signature of Employment Agency
Representative
職業介紹所代表簽署

(Name 姓名：_____)

(Position 職位：_____)

Date 日期：_____

Company chop of Employment Agency
職業介紹所的公司印鑑

Note : This is a sample document for reference only. Parties referring to this sample should ensure that its contents are appropriate for their use before adoption. They are also reminded to seek independent professional advice where appropriate. 此樣本文件只供參考，有關人士在使用前須確保其內容適合作相關用途。如有需要，應尋求專業人士的獨立意見。

* Please delete where appropriate 請刪去不適用者
For items with “□”, please “✓” as appropriate 請在適當方格內填上「✓」號

D.H. Contract No. _____

Employment Contract

(For A Domestic Helper recruited from abroad)

This contract is made between _____ ("the Employer")
and _____ ("the Helper") on _____
and has the following terms:

1. The Helper's place of origin for the purpose of this contract is _____

2. (A)[†] The Helper shall be employed by the Employer as a domestic helper for a period of two years commencing on the date on which the Helper arrives in Hong Kong.
- (B)[†] The Helper shall be employed by the Employer as a domestic helper for a period of two years commencing on _____, which is the date following the expiry of D.H. Contract No. _____ for employment with the same employer.
- (C)[†] The Helper shall be employed by the Employer as a domestic helper for a period of two years commencing on the date on which the Director of Immigration grants the Helper permission to remain in Hong Kong to begin employment under this contract.
3. The Helper shall work and reside in the Employer's residence at _____

4. (a) The Helper shall only perform domestic duties as per the attached Schedule of Accommodation and Domestic Duties for the Employer.
- (b) The Helper shall not take up, and shall not be required by the Employer to take up, any other employment with any other person.

*Delete where inappropriate.

† Use either Clause 2A, 2B or 2C whichever is appropriate.

- (c) The Employer and the Helper hereby acknowledge that Clause 4 (a) and (b) will form part of the conditions of stay to be imposed on the Helper by the Immigration Department upon the Helper's admission to work in Hong Kong under this contract. A breach of one or both of the said conditions of stay will render the Helper and/or any aider and abettor liable to criminal prosecution.
5. (a) The Employer shall pay the Helper wages of HK\$_____ per month. The amount of wages shall not be less than the minimum allowable wage announced by the Government of the Hong Kong Special Administrative Region and prevailing at the date of this contract. An employer who fails to pay the wages due under this employment contract shall be liable to criminal prosecution.
- (b) The Employer shall provide the Helper with suitable and furnished accommodation as per the attached Schedule of Accommodation and Domestic Duties and food free of charge. If no food is provided, a food allowance of HK\$_____ a month shall be paid to the Helper.
- (c) The Employer shall provide a receipt for payment of wages and food allowance and the Helper shall acknowledge receipt of the amount under his/her* signature.
6. The Helper shall be entitled to all rest days, statutory holidays, and paid annual leave as specified in the Employment Ordinance, Chapter 57.
7. (a) The Employer shall provide the Helper with free passage from his/her* place of origin to Hong Kong and on termination or expiry of this contract, free return passage to his/her* place of origin.
- (b) A daily food and travelling allowance of HK\$100 per day shall be paid to the Helper from the date of his/her* departure from his/her* place of origin until the date of his/her* arrival at Hong Kong if the travelling is by the most direct route. The same payment shall be made when the Helper returns to his/her* place of origin upon expiry or termination of this contract.

*Delete where inappropriate.

8. The Employer shall be responsible for the following fees and expenses (if any) for the departure of the Helper from his/her place of origin and entry into Hong Kong:-
- (i) medical examination fees;
 - (ii) authentication fees by the relevant Consulate;
 - (iii) visa fee;
 - (iv) insurance fee;
 - (v) administration fee or fee such as the Philippines Overseas Employment Administration fee, or other fees of similar nature imposed by the relevant government authorities; and
 - (vi) others: _____

In the event that the Helper has paid the above costs or fees, the Employer shall fully reimburse the Helper forthwith the amount so paid by the Helper upon demand and production of the corresponding receipts or documentary evidence of payment.

9. (a) In the event that the Helper is ill or suffers personal injury during the period of employment specified in Clause 2, except for the period during which the Helper leaves Hong Kong of his/her* own volition and for his/her* own personal purposes, the Employer shall provide free medical treatment to the Helper. Free medical treatment includes medical consultation, maintenance in hospital and emergency dental treatment. The Helper shall accept medical treatment provided by any registered medical practitioner.
- (b) If the Helper suffers injury by accident or occupational disease arising out of and in the course of employment, the Employer shall make payment of compensation in accordance with the Employees' Compensation Ordinance, Chapter 282.
- (c) In the event of a medical practitioner certifying that the Helper is unfit for further service, the Employer may subject to the statutory provisions of the relevant Ordinances terminate the employment and shall immediately take steps to repatriate the Helper to his/her* place of origin in accordance with Clause 7.

10. Either party may terminate this contract by giving one month's notice in writing or one month's wages in lieu of notice.

*Delete where inappropriate.

11. Notwithstanding Clause 10, either party may in writing terminate this contract without notice or payment in lieu in the circumstances permitted by the Employment Ordinance, Chapter 57.
12. In the event of termination of this contract, both the Employer and the Helper shall give the Director of Immigration notice in writing within seven days of the date of termination. A copy of the other party's written acknowledgement of the termination shall also be forwarded to the Director of Immigration.
13. Should both parties agree to enter into new contract upon expiry of the existing contract, the Helper shall, before any such further period commences and at the expense of the Employer, return to his/her* place of origin for a paid/unpaid* vacation of not less than seven days, unless prior approval for extension of stay in Hong Kong is given by the Director of Immigration.
14. In the event of the death of the Helper, the Employer shall pay the cost of transporting the Helper's remains and personal property from Hong Kong to his/her* place of origin.
15. Save for the following variations, any variation or addition to the terms of this contract (including the annexed Schedule of Accommodation and Domestic Duties) during its duration shall be void unless made with the prior consent of the Commissioner for Labour in Hong Kong:
 - (a) a variation of the period of employment stated in Clause 2 through an extension of the said period of not more than one month by mutual agreement and with prior approval obtained from the Director of Immigration;
 - (b) a variation of the Employer's residential address stated in Clause 3 upon notification in writing being given to the Director of Immigration, provided that the Helper shall continue to work and reside in the Employer's new residential address;
 - (c) a variation in the Schedule of Accommodation and Domestic Duties made in such manner as prescribed under item 6 of the Schedule of Accommodation and Domestic Duties; and

*Delete where inappropriate.

(d) a variation of item 4 of the Schedule of Accommodation and Domestic Duties in respect of driving of a motor vehicle, whether or not the vehicle belongs to the Employer, by the helper by mutual agreement in the form of an Addendum to the Schedule and with permission in writing given by the Director of Immigration for the Helper to perform the driving duties.

16. The above terms do not preclude the Helper from other entitlements under the Employment Ordinance, Chapter 57, the Employees' Compensation Ordinance, Chapter 282 and any other relevant Ordinances.

17. The Parties hereby declare that the Helper has been medically examined as to his/her fitness for employment as a domestic helper and his/her medical certificate has been produced for inspection by the Employer.

Signed by the Employer _____
(Signature of Employer)

in the presence of _____
(Name of Witness) _____
(Signature of Witness)

Signed by the Helper _____
(Signature of Helper)

in the presence of _____
(Name of Witness) _____
(Signature of Witness)

*Delete where inappropriate.

Schedule of Accommodation and Domestic Duties

1. Both the Employer and the Helper should sign to acknowledge that they have read and agreed to the contents of this Schedule, and to confirm their consent for the Immigration Department and other relevant government authorities to collect and use the information contained in this Schedule in accordance with the provisions of the Personal Data (Privacy) Ordinance.

2. Employer's residence and number of persons to be served

A. Approximate size of flat/house _____ square feet/square metres*

B. State below the number of persons in the household to be served on a regular basis:

_____ adult _____ minors (aged between 5 to 18) _____ minors (aged below 5) _____ expecting babies.

_____ persons in the household requiring constant care or attention (excluding infants).

(Note: Number of Helpers currently employed by the Employer to serve the household _____)

3. Accommodation and facilities to be provided to the Helper

A. Accommodation to the Helper

While the average flat size in Hong Kong is relatively small and the availability of separate servant room is not common, the Employer should provide the Helper suitable accommodation and with reasonable privacy. Examples of unsuitable accommodation are: The Helper having to sleep on made-do beds in the corridor with little privacy and sharing a room with an adult/teenager of the opposite sex.

*delete where inappropriate.

- Yes. Estimated size of the servant room _____ square feet/square metres*
- No. Sleeping arrangement for the Helper:
 - Share a room with _____ child/children aged _____
 - Separate partitioned area of _____ square feet/square metres*
 - Others. Please describe _____

B. Facilities to be provided to the Helper:

(Note: Application for entry visa will normally not be approved if the essential facilities from item (a) to (f) are not provided free.)

- | | | |
|---------------------------------------|------------------------------|-----------------------------|
| (a) Light and water supply | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (b) Toilet and bathing facilities | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (c) Bed | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (d) Blankets or quilt | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (e) Pillows | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (f) Wardrobe | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (g) Refrigerator | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (h) Desk | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (i) Other facilities (Please specify) | _____ | |
| | _____ | |
| | _____ | |

4. The Helper should only perform domestic duties at the Employer's residence. Domestic duties to be performed by the Helper under this contract exclude driving of a motor vehicle of any description for whatever purposes, whether or not the vehicle belongs to the Employer.

*delete where inappropriate.
 tick as appropriate.

5. Domestic duties include the duties listed below.

Major portion of domestic duties:-

1. Household chores
2. Cooking
3. Looking after aged persons in the household (constant care or attention is required/not required*)
4. Baby-sitting
5. Child-minding
6. Others (please specify) _____

6. The Employer shall inform the Helper and the Director of Immigration of any substantial changes in item 2, 3 and 5 by serving a copy of the Revised Schedule of Accommodation and Domestic Duties (ID 407G) signed by both the Employer and the Helper to the Director of Immigration for record.

Employer's name and signature

Date

Helper's name and signature

Date

*delete where inappropriate.

家庭傭工合約號碼_____

僱傭合約

(適用於從外國聘用的家庭傭工)

本合約由_____ (『僱主』) 和_____ (『傭工』)
於_____年_____月_____日訂立。並載有下列各項條件：

1. 就本合約而言，傭工的原居地是_____
2. (A)⁺ 傭工將由僱主聘用為家庭傭工，為期兩年，由傭工到達香港當日起計。
(B)⁺ 傭工將由僱主聘用為家庭傭工，為期兩年，由_____ (日期) 起計，該日即是與同一僱主簽訂家庭傭工合約 (號碼_____) 屆滿日期之後的一日。
(C)⁺ 傭工將由僱主聘用為家庭傭工，為期兩年，由入境事務處處長批准傭工在香港逗留以開始按照本合約受僱工作之日起計。
3. 傭工須於僱主的住址工作及居住，住址為_____
4. (a) 傭工只能根據附錄的「住宿及家務安排」為僱主料理家務。
(b) 傭工不得受僱於任何其他人士從事任何其他職務，僱主亦不得著令傭工受僱於任何其他人士從事任何其他職務。
(c) 僱主及傭工現承認第4(a)及(b)項為入境事務處准許該傭工來港履行此合約時所施加的逗留條件的一部分。違反以上任何一項逗留條件可導致該傭工及 / 或其教唆者遭受刑事檢控。
5. (a) 僱主須每月向傭工支付港幣_____元的工資。工資的金額不得少於香港特別行政區政府公布，並於訂立本合約的日期適用的「規定最低工資」。僱主如沒有按本僱傭合約支付到期應付的工資可遭受刑事檢控。
(b) 僱主須根據附錄的「住宿及家務安排」免費為傭工提供合適的和設有家具的居所及膳食。如不提供膳食，則應每月給予傭工港幣_____元的膳食津貼。
(c) 僱主在支付工資及膳食津貼時須提供收據，而傭工須在收據上簽署以確認收到有關款項。
6. 傭工應享有香港法例第57章《僱傭條例》所規定的所有休息日、法定假日及有薪年假。

*刪除不適用者

⁺選擇2A、2B或2C其中適用的一項

7. (a) 僱主須負責僱工自原居地到香港的旅費及於合約終止或屆滿時返回原居地的旅費。
- (b) 如僱工採取最直接的路線來港，則自離開其原居地當日起計直至抵達香港為止的期間，每天應得港幣壹佰元的膳食及交通津貼。僱工在本合約屆滿或終止後返回其原居地時，亦應得相同的津貼金額。
8. 僱主應負責僱工離開其原居地及進入香港所需的下列費用（如有的話）：
- (i) 體格檢驗費用；
 - (ii) 有關領事館的核實費用；
 - (iii) 簽證費；
 - (iv) 保險費；
 - (v) 行政費用，或其他如菲律賓海外僱傭行政費，或有關政府機構徵收的類似費用；
 - (vi) 其他：_____
- 如僱工已繳付以上費用，僱主在僱工出示該類付款的收據或證明文件時，須發還有關費用給僱工。
9. (a) 當僱工在第2條款指明的受僱期內（但不包括僱工出於自願及基於個人理由離開香港期間）生病或受傷，無論是否因受僱而引致，僱主須提供免費醫療，包括診症費用、住院費用及牙科急診。僱工須接受任何註冊醫生的診治服務。
- (b) 如僱員在受僱工作期間因工遭遇意外而受傷或患上職業病，則僱主須根據香港法例第282章《僱員補償條例》支付補償款項。
- (c) 如有醫生證明僱工不適宜再繼續工作，僱主可在不違反有關條例的規定下終止僱傭合約，並應立即採取行動，根據第7條款將僱工遣返原居地。
10. 本合約任何一方可給予對方一個月的書面通知或支付相等於一個月薪金的代通知金，以終止本合約。
11. 儘管第10條款已有規定，但在香港法例第57章《僱傭條例》所准許的情況下，本合約任何一方均可毋須給予通知或支付代通知金而以書面終止合約。
12. 在終止本合約時，僱主及僱工須於合約終止日期的七天內各自向入境事務處處長提出書面通知，亦須將對方作出的關於終止合約的書面確認的副本遞交入境事務處處長。
13. 如雙方同意於現行合約屆滿時續訂合約，除非事先獲得入境事務處處長批准在港延期逗留，否則在新合約開始前，僱工須返回其原居地放取不少於七天的有薪 / 無薪*假期，費用由僱主支付。
14. 如僱工死亡，僱主須負責支付將僱工遺體及個人物品運返其原居地的運費。

*刪除不適用者

15. 對本合約條款在有效期間作出的任何變更或增加（包括附錄的「住宿及家務安排」），除非獲得香港勞工處處長同意，否則均屬無效，但下列變更除外：
- (a) 對在第 2 條款註明的僱用期作出變更，而該變更屬延長傭工的僱用期不多於一個月，並經雙方同意及預先得到入境事務處處長的批准；
 - (b) 對在第 3 條款註明的僱主住址作出變更，並經已書面通知入境事務處處長，而該傭工須繼續於僱主新的住址工作及居住；
 - (c) 按照「住宿及家務安排」第 6 項的規定方式下對住宿及家務安排作出更改；
 - (d) 對「住宿及家務安排」第 4 項，在雙方同意及入境事務處處長書面批准下，以補遺方式作出變更，以容許傭工執行駕駛車輛職責，不論該車輛是否屬於僱主所有。
16. 以上條款並不妨礙傭工享受香港法例第 57 章《僱傭條例》，香港法例第 282 章《僱員補償條例》及其他有關條例所規定的其他權利。
17. 有關人等現謹聲明：該傭工已接受有關其是否適合擔任家庭傭工一職的體格檢驗，其醫生證明書亦已出示給僱主審閱。

由僱主簽署 _____
(僱主簽署)

見證人： _____
(姓名) _____
(見證人簽署)

由傭工簽署 _____
(傭工簽署)

見證人： _____
(姓名) _____
(見證人簽署)

住宿及家務安排

1. 僱主及傭工雙方均須簽署承認他們已閱讀及同意本安排的內容，並確認他們同意入境事務處及其他有關政府機構可根據《個人資料（私隱）條例》收集及使用本安排內所載的資料。

2. 僱主的住所及所須照料的人數：

(A) 住所的面積約為_____平方呎/平方公尺*

(B) 在下面說明須要經常照料的家庭人數：

_____名成人_____名未成年子女（年齡介乎5至18歲）

_____名小孩（5歲以下）_____名將出生的嬰兒

_____家庭成員須要經常照料或留意（不包括幼年人）

（註：現時僱主聘用以照料家庭的傭工數目是_____名）

3. 提供給傭工的住宿及設備

(A) 給傭工的住宿

雖然香港樓宇的面積平均比較細小，能提供獨立工人房的並不普遍，但僱主應給予傭工合適及有合理私隱的住宿地方。不適當住宿安排的例子有：傭工須要睡於擺放在走廊而沒有私人空間的臨時床鋪和與異性成人/青少年同住一房間。

有 工人房的大小估計為_____平方呎/平方公尺*

沒有 傭工的睡眠安排

與_____名年齡為_____歲的小孩同住一房間

分隔開的地方，大約_____平方呎/平方公尺*

其他。請詳述_____

(B) 會提供給傭工的設備

（註：以下由(a)至(f)的基本設備如不是免費提供的話，入境簽證的申請通常是不會獲批准的）

* 刪除不適用者

請於適當的空格填上「✓」號

- | | | |
|----------------|----------------------------|-----------------------------|
| (a) 水電供應 | <input type="checkbox"/> 有 | <input type="checkbox"/> 沒有 |
| (b) 廁所及沐浴設備 | <input type="checkbox"/> 有 | <input type="checkbox"/> 沒有 |
| (c) 床舖 | <input type="checkbox"/> 有 | <input type="checkbox"/> 沒有 |
| (d) 氈或被 | <input type="checkbox"/> 有 | <input type="checkbox"/> 沒有 |
| (e) 枕頭 | <input type="checkbox"/> 有 | <input type="checkbox"/> 沒有 |
| (f) 衣櫃 | <input type="checkbox"/> 有 | <input type="checkbox"/> 沒有 |
| (g) 雪櫃 | <input type="checkbox"/> 有 | <input type="checkbox"/> 沒有 |
| (h) 桌子 | <input type="checkbox"/> 有 | <input type="checkbox"/> 沒有 |
| (i) 其他設備 (請說明) | _____ | |

4. 傭工只可以在僱主的住所執行家務職責。傭工根據本僱傭合約執行的家務職責，並不包括駕駛任何類型的車輛，不論駕駛目的為何，亦不論該車輛是否屬於僱主所有。

5. 家務職責包括下列的工作：

主要家務職責：

- (a) 家庭雜務
- (b) 煮食
- (c) 照料家中老年人士 (須要/不須要*經常照料或留意)
- (d) 褓姆
- (e) 照顧小孩
- (f) 其他 (請說明) _____

6. 如上述第2、3及5項有任何重大變更，僱主須要通知該傭工及入境事務處處長，並送交一份經僱主及傭工雙方簽署的修訂住宿及家務安排表 (ID 407G) 副本予入境事務處處長，以作紀錄。

僱主姓名及簽署

日期

傭工姓名及簽署

日期

- * 刪除不適用者
- 請於適當的空格填上「✓」號

(Tagalog Version)

D.H. Contract No. _____

Kontrata sa Paggawa **(Para sa kasambahay na nakalap mula sa ibang bansa)**

Ang kontrata na ito ay ginawa sa pagitan nina _____
(ang "Amo",) at _____ (ang "Kasambahay")
noong _____ na may mga sumusunod na kondisyon:

1. Ang pook ng pinagmulan ng Kasambahay, para sa layunin ng kontratang ito ay _____

2. (A)† Ang Kasambahay ay kinuha ng Amo bilang kasambahay sa loob ng dalawang taon na magsisimula sa araw na ang Kasambahay ay dumating sa Hong Kong.

(B)† Ang Kasambahay ay kinuha ng Amo upang magtrabaho bilang kasambahay sa loob ng dalawang taon magmula _____, na ang petsa ay kasunod na araw ng pagtatapos ng D.H. Contract No. _____ para magtrabaho sa nasabing amo.

(C)† Ang Kasambahay ay kinuha ng Amo bilang kasambahay sa loob ng dalawang taon magmula sa petsa na kung kailan pinahintulutan ng Director of Immigration ang Kasambahay na manatili sa Hong Kong para magsimulang magtrabaho ayon sa kontratang ito.
3. Ang Kasambahay ay magtatrabaho at maninirahan sa bahay ng Amo na matatagpuan sa _____.
4. (a) Ang Kasambahay ay dapat gumanap lamang ng mga tungkuling pantahanan ayon sa nakapaloob na "Schedule of Accomodation and Domestic Duties for the Employer".

(b) Ang Kasambahay ay hindi dapat tumanggap, at hindi dapat hilingan ng Amo na tumanggap ng iba pang trabaho sa ibang tao.

(c) Ang Amo at ang Kasambahay sa pamamagitan nito ay kinikilala na ang Clause 4 (a) at (b) ay magiging bahagi ng mga kondisyon ng pamamalagi na ipapataw ng Immigration Department sa Kasambahay sa oras na tinanggap niya ang

* Tanggalin kung kinakailangan.

† Gamitin ang Clause 2A, 2B o 2C kung alin man ang nararapat.

trabaho sa Hong Kong ayon sa kontratang ito. Ang Kasambahay at/o sinumang tutulong sa kanya sa pagsira sa isa o kapwa nasabing kondisyon ng pamamalagi ay mananagot sa pag-uusig na kriminal.

5. (a) Ang Amo ay dapat bayaran ang sahod ng Kasambahay ng HK\$ _____ bawat buwan. Ang halaga ng sahod ay hindi maaaring bumaba sa pinakamababang sahod na inihayag ng Pamahalaan ng Hong Kong Special Administrative Region at umiiral sa petsa ng kontratang ito. Ang Amo hindi sumusunod sa pagbabayad ng sahod na nakasaad sa kontratang ito ay mananagot sa pag-uusig na Kriminal.
 - (b) Ang Amo ay dapat magbigay sa Kasambahay ng may kasangkapan at akmalang tirahan ayon sa nakapaloob na "Schedule of Accommodation and Domestic Duties" at ng libreng pagkain. Kung walang pagkaing ibibigay, ang panggastos sa pagkain na HK\$ _____ bawat buwan ay dapat bayaran sa Kasambahay.
 - (c) Ang Amo ay dapat magbigay ng resibo sa pagbayad ng sahod at panggastos sa pagkain at ang Kasambahay ay dapat magpatunay sa pagtanggap ng bayad na may lagda.
6. Ang Kasambahay ay dapat mabigyan ng karapatan sa lahat ng araw ng pahinga, statutory holidays, at taunang bakasyon na may bayad na tahasang sinsabi sa Ordinansa ng Paggawa, Kabanata 57.
 7. (a) Ang Amo ay dapat magbigay sa Kasambahay ng libreng pamasaha mula sa kanyang pook ng pinagmulan papuntang Hong Kong, at sa pagputol o pagtapos ng kontratang ito, libreng pamasaha pabalik sa kanyang pook ng pinagmulan.
 - (b) Ang gastos sa pang-araw-araw na pagkain at sa paglalakbay sa halagang HK\$100 bawat araw ay dapat bayaran sa Kasambahay mula sa araw ng pag-alis galing sa kanyang pook ng pinagmulan hanggang sa araw ng kanyang pagdating sa Hong Kong kung ang paglalakbay ay sa pinakadirektang ruta. Kasinghalagang bayad ang dapat ibigay sa Kasambahay sa pagbalik sa kanyang pook ng pinagmulan sa sandaling matapos o maputol ang kontratang ito.
8. Ang Amo ay dapat managot sa mga sumusunod na mga bayarin at gastusin (kung mayroon man) para sa pag-alis ng Kasambahay mula sa kanyang pook ng pinagmulan at sa pagpasok sa Hong Kong:
 - (i) mga bayarin para sa iksamenasyong medikal;
 - (ii) bayarin sa pagpapatunay (authentication fees) ng nauukol na Konsulado;

* Tanggalin kung kinakailangan.

- (iii) bayarin sa bisa;
- (iv) bayarin sa seguro;
- (v) bayaring administratibo o bayarin gaya ng "Philippine Overseas Employment Administration fee", o iba pang bayarin na magkakahalintulad na pinataw ng kinauukulang sangay ng pamahalaan; at
- (vi) iba pa: _____

9. Sa pagkakataon na ang Kasambahay ay nagbayad ng mga gastusin at bayarin na nakasaad sa itaas, ang Amo ay dapat agad na bayaran ng buo ang halagang ibinayad ng Kasambahay sa sandali ng paghingi at pagpapakita ng mga nauukol na resibo at dokumento na nagpapatunay ng bayad.

- (a) Sa pagkakataon na ang Kasambahay ay maysakit o magkapinsala sa loob ng panahon ng pagtatrabaho na nakasaad sa Clause 2, maliban sa panahon kung kailan ang Kasambahay ay umalis ng Hong Kong sa kanyang sariling kagustuhan at para sa kanyang pansariling kadahilanan, ang Amo ay dapat na magbigay ng libreng pagpapagamot sa Kasambahay. Kabilang sa libreng pagpapagamot ay ang pagpapakonsulta sa doktor, pamamalagi sa ospital at ang pagpapagamot ng ngipin sa oras ng biglaang pangangailangan. Ang Kasambahay ay dapat tanggapin ang pagpapagamot mula sa sinumang rehistradong doktor.
- (b) Kung ang Kasambahay ay mapinsala sanhi ng aksidente o sakit dahil sa pagtrabaho o habang nagtatrabaho, ang Amo ay dapat na magbayad ng kompensasyong naaayon sa Employees' Compensation Ordinance, Kabanata 282.
- (c) Sa pagkakataong ang doktor ay nagpapatunay na ang Kasambahay ay wala ng kakayanang maglingkod, ang Amo, ayon sa mga probisyon ng naangkop na Ordinansa, ay maaaring itigil o tapusin ang pagtatrabaho at agarang gumawa ng mga hakbang upang ang Kasambahay ay maibalik sa kanyang pook ng pinagmulan ayon sa Clause 7.

10. Alinmang panig ay maaring tapusin o itigil ang kontratang ito sa pamamagitan ng pagbibigay ng nakasulat na isang buwang abiso o isang buwang suweldo sa halip na abiso.

* Tanggalin kung kinakailangan.

11. Sa kabila ng Clause 10, alinmang panig sa pamamagitan ng sulat ay maaring tapusin o itigil ang kontrata kahit na walang abiso o kabayaranang kapalit, ayon sa mga pangyayaring pinapayagan ng Employment Ordinance, Kabanata 57.
12. Sa pagkakataong natapos o natigil ang kontrata, ang Amo at ang Kasambahay ay kapwa dapat magbigay sa Director of Immigration ng nakasulat na abiso sa loob ng pitong araw pagkatapos ang pagtigil ng kontrata. Kailangan ring isumite sa Director of Immigration ang isang kopya ng sulat na nagsasaad na tinanggap ng kabilang panig ang pagtigil ng kontrata.
13. Sakaling ang parehong panig ay magkasundong pumasok sa bagong kontrata matapos mawalan ng bisa ang kasalukuyang kontrata, ang Kasambahay ay, bago mag-umpisa ang bagong kontrata at sa kagustuhan ng Amo, kailangang bumalik sa kanyang pook ng pinagmulan para sa bakasyon na mayroong/walang* bayad na hindi iikli sa pitong araw, maliban na lamang kung may paunang pahintulot mula sa Director of Immigration na dugtungan ang pamamalagi sa Hong Kong.
14. Sa pangyayaring mamatay ang Kasambahay, Ang Amo ay dapat na bayaran ang halaga ng pagbibiyaha ng labi ng Kasambahay at mga personal na ari-arian nito galing Hong Kong pabalik sa kanyang pook ng pinagmulan.
15. Maliban sa mga sumusunod na mga pagbabago, anumang pagbabago o pagdadagdag sa mga nakasaad sa kontratang ito (maging sa nakalakip na "Schedule of Accommodation and Domestic Duties"), sa panahon na ang kontrata ay epektibo pa, ay walang bisa maliban na lamang kung may paunang pahintulot mula sa Commissioner for Labour ng Hong Kong.
 - (a) pagbabago sa durasyon ng pagtatrabaho na nakasaad sa Clause 2 sa pamamagitan ng pagpapahaba ng nasabing durasyon na hindi lalampas sa isang buwan na pinagkasunduan ng parehong panig at may paunang pahintulot mula sa Director of Immigration;
 - (b) pagbabago sa tirahan ng Amo na nakasaad sa Clause 3 na ipinagbigay-alam sa Director of Immigration sa pamamagitan ng sulat, sa kondisyon na ang Kasambahay ay magpapatuloy sa kanyang trabaho at pagtira sa bagong tirahan ng Amo,
 - (c) pagbabago sa "Schedule of Accommodation and Domestic Duties" na ginawa ayon sa item 6 ng "Schedule of Accommodation and Domestic Duties"; at

* Tanggalin kung kinakailangan.

- (d) pagbabago sa item 4 ng "Schedule of Accommodation and Domestic Duties" na may kinalaman sa pagmamaneho ng Kasambahay ng isang sasakyang de-motor, pag-aari man o hindi ng Amo ang sasakyan, at may kasunduan sa pagitan ng parehong panig sa pamamagitan ng isang Addendum to the Schedule at may nakasulat na pahintulot mula sa Director of Immigration para sa Kasambahay na gampanan ang tungkulin na pagmamaneho ng sasakyan.
16. Ang mga nakasaad sa itaas ay hindi hinahadlangan ang Kasambahay sa kanyang iba pang karapatan o benepisyo sa ilalim ng Employment Ordinance, Kabanata 57, ang Employees Compensation Ordinance, Kabanata 282 at iba pang naaangkop na mga ordinansa.
17. Pinatutunayan ng parehong panig na ang Kasambahay ay sumailalim sa isang iksamenasyong medikal upang masiguro na siya ay malusog upang magtabaho bilang kasambahay at ang medical certificate ay ipinakita para sa pagsusuri ng Amo.

Nilagdaan ng Amo _____
(Lagda ng Amo)

Sa harap ni _____
(Pangalan ng Saksi) (Lagda ng Saksi)

Nilagdaan ng Helper _____
(Lagda ng Helper)

Sa harap ni _____
(Pangalan ng Saksi) (Lagda ng Saksi)

Schedule of Accommodation and Domestic Duties

1. Kapuwa ang Amo at ang Kasambahay ay dapat pumirma bilang pagpapatunay na nabasa at sumasang-ayon sila sa mga nilalaman ng "Schedule" na ito, at pinapatunayan na kanilang pinahihintulutan ang Immigration Department at iba pang mga sangay ng pamahalaan na kumuha at gamitin ang mga impormasyong napapaloob sa "Schedule" na ito alinsunod sa mga probisyon ng Personal Data (Privacy) Ordinance.

2. Tahanan ng Amo at ang bilang ng mga taong pagsisilbihan

A) Tinatayang sukat ng bahay _____ piye kwadrado/metro kwadrado*

B) Ipahayag sa ibaba ang bilang ng mga tao sa loob ng tahanan na pagsisilbihan sa regular na batayan:

_____ matanda

_____ bata (may edad 5 hanggang 18)

_____ bata (may edad 4 pababa) _____

_____ mga inaasahang isisilang na bata.

_____ mga tao sa tahanan na kinakailangan ng patuloy na pag-aaruga o pansin (hindi kasama ang mga sanggol).

(Tandaan: Bilang ng Kasambahay na kasalukuyang nagtatrachaho sa Amo na naninilbihan sa tahanan _____)

3. Tirahan at mga gamit na ibibigay sa Kasambahay

A) Tirahan para sa Kasambahay

Habang ang karaniwang laki ng bahay sa Hong Kong kung ikukumpara ay maliit at ang pagkakaroon ng hiwalay na kwarto para sa mga Kasambahay ay hindi karaniwan, dapat bigyan ng Amo ang Kasambahay ng akmang tirahan na may makatuwirang kasarinlan. Halimbawa ng hindi akmang tirahan ay: Ang Kasambahay ay pinapatulog sa mga hindi komportableng kama sa pasilyo na may kakaunting kasarinlan at siya ay nakikitulog sa kuwarto ng isang matanda/teenager ng hindi kapareho ng kasarian.

* Tanggalin kung kinakailangan.

Oo. Tinatayang sukat ng kwarto ng Kasambahay _____ piye kwadrado / metro kwadrado*

Hindi. Napagkasunduang tulugan ng Kasambahay:

Makikitulog sa kwarto ng _____ bata/mga bata na may gulang na _____

nakahiwalay na lugar na may laki _____ piye kwadrado/metro kwadrado*

Iba pa. Ilarawan _____

B) Mga pasilidad na ipapagamit sa Kasambahay:

(Tandaan: Ang pagkuha ng entry visa ay karaniwang hindi pinahihintulutan kung ang mga kinakailangang pasilidad na nakalista mula (a) hanggang (f) ay hindi ibibigay ng libre.)

(a) Tubig at ilaw Oo Hindi

(b) Banyo at mga gamit dito Oo Hindi

(c) Kama Oo Hindi

(d) Kumot o kubrekama Oo Hindi

(e) Unan Oo Hindi

(f) Damit Oo Hindi

(g) Refrigerator Oo Hindi

(h) Mesa Oo Hindi

(i) Iba pang pasilidad (Pakibanggit) _____

4. Ang Kasambahay ay dapat gumanap lamang ng mga tungkuling pantahanan sa bahay ng kanyang Amo. Alinsunod sa kontratang ito, hindi kasama sa mga tungkuling pangtahanan ng Kasambahay ang pagmamaneho ng mga sasakyang de-motor ng kahit anong uri para sa kung ano pa mang layunin, pag-aari man o hindi ng Amo ang sasakyan.

* Tangalin kung kinakailangan.

Lagyan ng check kung alin ang tama.

5. Kasama sa mga tungkuling pantahanan ang mga sumusunod.

Malaking bahagi ng mga tungkuling pantahanan:

1. Mga gawaing bahay
 2. Pagluluto
 3. Pag-alaga sa matanda na kasama sa bahay (patuloy na pag-aaruga o pansin ay kailangan/hindi kailangan*)
 4. Pag-alaga sa bata
 5. Pag tingin sa bata
 6. Iba pa (Pakibanggit) _____
6. Dapat ipagbigay-alam ng Amo sa Helper at sa Director of Immigration ang anumang kaukulang pagbabago sa item 2, 3 at 5 sa pamamagitan ng pagbigay ng kopya ng "Revised Schedule of Accomodation and Domestic Duties" (ID 407G) sa Director of Immigration na pirmado ng kapwa Amo at Helper para maitala.

Pangalan ng Amo at Lagda

Petsa

Pangalan ng Kasambahay at Lagda

Petsa

* Tangalin kung kinakailangan.

(Indonesian Version)

Kontrak PRT (D.H. Contract) No. _____

Perjanjian Kerja **(Untuk Penata Rumah Tangga yang direkrut dari luar Hong Kong)**

Kontrak ini dibuat antara _____ (“Majikan”)
dan _____ (“Pembantu”) pada tanggal _____
_____ dengan ketentuan-ketentuan sebagai berikut:

1. Tempat asal Pembantu untuk tujuan kontrak ini adalah _____

2. (A)† Pembantu akan dipekerjakan oleh Majikan sebagai pembantu rumah tangga untuk jangka waktu dua tahun dimulai sejak tanggal kedatangan Pembantu di Hong Kong.

(B)† Pembantu akan dipekerjakan oleh Majikan sebagai seorang pembantu rumah tangga untuk jangka waktu dua tahun dimulai sejak tanggal _____, yang merupakan tanggal berakhirnya Kontrak PRT No. _____ untuk pekerjaan dengan majikan yang sama.

(C)† Pembantu akan dipekerjakan oleh Majikan sebagai seorang pembantu rumah tangga untuk jangka waktu dua tahun dimulai sejak tanggal saat Direktur Imigrasi menyetujui permintaan Pembantu untuk tetap tinggal di Hong Kong untuk memulai pekerjaan atas dasar kontrak ini.
3. Pembantu akan bekerja dan bertempat tinggal di kediaman Majikan di _____

4. (a) Pembantu hanya akan menjalankan tugas-tugas rumah tangga seperti yang terdapat pada Daftar Akomodasi dan Tugas-tugas Rumah Tangga terlampir bagi Majikan.

(b) Pembantu tidak akan menjalankan, atau tidak akan diharuskan oleh Majikan untuk menjalankan segala bentuk pekerjaan lain dengan pihak lain.

* Coret yang tidak perlu

† Terapkan salah satu Klausula 2A, 2B atau 2C, mana saja yang sesuai

- (c) Majikan dan Pembantu dengan ini memahami, bahwa Klausa 4 (a) dan (b) akan membentuk bagian dari persyaratan untuk tinggal yang akan dikenakan terhadap Pembantu oleh Departemen Imigrasi setelah Pembantu diizinkan untuk bekerja di Hong Kong berdasarkan kontrak ini. Pelanggaran atas satu atau kedua persyaratan tinggal tersebut, akan mengakibatkan Pembantu dan/atau yang bersekongkol melakukan pelanggaran dapat dikenakan tuntutan pidana.
5. (a) Majikan harus membayar gaji Pembantu sebesar HK\$_____per bulan. Jumlah gaji tidak boleh kurang dari jumlah gaji minimum yang diizinkan dan diumumkan oleh Pemerintah Hong Kong Special Administrative Region dan yang berlaku pada tanggal kontrak ini. Majikan yang tidak membayar gaji sesuai dengan kontrak kerja ini akan dikenakan tuntutan pidana.
- (b) Majikan harus menyediakan akomodasi yang layak dan berperabot bagi Pembantu sesuai Daftar Akomodasi dan Tugas-tugas Rumah Tangga terlampir serta memberikan makanan secara gratis. Jika tidak menyediakan makanan, tunjangan makan sebesar HK\$_____sebulan harus dibayarkan kepada Pembantu.
- (c) Majikan harus menyediakan tanda terima pembayaran gaji dan tunjangan makan dan Pembantu harus mengakui jumlah yang diterimanya dengan membubuhkan tandatangannya*.
6. Pembantu berhak atas seluruh hari istirahat, hari libur resmi, dan cuti tahunan yang dibayar sebagaimana ditentukan dalam UU Ketenagakerjaan (Employment Ordinance), Bab 57.
7. (a) Majikan harus menanggung biaya perjalanan Pembantu dari tempat daerah asalnya* ke Hong Kong dan pada saat berakhirnya kontrak dan biaya perjalanan pulang ke tempat daerah asalnya*.
- (b) Tunjangan uang makan dan perjalanan sebesar HK\$100 per hari harus dibayarkan kepada Pembantu dari tanggal keberangkatannya* dari tempat asalnya sampai tanggal kedatangannya* di Hong Kong jika menempuh rute perjalanan paling langsung. Pembayaran yang sama harus diberikan ketika Pembantu pulang ke tempat daerah asalnya* setelah berakhirnya atau pemutusan kontrak ini.

* Coret yang tidak perlu

8. Majikan harus bertanggung jawab atas biaya dan ongkos-ongkos (jika ada) berikut, untuk keberangkatan Pembantu dari tempat asalnya dan untuk memasuki Hong Kong:-

- (i) biaya pemeriksaan kesehatan;
- (ii) biaya pengesahan oleh Konsulat terkait;
- (iii) biaya visa;
- (iv) biaya asuransi;
- (v) biaya administrasi atau biaya lainnya seperti biaya Indonesian Overseas Employment Administration, atau biaya lain yang serupa yang dikenakan oleh pihak pemerintah yang berwenang; dan
- (vi) lainnya: _____

Jika Pembantu telah membayar ongkos-ongkos atau biaya tersebut di atas, Majikan harus membayar kembali kepada Pembantu dengan mengganti sepenuhnya jumlah pengeluaran yang dibayar oleh Pembantu, sesuai dengan bukti pembayaran yang dapat ditunjukkan/diberikan oleh Pembantu.

9. (a) Jika Pembantu sakit atau mengalami cedera selama masa kerja sebagaimana ditentukan dalam Klausula 2, kecuali untuk periode di mana Pembantu meninggalkan Hong Kong atas keinginannya* sendiri dan untuk keperluan pribadinya*, Majikan harus menyediakan perawatan medis gratis kepada Pembantu. Perawatan medis bebas biaya ini termasuk konsultasi medis, perawatan di rumah sakit dan perawatan gigi darurat. Pembantu akan menerima perawatan medis yang diberikan oleh praktisi medis yang terdaftar.
- (b) Jika Pembantu menderita cedera akibat kecelakaan kerja atau penyakit yang ditimbulkan oleh pekerjaan dan dalam masa kerjanya, Majikan harus membayar kompensasi yang sesuai dengan UU Kompensasi Karyawan, Bab 282.
- (c) Jika praktisi medis menyatakan, bahwa Pembantu tidak dalam kondisi yang baik untuk melanjutkan pekerjaan, maka berdasarkan ketetapan hukum dari Undang-Undang terkait, Majikan dapat memutuskan hubungan kerja dan segera mengambil langkah untuk memulangkan Pembantu ke tempat asalnya* sesuai dengan Klausula 7.

* Coret yang tidak perlu

10. Salah satu pihak dapat memutuskan kontrak ini dengan memberikan satu bulan pemberitahuan di muka secara tertulis atau membayar satu bulan gaji sebagai pengganti tidak adanya pemberitahuan tertulis satu bulan di muka.
11. Tanpa ada Klausula 10 pun, salah satu pihak dapat memutuskan kontrak ini tanpa pemberitahuan tertulis atau tanpa membayar satu bulan gaji sebagai pengganti tidak adanya pemberitahuan tertulis satu bulan di muka dalam kondisi yang diizinkan oleh UU Ketenagakerjaan, Bab 57.
12. Dalam hal pemutusan kontrak ini, baik Majikan maupun Pembantu, harus memberitahu Direktur Imigrasi secara tertulis dalam waktu tujuh hari dari tanggal pemutusan. Salinan pengakuan secara tertulis dari pihak lainnya yang menerima pemutusan kontrak dimaksud, juga harus disampaikan kepada Direktur Imigrasi.
13. Jika kedua pihak sepakat untuk mengikat kontrak baru setelah berakhirnya kontrak yang sekarang, Pembantu harus pulang lebih dahulu ke tempat asalnya* untuk liburan yang dibayar/tak dibayar* selama tidak kurang dari tujuh hari, sebelum mulai melanjutkan masa kontrak yang baru, kecuali jika permohonan perpanjangan izin tinggal di Hong Kong sudah disetujui sebelumnya oleh Direktur Imigrasi.
14. Dalam hal Pembantu meninggal dunia, Majikan harus membayar biaya pemulangan jenazah dan barang-barang pribadi milik Pembantu dari Hong Kong ke tempat asalnya*.
15. Kecuali perubahan berikut, segala perubahan atau tambahan apa pun pada persyaratan kontrak ini (termasuk Daftar Akomodasi dan Tugas-tugas Rumah Tangga terlampir) selama masa berlakunya akan menjadi batal kecuali dibuat dengan izin sebelumnya dari Commissioner for Labour (Menteri Tenaga Kerja) di Hong Kong atas:
 - (a) perubahan masa kerja yang dinyatakan dalam Klausula 2 melalui perpanjangan masa kerja tersebut yang tidak lebih dari satu bulan berdasarkan kesepakatan bersama dan dengan persetujuan sebelumnya yang diperoleh dari Direktur Imigrasi;
 - (b) perubahan alamat kediaman Majikan sebagaimana dinyatakan dalam Klausula 3, setelah diberitahukan secara tertulis kepada Direktur Imigrasi, asalkan Pembantu dimaksud tetap akan terus bekerja dan tinggal di alamat kediaman baru Majikan dimaksud;
 - (c) perubahan dalam Daftar Akomodasi dan Tugas-tugas Rumah Tangga yang dibuat sedemikian rupa sebagaimana ditentukan dalam poin 6 dari Daftar Akomodasi dan Tugas-tugas Rumah Tangga dimaksud;

* Coret yang tidak perlu

- (d) perubahan dalam poin 4 dari Daftar Akomodasi dan Tugas-tugas Rumah Tangga sehubungan dengan pengemudian kendaraan bermotor oleh Pembantu, terlepas apakah kendaraan itu milik Majikan atau bukan, berdasarkan kesepakatan bersama dalam bentuk Adendum Daftar dimaksud dan dengan izin tertulis yang diberikan oleh Direktur Imigrasi yang mengizinkan Pembantu untuk melakukan tugas-tugas mengemudi.
16. Persyaratan di atas tidak mengecualikan Pembantu dari hak-hak lain menurut UU Ketenagakerjaan, Bab 57, UU Kompensasi Karyawan, Bab 282 dan Undang-Undang (UU) lainnya yang terkait.
17. Para pihak dengan ini menyatakan, bahwa Pembantu telah menjalani pemeriksaan medis sehubungan dengan kondisi kebugarannya untuk dapat bekerja sebagai pembantu rumah tangga dan sertifikat kesehatannya telah diperiksa oleh Majikan.

Ditandatangani oleh Majikan _____

(Tanda tangan Majikan)

disaksikan _____

(Nama Saksi)

(Tanda tangan Saksi)

Ditandatangani oleh Pembantu _____

(Tanda tangan Pembantu)

disaksikan _____

(Nama Saksi)

(Tanda tangan Saksi)

* Coret yang tidak perlu

Daftar Akomodasi dan Tugas-Tugas Rumah Tangga

1. Majikan maupun Pembantu, keduanya harus membubuhkan tandatangan untuk mengakui, bahwa mereka telah membaca dan menyetujui isi dari Daftar ini, dan menegaskan persetujuannya kepada Departemen Imigrasi dan otoritas pemerintah terkait lainnya untuk mengumpulkan dan menggunakan informasi yang termuat dalam Daftar ini sesuai dengan ketentuan UU mengenai Peraturan Data Pribadi (Privasi).

2. Tempat kediaman Majikan dan jumlah orang yang akan dilayani

A) Perkiraan luas flat/rumah _____ kaki/meter persegi*

B) Cantumkan di bawah ini, jumlah anggota keluarga yang akan dilayani secara teratur:

_____ dewasa

_____ anak (usia antara 5 s/d 18)

_____ anak (usia di bawah 5)

_____ bayi yang akan lahir.

_____ orang di dalam rumah yang memerlukan perawatan atau perhatian terus-menerus (tidak termasuk bayi/balita).

(Catatan: Jumlah Pembantu yang sekarang dipekerjakan oleh Majikan untuk mengurus rumah tangga _____)

3. Akomodasi dan fasilitas yang disediakan untuk Pembantu

A) Akomodasi untuk Pembantu

Walaupun ukuran flat di Hong Kong rata-rata kecil dan tersedianya kamar pembantu secara terpisah bukan hal yang umum, Majikan harus menyediakan akomodasi yang layak dan dengan privasi yang wajar bagi Pembantu. Contoh akomodasi yang tidak layak yaitu: Pembantu harus tidur di kasur lipat di gang yang nyaris tidak memiliki ruang privasi dan berbagi kamar dengan orang dewasa/ remaja dari jenis kelamin yang berbeda.

* Coret yang tidak perlu

- Ya. Perkiraan luas kamar pembantu _____ kaki/meter persegi*
- Tidak. Pengaturan tidur bagi Pembantu:
 - Berbagi kamar dengan _____ anak/anak-anak usia _____.
 - Ruang dengan partisi pemisah seluas _____ kaki/meter persegi*
 - Lainnya. Harap jelaskan _____.

B) Fasilitas yang disediakan untuk Pembantu:

(Catatan: Permohonan visa masuk biasanya tidak akan disetujui jika fasilitas pokok dari poin (a) s.d. (f) tidak disediakan secara cuma-cuma.)

- (a) Pasokan listrik dan air Ya Tidak
- (b) Fasilitas jamban dan kamar mandi Ya Tidak
- (c) Tempat tidur Ya Tidak
- (d) Selimut Ya Tidak
- (e) Bantal Ya Tidak
- (f) Lemari pakaian Ya Tidak
- (g) Kulkas Ya Tidak
- (h) Meja Ya Tidak
- (i) Fasilitas lain (harap jelaskan) _____

4. Pembantu hanya boleh mengerjakan tugas-tugas rumah tangga di kediaman Majikan. Tugas rumah tangga yang dikerjakan oleh Pembantu berdasarkan kontrak ini tidak termasuk mengemudikan kendaraan bermotor dalam bentuk apa pun untuk maksud apa pun, baik kendaraan itu milik Majikan atau bukan.

* Coret yang tidak perlu

5. Tugas-tugas rumah tangga antara lain seperti tercantum di bawah.

Sebagian besar tugas-tugas rumah tangga:-

1. Membereskan rumah
2. Memasak
3. Menjaga orang tua usia yang tinggal di rumah (perawatan atau perhatian terus-menerus diperlukan/tidak diperlukan*)
4. Menjaga bayi
5. Menjaga/ mengurus anak
6. Lainnya (harap jelaskan)_____

6. Majikan harus memberitahu Pembantu dan Direktur Imigrasi tentang segala perubahan penting dalam butir 2, 3 dan 5 dengan memberikan salinan Revisi Daftar Akomodasi dan Tugas-Tugas Rumah Tangga (ID 407G) yang ditandatangani oleh Majikan dan Pembantu, keduanya, dan ditujukan kepada Direktur Imigrasi untuk arsip.

Nama dan tanda tangan Majikan

Tanggal

Nama dan tanda tangan Pembantu

Tanggal

* Coret yang tidak perlu

(Thai Version)

เลขที่สัญญาจ้าง _____

สัญญาจ้างงาน (สำหรับผู้ช่วยแม่บ้านต่างชาติ)

สัญญาจ้างฉบับนี้ได้จัดทำขึ้นระหว่าง _____ (“นายจ้าง”) และ
_____ (“ผู้ช่วยแม่บ้าน”) ในวันที่ _____ โดยมีข้อกำหนดและเงื่อนไขดังนี้

1. ผู้ช่วยแม่บ้านที่จ้างมาเพื่อวัตถุประสงค์ตามสัญญานี้ มีภูมิลำเนาอยู่ที่ _____
2. (เอ)[†] นายจ้างจ้างผู้ช่วยแม่บ้านในตำแหน่งผู้ช่วยแม่บ้านเป็นระยะเวลาสองปี โดยนับจากวันที่ผู้ช่วยแม่บ้านเดินทางมาถึงฮ่องกง
(บี)[†] นายจ้างรายเดิมจ้างลูกจ้างในตำแหน่งผู้ช่วยแม่บ้านเป็นระยะเวลาสองปี โดยนับจากวันที่ _____ ซึ่งเป็นวันที่สัญญาจ้างหมายเลข _____ สิ้นสุดลง
(ซี)[†] นายจ้างจ้างลูกจ้างในตำแหน่งผู้ช่วยแม่บ้านเป็นระยะเวลาสองปี โดยนับจากวันที่ได้รับอนุมัติจากกรมตรวจคนเข้าเมืองให้ผู้ช่วยแม่บ้านอยู่ในฮ่องกง เพื่อเริ่มทำงานตามสัญญาจ้างฉบับนี้
3. ผู้ช่วยแม่บ้านจะต้องทำงานและพักอาศัยอยู่ในบ้านของนายจ้างที่ _____
4. (เอ) ผู้ช่วยแม่บ้านจะทำงานบ้านตามที่ระบุในตารางการทำงานของนายจ้างเท่านั้น
(บี) ผู้ช่วยแม่บ้านจะต้องไม่ทำงานกับนายจ้างรายอื่นและงานอื่นที่นอกเหนือจากงานผู้ช่วยแม่บ้าน และในขณะที่เดียวกันนายจ้างจะต้องไม่ให้ผู้ช่วยแม่บ้านทำงานกับนายจ้างรายอื่นและงานอื่นที่ นอกเหนือจากงานบ้านเช่นกัน
(ซี) นายจ้างและผู้ช่วยแม่บ้านจะต้องตระหนักดีว่าข้อความในข้อที่ 4 (เอ) และ (บี) เป็นเงื่อนไขหนึ่งในสัญญาจ้างที่กรมตรวจคนเข้าเมืองอนุญาตให้ผู้ช่วยแม่บ้านทำงานในฮ่องกง หากฝ่าฝืนข้อกำหนดดังกล่าวจะเป็นผลให้ผู้ช่วยแม่บ้าน และ/หรือผู้ที่มีส่วนเกี่ยวข้อง อาจถูกดำเนินคดีได้
5. (เอ) นายจ้างจะต้องจ่ายค่าจ้างให้ผู้ช่วยแม่บ้านอัตราเดือนละ _____ เหรียญฮ่องกง ซึ่งค่าจ้างจะต้องไม่ต่ำกว่าอัตราค่าจ้างขั้นต่ำที่รัฐบาลฮ่องกงกำหนด และมีผลบังคับใช้ในวันที่ _____ ในสัญญาจ้างฉบับนี้ นายจ้างที่ไม่จ่ายค่าจ้างให้ลูกจ้างตามสัญญาจ้างฉบับนี้ จะถือว่ามีความผิด
(บี) นายจ้างจะต้องจัดที่พักอาศัยพร้อมวัสดุอุปกรณ์ที่เหมาะสมให้กับผู้ช่วยแม่บ้าน ดังที่ได้ระบุใน “ตารางการทำงาน” และจะต้องจัดหาอาหารฟรี หากนายจ้างไม่ได้จัดหาอาหารให้ต้องจ่ายเงินค่าอาหารให้แก่ผู้ช่วยแม่บ้านอัตราเดือนละ _____ เหรียญฮ่องกง
(ซี) นายจ้างจะต้องจัดเตรียมใบเสร็จรับรองการจ่ายเงินค่าจ้างและค่าอาหาร และผู้ช่วยแม่บ้านจะต้องลงลายมือชื่อในใบเสร็จเพื่อเป็นการยืนยัน
6. ผู้ช่วยแม่บ้านมีสิทธิที่จะได้หยุดในวันหยุดประจำปี สัปดาห์ วันหยุดตามประเพณี และได้รับเงินค่าจ้างใน ระหว่างวันหยุดประจำปี ตามที่ระบุไว้ในบทบัญญัติการจ้างงาน บทที่ 57

* สามารถลบส่วนที่ไม่เหมาะสมได้

[†] ใช้ข้อ 2เอ, 2บี, หรือ 2ซี, ตามที่เห็นเหมาะสม

7. (เอ) นายจ้างจะต้องจ่ายค่าใช้จ่ายในการเดินทางให้แก่ผู้ช่วยแม่บ้านจากภูมิลำเนาไปยังฮ่องกง และเมื่อยกเลิกสัญญาจ้างหรือสิ้นสุดสัญญาจ้าง จะต้องจ่ายค่าใช้จ่ายในการเดินทางกลับไปยังภูมิลำเนา ให้กับผู้ช่วยแม่บ้าน
- (บี) นายจ้างจะต้องจ่ายค่าอาหารและค่าใช้จ่ายในการเดินทางกลับโดยเส้นทางตรงให้ผู้ช่วยแม่บ้าน ในอัตราวันละ 100 เหรียญฮ่องกง นับตั้งแต่วันที่ผู้ช่วยแม่บ้านเดินทางออกจากภูมิลำเนาจนถึงฮ่องกง และเมื่อสัญญาจ้างสิ้นสุดหรือยกเลิกสัญญาจ้าง นายจ้างจะต้องจ่ายให้แก่ผู้ช่วยแม่บ้านเช่นกัน
8. นายจ้างจะต้องรับผิดชอบต่อค่าธรรมเนียมและค่าใช้จ่ายต่างๆ ดังต่อไปนี้ (ถ้ามี) สำหรับการเดินทางออกจากภูมิลำเนาไปยังฮ่องกงของผู้ช่วยแม่บ้าน
 - (i) ค่าตรวจโรค
 - (ii) ค่ารับรองสัญญาจ้างที่สถานกงสุลประเทศนั้นๆ
 - (iii) ค่าวีซ่าทำงาน
 - (iv) ค่าประกันภัย
 - (v) ค่าดำเนินการหรือค่าธรรมเนียมอื่นๆ เช่นค่าการจ้างคนงานฟิลิปปินส์ในต่างประเทศ หรือค่าธรรมเนียมอื่นๆ ที่เรียกเก็บโดยหน่วยงานราชการที่เกี่ยวข้อง
 - (vi) อื่นๆ

ในกรณีที่ผู้ช่วยแม่บ้านได้จ่ายค่าธรรมเนียมต่างๆข้างต้นไปแล้ว นายจ้างจะต้องคืนเงินให้ผู้ช่วยแม่บ้านตาม จำนวนที่ผู้ช่วยแม่บ้านได้จ่ายไปล่วงหน้าตามใบเสร็จรับเงินและหลักฐานการจ่ายเงินต่างๆ
9. (เอ) กรณีที่ผู้ช่วยแม่บ้านป่วยหรือได้รับอุบัติเหตุจากการทำงานในช่วงที่ทำงานอยู่กับนายจ้าง ตามที่ระบุไว้ในข้อที่ 2 นายจ้างจะต้องจ่ายค่ารักษาพยาบาลฟรีให้แก่ผู้ช่วยแม่บ้าน ซึ่งรวมถึงการให้คำปรึกษาทางการแพทย์ การพักรักษาตัวในโรงพยาบาล และการรักษาฟันฉุกเฉิน ซึ่งสถานพยาบาลเหล่านั้นจะต้องผ่านการขึ้นทะเบียนอย่างถูกต้อง ยกเว้นกรณีที่ผู้ช่วยแม่บ้านมีความประสงค์จะเดินทางออกจากฮ่องกงเพื่อกิจธุระส่วนตัว นายจ้างไม่ต้องจ่ายค่ารักษาพยาบาลในช่วงนั้นให้
- (บี) หากผู้ช่วยแม่บ้านได้รับบาดเจ็บหรือป่วยเป็นโรคที่เกิดจากการทำงาน นายจ้างจะต้องจ่ายเงินชดเชยให้ผู้ช่วยแม่บ้านตามบทบัญญัติการจ่ายเงินชดเชยแก่ลูกจ้าง บทที่ 282
- (ซี) กรณีที่แพทย์ผู้ทำการรักษายืนยันว่าลูกจ้างไม่สามารถทำงานได้อีกต่อไป นายจ้างจะต้องปฏิบัติตามบทบัญญัติเกี่ยวกับการยกเลิกสัญญาจ้าง และจะต้องส่งผู้ช่วยแม่บ้านกลับไปยังภูมิลำเนาเดิมตามที่ระบุในข้อ 7 ทันที
10. ทั้งสองฝ่ายสามารถยกเลิกสัญญาจ้างได้โดยการแจ้งล่วงหน้า 1 เดือน ต่ออีกฝ่ายเป็นลายลักษณ์อักษรหรือจ่ายค่าแทนการแจ้งล่วงหน้าเท่ากับค่าจ้าง 1 เดือนในกรณีที่ไม่มีกรแจ้งล่วงหน้า
11. ทั้งสองฝ่ายสามารถยกเลิกสัญญาจ้างเป็นลายลักษณ์อักษรโดยไม่ต้องแจ้งล่วงหน้า 1 เดือนหรือไม่ต้องจ่ายค่าชดเชยแทนการแจ้งล่วงหน้า แต่ต้องไม่ขัดต่อเงื่อนไขที่ระบุในข้อ 10 ตามเงื่อนไขต่างๆ ที่ระบุไว้ในบทบัญญัติการจ้างงาน บทที่ 57
12. ในกรณียกเลิกสัญญาจ้าง นายจ้างและผู้ช่วยแม่บ้านจะต้องแจ้งเป็นลายลักษณ์อักษรต่ออธิบดีกรมตรวจคนเข้าเมือง ภายใน 7 วันหลังจากที่ยกเลิกสัญญาจ้าง และอีกฝ่ายต้องส่งสำเนาหนังสือการยกเลิกสัญญาจ้างของอีกฝ่ายหนึ่งไปยังอธิบดีกรมตรวจคนเข้าเมืองเช่นกัน
13. ก่อนที่สัญญาเก่าจะหมดอายุและทั้งสองฝ่ายตกลงที่จะทำสัญญาฉบับใหม่ ผู้ช่วยแม่บ้านจะต้องกลับไปยังภูมิลำเนาของตนเพื่อลาพักร้อนโดยได้รับ/ไม่ได้รับค่าจ้าง* อย่างน้อยไม่ต่ำกว่า 7 วันก่อนจะเริ่มทำงาน ตามสัญญาจ้างฉบับใหม่ ทั้งนี้ นายจ้างจะเป็นผู้จ่ายค่าใช้จ่ายต่างๆ ยกเว้นกรณีที่ได้รับการยินยอมจากอธิบดีกรมตรวจคนเข้าเมืองอนุญาตให้ขยายเวลาต่ออยู่ในฮ่องกง

*สามารถลบส่วนที่ไม่เหมาะสมได้

14. ในกรณีที่ผู้ช่วยแม่บ้านเสียชีวิต นายจ้างจะต้องจ่ายค่าจัดการศพและส่งศพกลับ รวมทั้งสิ่งของส่วนตัวจากห้องงอไปยังภูมิลำเนาของผู้ช่วยแม่บ้าน
15. ในระหว่างที่สัญญาจ้างฉบับนี้ยังมีผลบังคับอยู่ หากเกิดการเปลี่ยนแปลงเงื่อนไขหรือมีการเพิ่มเติมในเนื้อหาของสัญญาฉบับนี้ (รวมทั้งตารางการทำงาน) ถือเป็นโมฆะ ยกเว้นกรณีที่กรรมการแรงงานยินยอมให้แก้ไขได้ แต่ได้ยกเว้นกรณีดังต่อไปนี้ที่สามารถเปลี่ยนแปลงได้โดยไม่เป็นโมฆะคือ
- (เอ) การเปลี่ยนแปลงระยะเวลาการทำงานที่ระบุไว้ในข้อที่ 2 โดยได้รับอนุมัติจากอธิบดีกรมตรวจคนเข้าเมืองให้มีการขยายเวลาเป็นระยะเวลาไม่เกิน 1 เดือน และเป็นการยินยอมของทั้งสองฝ่าย
- (บี) การเปลี่ยนแปลงที่อยู่ของนายจ้างที่ระบุไว้ในข้อที่ 3 โดยแจ้งเป็นลายลักษณ์อักษรต่ออธิบดีกรมตรวจคนเข้าเมือง โดยหลังจากที่มีการเปลี่ยนแปลงแล้วผู้ช่วยแม่บ้านจะต้องทำงานต่อนายจ้างรายเดิมและพักอาศัยอยู่ในที่อยู่แห่งใหม่ของนายจ้าง
- (ซี) การเปลี่ยนแปลงการทำงานจากที่ระบุในข้อที่ 6 ที่กำหนดเกี่ยวกับ “ที่พักอาศัยและตารางการทำงาน”
- (ดี) การเปลี่ยนแปลงที่ระบุในตารางว่าด้วยเรื่อง “ที่พักอาศัยและตารางการทำงาน” ข้อ 4 ในการอนุญาต ให้ผู้ช่วยแม่บ้านขับยานพาหนะ ไม่ว่าจะเป็ดยานพาหนะของนายจ้างหรือไม่ก็ตาม จะต้องได้รับการยินยอมจากทั้งสองฝ่ายและได้รับอนุญาตจากจากอธิบดีกรมตรวจคนเข้าเมืองเป็นลายลักษณ์อักษร ในการที่จะอนุญาตให้ผู้ช่วยแม่บ้านทำหน้าที่ขับรถ
16. เงื่อนไขข้างต้นจะต้องไม่ทำให้ผู้ช่วยแม่บ้านเสียสิทธิตามบทบัญญัติการจ้างงาน บทที่ 57 บทบัญญัติว่าด้วยการจ่ายเงินชดเชยแก่ลูกจ้าง บทที่ 282 และบทบัญญัติอื่นๆ ที่เกี่ยวข้อง
17. ทั้งสองฝ่ายได้รับรองว่าผู้ช่วยแม่บ้านได้ผ่านการรับรองด้านสุขภาพจากทางการแพทย์ว่ามีสุขภาพที่เหมาะสมจะมาทำงานเป็นผู้ช่วยแม่บ้าน และใบรับรองดังกล่าวได้ให้นายจ้างรับทราบแล้ว

ลงนามโดยนายจ้าง _____
(ลายมือชื่อนายจ้าง)

พยาน _____
(ชื่อตัวบรรจง) (ลายมือชื่อพยาน)

ลงนามโดยผู้ช่วยแม่บ้าน _____
(ลายมือชื่อผู้ช่วยแม่บ้าน)

พยาน _____
(ชื่อตัวบรรจง) (ลายมือชื่อพยาน)

*สามารถลบส่วนที่ไม่เหมาะสมได้

“ที่พักอาศัยและตารางการทำงาน”

1. นายจ้างและผู้ช่วยแม่บ้านควรลงลายมือชื่อเพื่อยืนยันว่าได้อ่านและตกลงร่วมกันแล้วกับรายละเอียดต่างๆ ที่กำหนด และเป็นที่ยืนยันในการยินยอมให้กรมตรวจคนเข้าเมืองและหน่วยงานรัฐบาลอื่นๆที่เกี่ยวข้อง จัดเก็บและใช้ข้อมูลที่บ้านที่ก็เป็นรายละเอียดต่างๆ ตามข้อกำหนดของบทบัญญัติว่าด้วยข้อมูลส่วนบุคคล

2. ขนาดบ้านนายจ้างและสมาชิกภายในบ้านของนายจ้าง

(เอ) ขนาดบ้าน โดยประมาณ _____ ตารางฟุต/ตารางเมตร*

(บี) จำนวนสมาชิกภายในบ้านของนายจ้างที่จะต้องทำหน้าที่ดูแลอย่างสม่ำเสมอ

ผู้ใหญ่ _____ คน ผู้เยาว์ (อายุตั้งแต่ 5 ถึง 18 ปี) _____ คน เด็ก (อายุต่ำกว่าปี)

_____ คน คาดว่าจะมีเด็กทารก _____ คน

ผู้ที่ต้องการการดูแลหรือการใส่ใจเป็นพิเศษ (ไม่รวมทารก) _____ คน

(หมายเหตุ: ขณะนี้มีผู้ช่วยแม่บ้านที่นายจ้างจ้างอยู่ จำนวน _____ คน)

3. ที่พักและสิ่งอำนวยความสะดวกที่จัดให้กับผู้ช่วยแม่บ้าน

เอ ที่พักของผู้ช่วยแม่บ้าน

เนื่องจากขนาดของห้องชุดเฉลี่ยในฮ่องกงค่อนข้างจะเล็ก การจัดหาห้องส่วนตัวสำหรับผู้ช่วยแม่บ้านทำได้ยาก ดังนั้นนายจ้างควรจัดหาที่พักที่เหมาะสมให้แก่ผู้ช่วยแม่บ้าน โดยมีความเป็นส่วนตัว สำหรับที่พักที่ไม่เหมาะสม ยกตัวอย่างเช่น การจัดให้ลูกจ้างนอนในทางเดินและไม่มีความเป็นส่วนตัว/การจัดให้นอนในห้องเดียวกันกับผู้ใหญ่ต่างเพศ/วัยรุ่นต่างเพศ

ผู้ช่วยแม่บ้านมีห้องพักส่วนตัว มีขนาดประมาณ _____ ตารางฟุต/ตารางเมตร*

ผู้ช่วยแม่บ้านไม่มีห้องพักส่วนตัว แต่ได้จัดให้นอนโดย

นอนรวมในห้องเดียวกับเด็ก _____ คน อายุ _____ ปี

กั้นบริเวณให้นอน มีขนาดประมาณ _____ ตารางฟุต/ตารางเมตร*

อื่นๆ (โปรดระบุ) _____

บี สิ่งอำนวยความสะดวกที่จัดให้แก่ผู้ช่วยแม่บ้าน

(หมายเหตุ: โดยปกติการขอวีซ่าเข้าประเทศจะไม่ได้รับการอนุมัติ หากนายจ้างไม่ได้จัดสิ่งอำนวยความสะดวกที่จำเป็นฟรีจากรายการ (เอ) ถึง (ไอ))ให้แก่ผู้ช่วยแม่บ้าน

(เอ) ไฟและน้ำ จัดให้ ไม่ได้จัดให้

(บี) ห้องน้ำและสิ่งอำนวยความสะดวกในการอาบน้ำ จัดให้ ไม่ได้จัดให้

(ซี) เตียงนอน จัดให้ ไม่ได้จัดให้

(ดี) ผ้าห่มหรือผ้าคลุม จัดให้ ไม่ได้จัดให้

(อี) หมอน จัดให้ ไม่ได้จัดให้

(เอฟ) ตู้เสื้อผ้า จัดให้ ไม่ได้จัดให้

(จี) ตู้เย็น จัดให้ ไม่ได้จัดให้

(เอช) โต๊ะ จัดให้ ไม่ได้จัดให้

(ไอ) สิ่งอำนวยความสะดวกอื่นๆ (โปรดระบุ) _____

*สามารถลบส่วนที่ไม่เหมาะสมได้

ทำเครื่องหมายได้ตามที่เห็นสมควร

4. ผู้ช่วยแม่บ้านจะต้องทำงานที่บ้านของนายจ้างเท่านั้น โดยงานบ้านที่ทำจะเป็นไปตามหน้าที่ของผู้ช่วยแม่บ้านที่ระบุในสัญญาจ้างฉบับนี้ แต่จะไม่รวมถึงการขยับยานพาหนะไม่ว่าจะด้วยวัตถุประสงค์ใด และไม่ว่าจะเป็นยานพาหนะของนายจ้างหรือไม่ก็ตาม
5. งานบ้านรวมถึงหน้าที่ดังต่อไปนี้
หน้าที่หลัก
 1. ทำงานบ้านทั่วไป
 2. ทำอาหาร
 3. ดูแลผู้สูงอายุในบ้านนายจ้าง (ต้อง/ไม่ต้อง* มีการดูแลเป็นพิเศษ)
 4. ดูแลทารกแรกเกิด
 5. ดูแลเด็ก
 6. อื่นๆ (โปรดระบุ) _____
6. นายจ้างจะต้องจ้างผู้ช่วยแม่บ้านและอธิบดีกรมตรวจคนเข้าเมืองหากมีการเปลี่ยนแปลงเพิ่มเติม ในรายการ 2, 3 และ 5 และส่งสำเนาการเปลี่ยนแปลงเกี่ยวกับ “ที่พักอาศัยและตารางการทำงาน” (ID 407G) ฉบับใหม่ที่ทั้งสองฝ่ายลงนามรับทราบร่วมกัน ส่งให้อธิบดีกรมตรวจคนเข้าเมือง บันทึกเป็น หลักฐาน

ชื่อตัวบรรจง และลายมือชื่อของนายจ้าง	วันที่
ชื่อตัวบรรจง และลายมือชื่อผู้ช่วยแม่บ้าน	วันที่

EMPLOYMENT CONTRACT

(For an employee recruited from outside Hong Kong under the Supplementary Labour Scheme)

This employment contract is made between _____ of _____ (“the employer”) and _____ of _____ (“the employee”) as follows. The employer and employee understand and agree that this contract is governed by Hong Kong law. In particular, the Employment Ordinance, Chapter 57, and the Employees’ Compensation Ordinance, Chapter 282, apply.

1. The employee’s place of origin¹ for the purposes of this employment contract is _____.
2. The employee shall be employed by the employer and only work for the employer as _____ for _____ months² commencing on _____/the day on which the employee arrives in Hong Kong*. The employer shall not require the employee to work for any other person or to take up any other post.
3. Employment for a further period not exceeding 24 months may be agreed between the employee and the employer provided that the employer is able to obtain a new approval for importing workers, that a new Employment Contract (For an employee recruited from outside Hong Kong under the Supplementary Labour Scheme) is signed and that before any such further period commences the employee shall at the expense of the employer return to his/her* place of origin for a paid/unpaid* vacation of not less than seven days. Such vacation shall be in addition to the rest days, statutory holidays and annual leave days which the employee is entitled to under this employment contract.
4. The employee shall work as directed by the employer at the address of _____ (place of employment).
5. The employee shall receive:
 - (a) wages (excluding any overtime pay) of HK\$ _____ per month and shall be employed on a full-time basis;
 - (b) overtime pay at _____%³ of the wage rate per hour of Clause 5(a) of this employment contract if he/she* is required to work more than the normal number of hours as stated in Clause 7 of this employment contract; and
 - (c) if any other sum is payable to the employee under other provisions of this employment contract or the laws of Hong Kong, such other sum.
6. The wage period shall be one month/half-a-month*. Wages (including overtime pay payable, if any) shall become due on the expiry of the last day of the wage period and shall be paid as soon as is practicable but in any case not later than seven days thereafter. Similarly, wages and other sums due in respect of this employment contract, if any, must be paid within seven days upon completion or termination of the contract.
7. Normal hours of work excluding meal break shall be _____ per day.
8. The employee shall not be required to work for more than 12 hours, overtime work included, in a continuous period of 24 hours. Where relevant, the employer shall comply with the Employment of Young Persons (Industry) Regulations made under the Employment Ordinance, Chapter 57.
9. All wages (including overtime pay payable) shall be paid directly by the employer by way of automatic payment into a bank account in the employee’s name with a bank licensed under the Banking Ordinance, Chapter 155. Any other arrangements on payment of wages require the written consent of the employee and the acceptance in writing by the Commissioner for Labour. No deductions may be made by the employer from the wages of the employee other than pursuant to this employment contract or under the Employment Ordinance, Chapter 57.
10. The employee shall be entitled to not less than one rest day in every period of seven days and 12 statutory holidays in a year in accordance with the Employment Ordinance, Chapter 57. The employee shall be entitled to at least seven days’ paid annual leave for every period of 12 months’ service following completion of the first and of the second year of service. Thereafter, the number of annual leave days shall be increased as stipulated in the Employment Ordinance.
11. The employer shall grant paid leave at the rate of Clause 5(a) of this employment contract to the employee to attend a compulsory briefing arranged by the Labour Department, the purpose of which is to brief the employee on his/her* rights and benefits under the employment contract and the conditions of the Supplementary Labour Scheme. Such paid leave shall be in addition to the rest days, statutory holidays and annual leave days which the employee is entitled to under this employment contract.

¹ Fill in the employee’s town and country of origin.

² Must be less than or equal to 24 months.

³ Must not be less than 100%.

*Delete whichever is inapplicable.

12. The employer shall provide the employee with suitable, furnished accommodation of a standard specified in the Schedule to this employment contract. The Commissioner for Labour or his authorised representative is the authority in interpreting the Schedule. The accommodation shall be provided free of charge. /In respect of the period that the employee occupies the said accommodation, the employer may deduct 10% of the employee's wages payable to the employee for the corresponding period calculated in accordance with Clause 5(a) of this employment contract or the actual cost of accommodation whichever is the less from the employee's wages.*
13. If meals are provided by the employer, they shall be provided free of charge.
14. The employer and employee shall allow officers of the Labour Department to enter and inspect the accommodation.
15. Prior to the signing of this employment contract the employee shall, at the expense of the employer, have been medically examined, including chest X-ray, as to his/her* fitness to perform the work contemplated by this employment contract, and the medical certificate to this effect shall be produced to the Director of Immigration, Hong Kong, for inspection.
16. (a) In the event that the employee is ill or suffers personal injury during the period of employment specified in Clause 2 of this employment contract, except for the period during which the employee leaves Hong Kong of his/her* own volition and for his/her* own personal purposes, the employer shall provide free medical treatment to the employee. Free medical treatment includes medical consultation, maintenance in hospital and emergency dental treatment. The employee shall accept medical treatment provided by any registered medical practitioner.
- (b) If the employee suffers personal injury by accident or occupational disease arising out of and in the course of employment, the employer shall make payment of compensation in accordance with the Employees' Compensation Ordinance, Chapter 282.
- (c) In the event of a medical practitioner certifying that the employee is unfit for further service, the employer may, subject to the statutory provisions of the relevant Ordinances, terminate the employment and shall immediately take steps to repatriate the employee.
17. The employer shall provide the employee with free passage from the employee's place of origin to Hong Kong and, on termination or expiry of this employment contract, free return passage. The employer shall also pay, or reimburse the employee for, the entry permit / visa fees and the subsequent extension fees incurred in relation to this employment contract.
18. The employer shall pay the levy referred to in Part IV of the Employees Retraining Ordinance, Chapter 423.
19. In the event of the death of the employee, the employer shall pay the cost of transporting the employee's remains and personal property from Hong Kong to his/her* place of origin.
20. Either party may terminate this employment contract by giving to the other party _____ days'/months'*⁴ notice in writing or by paying to the other party wages in lieu of notice to be calculated in accordance with the provisions of the Employment Ordinance, Chapter 57. Notwithstanding this, the employment contract may be terminated without notice or payment in lieu of notice in the circumstances permitted by the said Ordinance.
21. (a) Subject to Clause 21(b) and (c), this is the only employment contract signed between the employer and the employee.
- (b) Any variation, amendment, cancellation or addition to any terms of this employment contract, which purports to alter the position of the employee in terms less favourable than this employment contract, shall be void unless such variation, amendment, cancellation or addition is accepted in writing by the Commissioner for Labour.
- (c) Should there be any legislative amendment to the relevant laws subsequent to the signing of this employment contract which in effect confers more favourable term on the employee than he/she* is entitled to under this employment contract, the provision of the law will prevail and the employment contract will be taken to be varied accordingly.
22. All references to "Hong Kong" in this employment contract shall mean the 'Hong Kong Special Administrative Region of the People's Republic of China'.

SCHEDULE

- (1) Clean, self-contained accommodation with minimum net usable floor area of 3.4 square metres per person should be provided;
- (2) toilet, bathing and cooking facilities should be provided;
- (3) electricity and potable water supply should be provided;
- (4) bedrooms and common/living rooms should be separated;
- (5) there should be no more than six beds in one bedroom; and
- (6) essential furniture, appliances and supplies including beds, blankets, pillows, electric fans, refrigerator should be provided.

⁴ Must not be less than seven days.

* Delete whichever is inapplicable.

Dated _____

SIGNED by for and on behalf of the Employer _____

in the presence of _____
(Name of Witness) (Signature of Witness)

SIGNED by the Employee _____

in the presence of _____
(Name of Witness) (Signature of Witness)

SAMPLE

僱傭合約

(適用於根據補充勞工計劃而從香港以外地區聘用的僱員)

本僱傭合約由_____其地址為_____

(「僱主」)及_____

其地址為_____

(「僱員」)訂立，條件載於下文。僱主及僱員雙方明白及同意，本僱傭合約由香港法例規管，特別是香港法例第 57 章僱傭條例及香港法例第 282 章僱員補償條例。

- 一、 就本僱傭合約而言，僱員的原居地(註 1)是_____。
- 二、 僱員由僱主聘用為_____，並只限為僱主工作_____月(註 2)，由_____年_____月_____日/僱員抵達香港之日*起計。僱主不得著令僱員為任何其他人士工作，或擔任其他職位。
- 三、 在本僱傭合約期滿後，僱主及僱員可在雙方同意下，將受僱期延長不超過二十四個月，惟僱主須再獲准輸入勞工及雙方須簽訂新的僱傭合約(適用於根據補充勞工計劃而從香港以外地區聘用的僱員)。在此延續受僱期開始前，僱員須由僱主支付費用返回原居地，以享用不少於七日的有薪/無薪*假期，這假期是僱員除根據本僱傭合約所享有的休息日、法定假日及年假外，另外應享有的假期。
- 四、 僱員須在僱主所指定的地址_____ (受僱工作的地點)工作。
- 五、 僱員應收取：-
 - (甲) 每月港幣_____元的工資(不包括超時工資)，而且須屬全職受僱；
 - (乙) 如僱員須從事較本僱傭合約第七條款所列的正常工作時數為長的工作，每小時以本僱傭合約第五(甲)條款所指定的工資率百分之_____ (註 3)計算的超時工資；及
 - (丙) 任何根據本僱傭合約或香港法例規定須支付僱員的金額。
- 六、 工資期為期一個月/半個月*。工資(包括應支付的超時工資)在工資期最後一天完結時即到期支付，僱主須在切實可行範圍內盡快支付工資予僱員，但在任何情況下不得遲於工資期屆滿後七天支付。同樣，工資及與本僱傭合約有關的任何其他須付款項，亦必須在合約終止或屆滿後的七天內支付。
- 七、 正常工作時數(用膳時間除外)為每天_____小時。
- 八、 僱主不得令僱員在連續二十四小時的期間內工作超過十二小時，超時工作包括在內。在有關情況下，僱主須遵守根據香港法例第 57 章僱傭條例而制訂的僱用青年(工業)規例。
- 九、 僱主須以自動轉賬方式將所有工資(包括應支付的超時工資)直接存入以僱員名義開立的銀行戶口內。該銀行須是根據香港法例第 155 章銀行業條例的規定而領有牌照的。任何其他支付工資的安排需獲得僱員的書面同意及勞工處處長的書面認可。僱主除按照本僱傭合約或香港法例第 57 章僱傭條例的規定外，不得扣除僱員的工資。
- 十、 根據香港法例第 57 章僱傭條例，僱員應享有每年十二天法定假期，並每七天應享有不少於一天休息日。在第一及第二年的服務期滿後，僱員每服務滿一年，可享有最少七天有薪年假。此後，有薪年假的日數須根據僱傭條例的規定而增加。
- 十一、 僱主須以本僱傭合約第五(甲)條款所指定的工資率，發放有薪假期給僱員，讓僱員出席由勞工處安排的強制性簡介會。該簡介會的目的是向僱員介紹本僱傭合約所訂定的僱員權益以及補充勞工計劃的規條。這有薪假期是僱員除根據本僱傭合約所享有的休息日、法定假日及年假外，另外應享有的有薪假期。

- 十二、僱主須為僱員提供備有傢具的合適居所，而該居所須符合本僱傭合約附表所列明的標準。對於該附表的詮釋，以勞工處處長或其授權代表所作者為依歸。僱主須免費提供這居所。/當僱員佔用這居所期間，僱主可扣除僱員同期工資的百分之十，或實際佔用費用，兩者以較少者為準；而工資應按本僱傭合約第五(甲)條款計算。*
- 十三、若僱主提供膳食，則必須是免費的。
- 十四、僱主及僱員均須允許勞工處職員進入和視察有關的居所。
- 十五、在簽訂本僱傭合約前，僱員須接受體格檢驗，包括胸肺 X 光檢查，以確定是否適宜從事本僱傭合約所指定的工作，而檢驗費用須由僱主支付。有關的醫生證明書須呈交香港入境事務處處長審閱。
- 十六、(甲) 當僱員在本僱傭合約第二條款指明的受僱期內（但不包括僱員出於自願及基於個人理由離開香港期間）生病或受傷，僱主須提供免費醫療，包括診症費用、住院費用及牙科急診。僱員須接受任何註冊醫生的診治服務。
- (乙) 如僱員由於受僱及在僱用期內遭遇意外而受傷或患上職業病，則僱主須根據香港法例第 282 章僱員補償條例支付補償。
- (丙) 如醫生證明僱員不適宜繼續受僱，除相關條例另有規定外，僱主可終止僱用僱員，並應立即採取行動，將僱員遣返。
- 十七、僱主須負責僱員自原居地到香港及於僱傭合約終止或屆滿時返回原居地的旅費。僱主亦須支付或向僱員付還與本僱傭合約有關的進入許可/簽證費用及之後的延期費用。
- 十八、僱主須支付香港法例第 423 章僱員再培訓條例第 IV 部所指定的徵款。
- 十九、如僱員死亡，僱主須負責將僱員遺體及個人物品運返其原居地的費用。
- 二十、本僱傭合約任何一方均可給予對方_____日/月* (註 4) 書面通知或按照香港法例第 57 章僱傭條例計算的代通知金，以終止僱傭合約。但在香港法例第 57 章僱傭條例所准許的情況下，本僱傭合約任何一方均可毋須給予通知或支付代通知金而終止僱傭合約。
- 二十一、(甲) 除第二十一(乙)及(丙)條款另有規定外，本僱傭合約是僱主和僱員間簽訂的唯一僱傭合約。
- (乙) 任何對本僱傭合約條款作出的變更、修改、取消或增訂，如使到僱員的情況改變至不及本僱傭合約者，除非獲得勞工處處長的書面認可，否則均屬無效。
- (丙) 如在僱傭雙方簽訂合約後，相關法例作出了修訂並賦予僱員較本僱傭合約更佳的權益，則以法例規定為依歸，而本僱傭合約將被視為已根據有關法例作出修改。
- 二十二、在本僱傭合約中，所有對「香港」的提述，均指「中華人民共和國香港特別行政區」。

附 表

- (一) 有關居所必須為清潔及獨立單位，每人所佔淨樓面實用面積最少為 3.4 平方米；
- (二) 居所內必須設有廁所、洗澡及煮食設備；
- (三) 居所內必須有電力及食水供應；
- (四) 睡房及客飯廳/客廳兩者必須分隔；
- (五) 每間睡房不得設床超過六張；
- (六) 居所內必須提供基本傢具，器具及物品，包括床、毛氈、枕頭、電風扇、雪櫃等。

註 1 : 請填寫僱員的原居城鎮及國家。

註 2 : 必須少於或相等於二十四個月。

註 3 : 必須不少於百分之一百。

註 4 : 不得少於七日。

* 請刪去不適用者

日期： _____

僱主簽署： _____

見證人： _____
(姓名)

簽署： _____

見證人： _____
(姓名)

簽署： _____

徵收

Sample Wage Receipt for FDHs

I, _____, HKID/Passport No. _____, acknowledge receipt of payment of the following items from my employer _____ on (date) _____ * in cash/ by cheque / by bank autopay.

1. Wages (from _____ to _____) \$ _____

inclusive of payment for the following :

(a) statutory holiday(s) (date(s): _____)

(b) annual leave (from _____ to _____)

(c) sick leave (from _____ to _____)

(d) others (please specify): _____

2. Food allowance (from _____ to _____) \$ _____

(if no food provided)

Received by (Signature) : _____

(Name) : (_____)

Witnessed by (if any)(Signature) : _____

(Name) : (_____)

Note 1 : Please refer to “Practical Guide for Employment of FDHs – What FDHs and their Employers Should Know” for the rights and obligations of employers and FDHs.

Note 2 : This is a sample document for reference only. Parties referring to this sample should ensure that its contents are appropriate for their use before adoption. They are also reminded to seek independent professional advice where appropriate.

Sample Letter of Termination of Employment Contract Initiated by FDH

Dear _____ (name of employer) _____ ,

I, _____ , wish to terminate my employment contract with you as domestic helper under the Domestic Helper Contract No. _____ ,

(please “✓” as appropriate)

- by giving you _____ days/month(s)* notice.
- by giving you _____ days/month(s)* wages in lieu of notice.
- without notice.
- without wages in lieu of notice.

The last working day will be _____ (date) _____ .

Reason(s) for termination (if any):

Yours sincerely,

_____ (Signature of employee)

(_____) (Name of employee)

_____ (Date)

Acknowledged receipt by employer _____ (Signature)

(_____) (Name)

_____ (Date)

Note 1 : Please refer to Chapter 8 of “Practical Guide for Employment of FDHs – What FDHs and their Employers Should Know” for the rights and obligations of employers and FDHs regarding termination of employment contract.

Note 2 : This is a sample document for reference only. Parties referring to this sample should ensure that its contents are appropriate for their use before adoption. They are also reminded to seek independent professional advice where appropriate.

* Please delete where appropriate

Sample Letter of Termination of Employment Contract Initiated by FDH Employer

Dear _____ (name of employer) _____ ,

I, _____ , wish to terminate your employment contract as domestic helper under the Domestic Helper Contract No. _____ ,

(please "✓" as appropriate)

- by giving you _____ days/month(s)* notice.
- by giving you _____ days/month(s)* wages in lieu of notice.
- without notice.
- without wages in lieu of notice.

Your last working day will be _____ (date) _____ .

Reason(s) for termination (if any):

Yours sincerely,

_____ (Signature of employer)

(_____) (Name of employer)

_____ (Date)

Acknowledged receipt by employee _____ (Signature)

(_____) (Name)

_____ (Date)

Note 1 : Please refer to Chapter 8 of "Practical Guide for Employment of FDHs – What FDHs and their Employers Should Know" for the rights and obligations of employers and FDHs regarding termination of employment contract.

Note 2 : This is a sample document for reference only. Parties referring to this sample should ensure that its contents are appropriate for their use before adoption. They are also reminded to seek independent professional advice where appropriate.

* Please delete where appropriate

Sample Receipt for Payments upon Termination / Expiry of Contract

I, _____, HKID/Passport No. _____, receive the following items from my employer _____ on (date) _____ *in cash / by cheque/ by bank autopay.

1. Wages (from _____ to _____) \$ _____
inclusive of payment for the following :
 - (a) statutory holiday(s) (date(s): _____)
 - (b) annual leave (from _____ to _____)
 - (c) sick leave (from _____ to _____)
 - (d) others (please specify): _____
2. Food allowance (from _____ to _____) \$ _____
3. Wages in lieu of notice \$ _____
4. Untaken annual leave pay (_____ days) \$ _____
5. Long service payment / severance payment \$ _____
6. Food and Travelling allowance \$ _____
7. *Payment in lieu of air-ticket / return air-ticket of
_____ (Airline) \$ _____
8. Other (a) _____ \$ _____
Other (b) _____ \$ _____

Signature of Helper : _____ Date : _____
(Name) : (_____)

Signature of Employer : _____ Date : _____
(Name) : (_____)

Witnessed by (if any)(Signature) : _____ Date : _____
(Name) : (_____)

Note 1 : Please refer to “Practical Guide for Employment of FDHs – What FDHs and their Employers Should Know” for the rights and obligations of employers and FDHs.

Note 2 : This is a sample document for reference only. Parties referring to this sample should ensure that its contents are appropriate for their use before adoption. They are also reminded to seek independent professional advice where appropriate.

* Please delete where appropriate

You are welcome to submit your views in writing on this draft Code of Practice to the Labour Department on or before 17 June 2016 :

Address : **Employment Agencies Administration,
Labour Department**
Unit 906, 9/F, One Mong Kok Road
Commercial Centre, 1 Mong Kok Road,
Kowloon

Fax : 2111 3395

Email : copconsultation@labour.gov.hk

Your views submitted may be published. Please specify so if you request anonymity in your submission.

