

## **LEGISLATIVE COUNCIL BRIEF**

Employment Ordinance  
(Chapter 57)

### **Employment (Amendment) (No.2) Bill 2017**

#### **INTRODUCTION**

A At the meeting of the Executive Council on 6 June 2017, the Council **ADVISED** and the Chief Executive **ORDERED** that the Employment (Amendment) (No.2) Bill 2017 (the Bill) (at **Annex A**) should be introduced into the Legislative Council (LegCo).

#### **JUSTIFICATIONS**

##### *Legislative Proposals*

2. The legislative proposals seek to raise the maximum penalty for the offences of overcharging job-seekers and unlicensed operation of EAs, expand the scope of application of the overcharging offence, provide for new grounds for the Commissioner for Labour (C for L) to consider refusing to issue or renew or revoking a licence to operate an EA, and provide a legal basis for the issue of Codes of Practice for EAs.

(a) Imposing heavier penalties for overcharging job-seekers on commissions

3. Section 57(a) of the Employment Ordinance (Cap.57) (EO) as read with regulation 10 of and Part II of the Second Schedule to the Employment Agency Regulations (Cap. 57 sub. leg. A) (EAR) provides that the maximum commission which may be received by an EA from a job-seeker shall not

exceed 10% of his or her first month's wages. A person contravening the provision is liable to a maximum penalty of a fine of HK\$50,000 under section 60(7) of EO.

4. The number of complaints against EAs concerning FDHs being overcharged by EAs has kept on rising over the past five years, from 44 in 2012 to 529<sup>1</sup> complaints in 2016. Many FDHs, particularly those who come to work in Hong Kong for the first time, may not be fully aware of their statutory rights and benefits, and fall prey to dishonest EAs who may overcharge them on commissions. To afford better protection to job-seekers (including FDHs), we propose to impose heavier penalty on EAs charging job-seekers excessive fees, from a maximum fine of HK\$50,000 at present to a maximum fine of HK\$350,000 and an imprisonment of 3 years, so as to generate greater deterrent effect.

(b) Imposing heavier penalties for unlicensed operation of EAs

5. Pursuant to section 51(1) of EO, any person who wishes to operate an EA<sup>2</sup> in Hong Kong is required to obtain a licence or a Certificate of Exemption (CoE) from C for L. Operating an EA without a licence or a CoE is an offence and is liable to a maximum fine of HK\$50,000 upon conviction under section 60(6) of EO, i.e. the same level of penalty as that for the offence of overcharging job-seekers. In view of the proposal to raise the penalty for the offence of overcharging job-seekers as mentioned in paragraph 4 above, we suggest to correspondingly raise the maximum penalty for the offence of unlicensed operation of an EA to a maximum fine of HK\$ 350,000 and imprisonment of 3 years.

(c) Extending the scope of the offence of overcharging job-seekers to associates in addition to the licensee

6. At present, only a holder of a licence issued under section 52 of EO (licensee) could be held liable to the overcharging offence under section 57(a) of EO, but not other persons involved in the operation of the EA who charge job-seekers excessive fees. For example, if the licensee is a limited company, even if there is sufficient evidence showing that its director(s) or staff

---

<sup>1</sup> Amongst the 529 complaints received in 2016, 420 complaints (or 80%) were against two EAs placing FDHs. These complaints were mainly referred to LD by the Consulate General of the Philippines.

<sup>2</sup> According to section 50(1) of EO, EA 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.

member(s) has overcharged job-seekers, the Labour Department (LD) can only prosecute the limited company. If a job-seeker was overcharged by an EA staff member or a partner in a firm who is not the licensee<sup>3</sup>, the licensee may argue that he/she was not in the know or has no gain during the process, LD may not be able to prosecute owing to the limitations of the provision. We propose to expand the scope of the offence so as to ensure the effectiveness of the sanction.

7. We propose to extend the scope of the offence to cover certain persons associated with the licensee (associates). The associates include the management of EAs, that is to say, in the case of an EA being a company, any director, manager, secretary, or other similar officer of the company; or in the case of an EA being a partnership, any partner and any other person concerned in the management of the partnership. The persons employed by the EAs would also be covered. In addition, the offence also covers a person purporting to act as a licensee or an associate of a licensee.

(d) New grounds for refusal to issue/renew or revoke a licence

8. At present, if a person operating an EA, or intending to operate an EA, has contravened any provision of Part XII of EO or any regulation made under section 62 of EO (including commission of the overcharging and unlicensed operation offences), C for L would consider refusing to issue, revoking or refusing to renew the licence to the person<sup>4</sup>. Consequential to the extension of the overcharging offence to the associates of the licensees as

---

<sup>3</sup> According to existing practice, if the EA is run under a partnership, one of the partner(s) will be nominated as the licensee for the purpose of applying for the licence.

<sup>4</sup> The power for C for L to refuse to issue or renew or to revoke a licence is provided under section 53(1) of EO, which stipulates that –

“The Commissioner may refuse to issue or renew a licence, or may revoke a licence, if he is satisfied on reasonable grounds-

- (a) that the name under which the employment agency is operated or is intended to be operated-
  - (i) is identical with the name of another employment agency which is being, or has been, carried on by another person; or
  - (ii) so nearly resembles the name of another employment agency as to be likely to deceive the public;
- (b) that the employment agency is being, or is likely to be, used for unlawful or immoral purposes; or
- (c) that the person operating, or intending to operate, the employment agency -
  - (i) is an undischarged bankrupt;
  - (ii) has, within the preceding 5 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 the Commissioner any false or misleading information in connection with his application for the issue or renewal of the licence;
  - (iv) has contravened any provision of this Part [XII] or any regulation made under section 62; or
  - (v) is not, for any other reason, a fit and proper person to operate an EA.”

B

mentioned in paragraph 7 above, it is proposed to add another ground for C for L to consider revoking, or to refuse to issue or renew the licence of an EA if an associate of the licensee has contravened any provision of Part XII of EO or any regulation made under section 62 of EO. This also echoes paragraph 4.2 of the Code of Practice for Employment Agencies (the Code) (at **Annex B**) which stipulates that the licensee, company director(s) and/or nominated operator(s)<sup>5</sup> have the responsibility and are fully accountable for the operation of their EA, and they are required to closely supervise all of their staff, or otherwise C for L may refuse to renew or revoke the licence of the concerned EA.

9. In addition, the current provision under section 53(1)(c) of EO only allows C for L to take into account whether the licensee of, or a person who intends to operate an EA has a record of conviction 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 in the past five years as a ground to revoke or refuse to issue or renew a licence. As such, it would be possible for a licensee, who, after his/her original EA's licence had been revoked or refused for renewal upon the conviction of an offence involving fraud or dishonesty<sup>6</sup>, to ask another person (e.g. his/her family member's) to apply for another EA licence while retaining control of the operation of the second EA by holding a management position (e.g. a director or a partner not nominated as the licensee). To plug this potential loophole, it is proposed that a new ground be provided under section 53(1) for C for L to consider revoking or refusing to issue or renew a licence of an EA if, in addition to the licensee, any related person in respect of an EA has been convicted of an offence against the person of a child, young person or woman, or an offence involving membership of a triad society, fraud, dishonesty or extortion in the past five years.

(e) Providing a legal basis for the Code of Practice for Employment Agencies

10. In January 2017, LD promulgated the Code to promote the professionalism and service quality of EAs by setting out the minimum operation and management standards which C for L expects of EA licensees.

---

<sup>5</sup> In the case of an EA being a company, the "nominated operator" would be covered. According to regulation 7 of EAR, a company to which a licence is issued shall notify C for L in writing the name of the person appointed by the company to operate, manage or assist in the management of, the EA to which the licence relates. The person so appointed is referred to here as "nominated operator".

<sup>6</sup> For example, the licensee had intentionally provided false and misleading information about a job-seeker (e.g. FDH) to the employer who was engaging its service for recruitment and was then convicted under the Trade Descriptions Ordinance (Cap.362) for applying a false trade description to a service supplied to a consumer; or the licensee was convicted of fraud by being a scammer who offered attractive employment opportunities overseas to FDHs and required them to pay money in advance.

Currently, the Code is published administratively. Although C for L would take into account EAs' compliance with the Code when considering revoking or refusing to renew their licences, or in the case of a person who intends to operate an EA, C for L would consider the applicant's track record in particular whether he/she can meet the requirements set out in the Code when considering whether to issue a licence, there are concerns about the effectiveness of the Code in deterring the malpractices of EAs in the absence of any legal backing. Against this backdrop, we propose to take the opportunity to provide in EO for C for L to issue from time to time codes of practice for EAs. It is also proposed to make it clear that non-compliance with the Code by the licensee and/or associate(s) will be a ground which C for L may refuse to issue or renew, or revoke a licence under section 53(1)(e) of EO.

## **THE BILL**

11. The main provisions of the Bill are summarised below –
  - (a) **Clause 3** adds the definitions of *associate* and *related person* under section 50(1);
  - (b) **Clause 4** provides that a licensee or an associate of the licensee in respect of an EA is allowed to operate, manage or assist in the management of the EA;
  - (c) **Clause 5** amends the grounds for refusing to issue or renew, or revoking, a licence to operate an EA;
  - (d) **Clause 6** prohibits an associate of a licensee or a person purporting to act as a licensee or an associate of a licensee to receive from any person on account of having obtained, or in connection with obtaining or seeking to obtain, employment for that person any reward of any kind, or any payment or other advantage in respect of expenses or otherwise, except the prescribed commission;
  - (e) **Clause 7** increases the penalties for overcharging job-seekers on commissions and unlicensed operation of EAs; and
  - (f) **Clause 8** empowers C for L to issue codes of practice for EAs.

## **LEGISLATIVE TIMETABLE**

12. The legislative timetable will be as follows –

Publication in the Gazette	16 June 2017
First and Commencement of Second Reading Debate	28 June 2017
Resumption of Second Reading Debate, Committee Stage and Third Reading	To be notified

## **IMPLICATIONS OF THE PROPOSAL**

13. The proposal has no economic, productivity, environmental, sustainability, and family implications. The tightening of regulations of EAs has positive gender implication. There are currently over 350 000 FDHs in Hong Kong and most of them are women. Curbing the malpractices of the EAs will offer better protection to the FDHs. On the other hand, the proposal will also help promote the professionalism and service quality of the EAs. The availability of FDHs' services and enhanced professional services of the EAs for employers to employ FDHs are crucial in removing the barriers for many carers of children and elderly in local families, who are mainly women, to join and/or stay in the labour force.

14. The proposal is in conformity with the Basic Law, including the provisions concerning human rights. It does not affect the current binding effect of the EO. As for financial or civil service implications, we envisage that following the passage of the legislative amendments, there would be more complaints and investigative work arising from the expansion of scope of the overcharging offence to associates and persons purporting to act as a licensee or associate, in addition to the licensees. LD will endeavor to absorb the requirements as far as possible and, if necessary, may seek for additional resources in accordance with the established resource allocation mechanism.

## **PUBLIC CONSULTATION**

15. We have taken into account views of key stakeholders in drawing up the legislative proposals. During the two-month consultation on the draft

Code from April to June 2016<sup>7</sup>, the majority of stakeholders considered it necessary to provide a legal basis for the Code and suggested further tightening the regulation of EAs by imposing heavier penalties, in particular on overcharging. The LegCo Panel on Manpower and the Labour Advisory Board (LAB) were respectively briefed on 21 February 2017 and 5 April 2017 on the legislative proposals. They generally supported the proposed legislative amendments to the EO.

16. The EA associations were briefed on the legislative proposal on 17 February 2017. While some were concerned that the proposals would increase their burden (e.g. ensuring their associates would meet the statutory requirements and the standards in the Code and business costs), they acknowledged the need to meet the community's expectation for professional and quality service. The impact on those EAs which operate in compliance with the law and the Code would be minimal.

## **PUBLICITY**

17. A spokesperson will be made available to address public or media enquiries.

## **BACKGROUND**

18. EAs in Hong Kong are regulated by Part XII of the EO and the EAR. The abovementioned laws require, amongst other things, EA to obtain a licence or a CoE from C for L, and prohibit licensed EAs from receiving from job-seekers any reward, payment, or other advantage other than the prescribed commission, which is currently set at 10% of the job-seekers' first month wages upon his/her successful placement. Up to end-May 2017, there were 3 023 licensed EAs in Hong Kong, amongst which 1 416 were EAs providing placement services of FDHs (FDH EAs).

19. LD has all along been taking rigorous actions against violations of EO and EAR by EAs. In 2015 and 2016, LD conducted a total of 1 803 and 1 816 inspections of EAs respectively, amongst which 1 348 and 1 417 were targeted at FDH EAs. In 2015, LD successfully prosecuted 12 EAs, of which

---

<sup>7</sup> LD conducted a consultation on the draft Code for around two months in April to June 2016 to collect the views of various stakeholders, including the LegCo Panel on Manpower (including meeting with deputations), LAB's Subcommittee on Employment Services, Women's Commission, Family Council, Equal Opportunities Commission, the Consumer Council and the Privacy Commissioner for Personal Data, EA associations, FDH unions, FDH pressure groups, FDH employer groups, as well as Consuls General of FDHs' home countries. After carefully examining the views received during the consultation and refining the Code, LD promulgated the Code on 13 January 2017.

11 were FDH EAs. Amongst these cases, nine were convicted of overcharging FDHs. For 2016, a total of eight EAs (all FDH EAs) were successfully prosecuted. Amongst these cases, five were convicted of overcharging commission from FDHs. In 2015 and 2016, C for L revoked or refused to renew the licenses of five EAs each year, all involving FDH EAs, on the grounds that the licensee was convicted of overcharging commissions from FDHs and unlicensed operation, as well as that the licensee was not a fit and proper person to operate an EA.

20. To promote professionalism and service quality of EAs, LD promulgated the Code in January 2017 for the industry to follow. An EA operator who fails to meet the statutory requirements and/or standards set out in the Code may be considered as not a fit and proper person to operate an EA and thus have its licence revoked, or refused for renewal by C for L under section 53(1)(c)(v) of EO.

21. LD also carries out a string of publicity and educational programmes to enhance the awareness of employers and job-seekers, particularly FDHs, regarding their rights and obligations. For example, a “Do’s and Don’ts” leaflet was published in April 2016 to raise employers’ and FDHs’ understanding about their rights and obligations, and points to note while engaging the service of an EA. To help the public gain access to information relating to regulation of EAs, LD launched a one-stop Employment Agencies Portal in January 2017. The Portal provides a user-friendly search function to enable the public to check easily if an EA has valid licence. It also contains useful reference materials and publications, including the Code and press releases on cases of successful prosecutions, revocations and refusal of renewal of EAs licences, etc.

## **ENQUIRIES**

22. Enquiries relating to the brief can be directed to Ms Queenie Wong, Assistant Commissioner for Labour (Policy Support) at 2852 3633.

**Labour and Welfare Bureau**  
**Labour Department**  
**14 June 2017**



**Employment (Amendment) (No. 2) Bill 2017**

**Contents**

Clause	Page
<b>Part 1</b>	
<b>Preliminary</b>	
1. Short title .....	1
2. Enactments amended .....	1
<b>Part 2</b>	
<b>Amendments to Employment Ordinance</b>	
3. Section 50 amended (interpretation and application of Part).....	2
4. Section 51 amended (prohibitions in respect of the operation of employment agencies).....	3
5. Section 53 amended (refusal to issue, or revocation of, licences).....	3
6. Section 57 amended (prohibited acts in respect of employment agencies) .....	5
7. Section 60 amended (offences).....	6
8. Section 62A added.....	7
62A. Codes of practice for employment agencies .....	7
<b>Part 3</b>	
<b>Amendments to Employment Agency Regulations</b>	

Clause	Page
9. Regulation 7 amended (company as licensee).....	8
10. Regulation 10 amended (maximum fees and commission) .....	8

# A BILL

## To

Amend Part XII of the Employment Ordinance and the Employment Agency Regulations to increase the penalties for certain offences relating to employment agencies; to make certain existing offences applicable to persons associated with the holder of a licence to operate an employment agency and certain other persons; to amend the grounds for refusing to issue or renew, or for revoking, such a licence; to empower the Commissioner for Labour to issue codes of practice for employment agencies; and to provide for incidental and connected matters.

Enacted by the Legislative Council.

### Part 1

#### Preliminary

##### 1. Short title

This Ordinance may be cited as the Employment (Amendment) (No. 2) Ordinance 2017.

##### 2. Enactments amended

- (1) The Employment Ordinance (Cap. 57) is amended as set out in Part 2.
- (2) The Employment Agency Regulations (Cap. 57 sub. leg. A) are amended as set out in Part 3.

### Part 2

#### Amendments to Employment Ordinance

##### 3. Section 50 amended (interpretation and application of Part)

- (1) Section 50(1), English text, definition of *licence*—

###### Repeal

“accordingly.”

###### Substitute

“accordingly;”.

- (2) Section 50(1)—

###### Add in alphabetical order

“*associate* (相關人士), in relation to a person, means—

- (a) if the person is a company—
  - (i) a related person of the person; or
  - (ii) an individual employed by the person;
- (b) if the person is a partner in a partnership—
  - (i) a related person of the person; or
  - (ii) an individual employed by the person or by the partnership; or
- (c) in any other case—an individual employed by the person;

*related person* (有關連人士) means—

- (a) in relation to a company—a director, manager, secretary or other similar officer of the company; or
- (b) in relation to a partner in a partnership—

- (i) another partner in the partnership; or
- (ii) another person concerned in the management of the partnership.”.

4. **Section 51 amended (prohibitions in respect of the operation of employment agencies)**

Section 51—

**Repeal subsection (1)**

**Substitute**

- “(1) A person must not operate, manage or assist in the management of an employment agency unless the person—
- (a) is the holder of a licence or certificate of exemption issued in respect of the employment agency; or
  - (b) is an associate of the holder.”.

5. **Section 53 amended (refusal to issue, or revocation of, licences)**

(1) Section 53(1)(b)—

**Repeal**

“purposes; or”

**Substitute**

“purposes;”.

(2) Section 53(1)(c)—

**Repeal**

“person operating, or intending to operate, the employment agency”

**Substitute**

“licensee or the person intending to be the licensee”.

(3) Section 53(1)(c)(ii), Chinese text—

**Repeal**

everything after “曾因”

**Substitute**

“以下罪行而被定罪：對兒童、青年或婦女犯了侵害人身罪，或犯了涉及身為三合會會員、欺詐、不誠實行為或勒索的罪行；”.

(4) Section 53(1)(c)(iv)—

**Repeal**

“62; or”

**Substitute**

“62;”.

(5) After section 53(1)(c)(iv)—

**Add**

“(iva) has not complied with a code of practice issued under section 62A(1); or”.

(6) Section 53(1)(c)(v)—

**Repeal**

“agency.”

**Substitute**

“agency;”.

(7) After section 53(1)(c)—

**Add**

“(d) (if the licensee or the person intending to be the licensee is a company or a partner in a partnership) that a related person of the licensee or person—

- (i) has, within the preceding 5 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;
- (ii) has contravened any provision of this Part or any regulation made under section 62; or
- (iii) has not complied with a code of practice issued under section 62A(1); or
- (e) that an individual employed by the licensee or by the person intending to be the licensee—
  - (i) has contravened any provision of this Part or any regulation made under section 62; or
  - (ii) has not complied with a code of practice issued under section 62A(1).”.

**6. Section 57 amended (prohibited acts in respect of employment agencies)**

(1) Section 57—

**Renumber the section as section 57(1).**

(2) Section 57(1)—

**Repeal**

“A licensee shall”

**Substitute**

“A licensee, or an associate of a licensee, in respect of an employment agency, or a person purporting to act as such a licensee or associate, must”.

(3) Section 57(1)(b)—

**Repeal**

“his employment agency, the prescribed commission which he is permitted to charge and receive”

**Substitute**

“the employment agency, the prescribed commission”.

(4) Section 57(1)(c)(i)—

**Repeal**

“licensee’s”.

(5) Section 57(1)(c)(ii)—

**Repeal**

“licensee”

**Substitute**

“employment agency”.

(6) After section 57(1)—

**Add**

“(2) In this section—

*prescribed commission* (訂明佣金), in relation to an employment agency, means the commission that the employment agency is permitted to charge and receive as prescribed by a regulation made under section 62.”.

**7. Section 60 amended (offences)**

Section 60—

**Repeal subsections (6) and (7)**

**Substitute**

“(6) A person who contravenes section 51(1) commits an offence and is liable on conviction to a fine of \$350,000 and to imprisonment for 3 years.

- (7) A person who contravenes section 57(1)(a) commits an offence and is liable on conviction to a fine of \$350,000 and to imprisonment for 3 years.
- (8) A person who contravenes section 57(1)(b) or (c) commits an offence and is liable on conviction to a fine at level 5.”.

**8. Section 62A added**

Part XII, after section 62—

**Add****“62A. Codes of practice for employment agencies**

- (1) The Commissioner may issue codes of practice setting out principles, procedures, guidelines and standards for the operation, management or control of employment agencies.
- (2) The Commissioner is to make a copy of every code of practice available for inspection by the public free of charge during business hours at offices of the Government directed by the Commissioner.”.
- 

**Part 3****Amendments to Employment Agency Regulations****9. Regulation 7 amended (company as licensee)**

Regulation 7(1)—

**Repeal**

everything after “name of”

**Substitute**

“an individual who is—

- (a) an associate (as defined by section 50(1) of the Ordinance) of the company; and
- (b) appointed by the company to operate, manage or assist in the management of the employment agency in respect of which the licence is issued.”.

**10. Regulation 10 amended (maximum fees and commission)**

Regulation 10(2)—

**Repeal**

“a licensee”

**Substitute**

“an employment agency”.

### Explanatory Memorandum

The object of this Bill is to amend certain provisions relating to employment agencies in Part XII of the Employment Ordinance (Cap. 57) (*Ordinance*) and the Employment Agency Regulations (Cap. 57 sub. leg. A) (*Regulations*).

2. Part 2 (clauses 3 to 8) contains amendments to the Ordinance.
3. Clause 3 adds the definitions of *associate* and *related person* to section 50(1) of the Ordinance.
4. Clause 4 amends section 51(1) of the Ordinance to allow an associate of the holder of a licence or certificate of exemption issued in respect of an employment agency to operate, manage or assist in the management of the agency.
5. Clause 5 amends section 53(1) of the Ordinance to amend the grounds for refusing to issue or renew, or for revoking, a licence to operate an employment agency.
6. Clause 6 amends section 57 of the Ordinance to make it applicable to an associate of a licensee and a person purporting to act as a licensee or an associate of a licensee.
7. Clause 7 amends section 60 of the Ordinance to increase the penalties for contravening section 51(1) or 57(1)(a) of the Ordinance.
8. Clause 8 adds a new section 62A to the Ordinance to empower the Commissioner for Labour to issue codes of practice for employment agencies.
9. Part 3 (clauses 9 and 10) contains minor technical amendments to the Regulations.

# Code of Practice for Employment Agencies

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 reproducing/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).



# Table of Contents

<b>Chapter 1 : Introduction</b> .....	3
<b>Chapter 2 : Interpretation and abbreviations</b> .....	6
2.1 Interpretation .....	6
2.2 Abbreviations .....	7
<b>Chapter 3 : Statutory requirements in relation to operating an employment agency</b> .....	8
3.1 Introduction .....	8
3.2 All employment agencies must be licensed before commencing operation .....	8
3.3 Manner and form for applying for a licence .....	9
3.4 Requirements under Employment Ordinance and Employment Agency Regulations when employment agency is in business .....	10
3.5 Fees that may be charged by employment agencies .....	11
3.6 Protecting personal information of employers and job-seekers .....	11
3.7 Carrying out other activities at employment agency's licensed address .....	13
3.8 Adopting fair trade practices .....	13
3.9 Observing immigration laws .....	14
3.10 Not to aid or abet employers to breach Employment Ordinance on payment of wages .....	15
3.11 Personal documents and property of job-seekers .....	16



## Table of Contents

<b>Chapter 4 : Standards which the Commissioner for Labour expects from employment agencies .....</b>	<b>17</b>
4.1 Introduction .....	17
4.2 Management's responsibilities .....	19
4.3 Display of notices as required by law and government authorities .....	19
4.4 Acting honestly and exercising due diligence .....	20
4.5 Maintaining transparency in business operations .....	20
4.6 Drawing up service agreements with job-seekers and with employers ..	21
4.7 Provision of payment receipts .....	22
4.8 Provision of the employment contract to the contracting parties .....	23
4.9 Maintaining professional knowledge and staying up to date on latest laws and regulations relating to the industry .....	23
4.10 Promoting job-seekers and employers' awareness of their rights and obligations .....	23
4.11 Adopting good record management practices .....	26
4.12 Avoiding involvement in financial affairs of job-seekers .....	26
4.13 Protecting job-seekers from false self-employment .....	26
<b>Chapter 5 : References .....</b>	<b>27</b>
<b>Appendices .....</b>	<b>32</b>

# 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 62<sup>1</sup> of EO; or
    - (v) is not, for any other reason, a fit and proper person to operate an EA.

---

<sup>1</sup> 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;

## Chapter 1 : Introduction

- 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.
- 1.5 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 Chapter 4 are the minimum standards which C for L expects from EA licensees, directors of companies operating EAs (referred to as “company directors” hereinafter), and/or the “nominated operators”<sup>2</sup>. Meeting the standards in that 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.

- 
- (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 CoEs;
  - (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.

<sup>2</sup> 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 referred to as the “nominated operator” in this CoP.

## Chapter 1 : Introduction

- 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. For the purpose of protecting the public interest, LD may also publish information and post information on its website when an EA has been convicted, the licence of an EA has been revoked or its application for renewal has been refused, and/or when C for L has issued any warning or taken any disciplinary action against an EA.
- 1.7 This CoP should be read by all EA licensees, company directors, nominated operators, personnel and staff of EAs, 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 directors, nominated operators 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 :
- (a) the Employment Agencies Administration (EAA) of LD for enquiries on EO and EAR;
  - (b) the Immigration Department (ImmD) for enquiries on IO;
  - (c) the Customs and Excise Department (C&ED) for enquiries on TDO;
  - (d) the Office of the Privacy Commissioner for Personal Data (PCPD) for enquiries on PDPO; and
  - (e) the Equal Opportunities Commission (EOC) for enquiries 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.

# Chapter 2

## 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 provide service 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.

## Chapter 2 : Interpretation and Abbreviations

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	Consulate-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
OSHC	Occupational Safety and Health Council
PCPD	Office of the Privacy Commissioner for Personal Data
PDPO	Personal Data (Privacy) Ordinance (Cap. 486)
SEC	Standard Employment Contract prescribed by the HKSAR Government for hiring foreign domestic helper from abroad (ID 407) or worker imported under the Supplementary Labour Scheme
SLS	Supplementary Labour Scheme
SWD	Social Welfare Department
TDO	Trade Descriptions Ordinance (Cap. 362)

# Chapter 3

## 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 EO<sup>3</sup>, 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 CoE<sup>4</sup> from C for L beforehand.

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).

---

<sup>3</sup> 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.

<sup>4</sup> 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.



## Chapter 3 : Statutory requirements in relation to operating an employment agency

- 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 a fine 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 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. However, if any of such services are offered, EAs must ensure that 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.

### 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 a fine 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.

## Chapter 3 : Statutory requirements in relation to operating an employment agency

- 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 number (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 a fine 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 a fine 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 a fine of \$10,000**.

## Chapter 3 : Statutory requirements in relation to operating an employment agency

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 for each and every job placement 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 successfully placed in employment by EA. The prescribed commission shall only be charged after the job-seeker has received his/her first-month's wages, rather than charging them in advance. Contravention of the relevant law is an offence and shall be liable on conviction to **a maximum penalty of a 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. Collection of personal data shall be necessary and not

## Chapter 3 : Statutory requirements in relation to operating an employment agency

excessive to achieve the purposes of collection. EAs shall inform 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. To ensure openness and transparency in handling personal data, EA shall prepare a statement of policy which expresses EA's overall commitment in protecting the privacy interests of the individuals, as well as a statement of practices which include the kinds of personal data held by EAs and the main purposes for which they use the data.

- 3.6.3 EAs shall consider whether the posting of information of FDHs on their websites is necessary or permissible under the PDPO. Generally speaking, the posting of the photographs and background information (such as skills and capabilities) of FDHs on the websites of EAs may assist the initial screening process by prospective employers. Unless with express and written consent from owners of such personal data for the specified purpose, EAs should not post, display or disclose personal information of job-seekers (e.g. name, address, photo, HKID and/or passport numbers, age, religion, body measurements, etc.), their family members (e.g. name, age, occupation, etc.) or their previous employers (e.g. name, address, phone numbers, etc.) publicly, including on their websites. For personal information posted on the websites of EAs, EAs should warn the visitors to their websites that personal data so posted must not be used for any purpose which is unrelated to the purpose of selecting and/or employing FDHs.
- 3.6.4 EAs should not transfer personal data to any parties for purposes unrelated to the provision of their services. They should be aware of the specific requirements for use of personal data in direct marketing activities under PDPO. In general, EAs must provide notification and obtain consent from FDHs and employers, with a response channel provided by EAs in the notification to communicate their consent before such use.
- 3.6.5 EAs shall also take all reasonably practicable steps to ensure that the personal data held by them is protected against unauthorized or accidental access, processing, erasure, loss or use. To achieve this, EAs should ensure that paper files containing personal data are kept under lock in a secure area. For electronic data, EAs should have in place a secure IT computer network for storage and processing (e.g. with up-to-date software enabling password-control and proper encryption); with access to authorized personnel on a need-to-know basis. When EAs dispose storage containing personal data, practical steps must be taken to ensure that such data is permanently erased by means of physical destruction and/or digital deletion and cannot be retrieved after the disposal.

## Chapter 3 : Statutory requirements in relation to operating an employment agency

### 3.7 Carrying out other activities at EA's licensed address

- 3.7.1 An EA must ensure that 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 EA's 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 approval(s) or licence(s) 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**. C&ED has published two booklets on "Enforcement guidelines for the Trade Descriptions (Unfair Trade Practices)(Amendment) Ordinance 2012"<sup>5</sup> and "Successful prosecution and accepted undertakings under the Trade Descriptions Ordinance (Cap.362)"<sup>6</sup> and EAs are advised to familiarise themselves with the details.

---

<sup>5</sup> The booklet is available at the website of C&ED :  
[http://www.customs.gov.hk/filemanager/common/pdf/pdf\\_forms/Enforcement\\_Guidelines2\\_en.pdf](http://www.customs.gov.hk/filemanager/common/pdf/pdf_forms/Enforcement_Guidelines2_en.pdf)

<sup>6</sup> [http://www.customs.gov.hk/filemanager/common/pdf/TDO\\_Case\\_Booklet\\_en.pdf](http://www.customs.gov.hk/filemanager/common/pdf/TDO_Case_Booklet_en.pdf)

## Chapter 3 : Statutory requirements in relation to operating an employment agency

- 3.8.2 Unlike the placement of local job-seekers where they could meet the prospective employers before signing employment contracts, and where prospective employers would have more knowledge and channels to verify the academic qualifications, work experience, date of availability, etc. of 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, overseas job-seekers (including FDHs) would rely heavily 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.
- 3.8.3 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 for 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 a fine of \$50,000 and imprisonment for 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 have to leave Hong Kong before the expiry of their limit of stay upon completion of contract or within 14 days from the date of termination of contract, whichever is earlier. EAs shall not aid or abet FDHs to overstay 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 shall only perform domestic duties for the employer as per the Schedule of Accommodation and Domestic Duties attached to SEC. It is also stated in Clause 4(b) of SEC that FDHs shall not take up any other employment with any other person. EAs shall 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.

## Chapter 3 : Statutory requirements in relation to operating an employment agency

### 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 unlawfully<sup>7</sup>. 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 penalty of a 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 penalty of a 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 wage 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 to the same penalty therefor under EO. 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 penalty of a fine of \$150,000 and imprisonment for 14 years** upon conviction on indictment.

---

<sup>7</sup> 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.



## Chapter 3 : Statutory requirements in relation to operating an employment agency

### 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 penalty of imprisonment for 10 years.**



# Chapter 4

## 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 EO<sup>8</sup>; 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 (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 records<sup>9</sup> of the EAs and/or their capability of meeting such requirements/standards, in making decision of revoking, or refusing to grant or renew EA licences under section 53(1)(c)(v) of EO.

---

<sup>8</sup> Please see footnote 1.

<sup>9</sup> 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..

## Chapter 4 : Standards which the Commissioner for Labour expects from employment agencies

- 4.1.5 C for L may, for the purpose of protecting the public interest, publish information on his/her issuance of warning or any disciplinary action taken against an EA for contraventions of EO, EAR and/or this CoP.
- 4.1.6 As of end of November 2016, there were some 349 900 FDHs who were mostly female workers coming from the Philippines (54%) and Indonesia (44%), with the rest from other economies including India, Thailand, Nepal, Sri Lanka and Pakistan, etc.. 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.
- 4.1.7 FDHs, like local workers, enjoy the statutory employment rights and benefits under EO and ECO. In addition, the Hong Kong Special Administrative Region (HKSAR) Government has prescribed 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 free passages to/from their home countries, etc.. To ensure FDHs are aware of their rights and obligations, as well as the channels available for seeking assistance, the HKSAR Government undertakes various promotional and educational activities to enhance their awareness, as well as working closely with CGs of FDHs' home countries in Hong Kong.
- 4.1.8 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 that 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 C for L when issuing licences to or renewing licences for EAs engaged in FDH placements.

## Chapter 4 : Standards which the Commissioner for Labour expects from employment agencies

### 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 relevant 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.
- 4.2.4 The licensee, company director(s) and/or nominated operator should exercise caution and professional judgment in selecting and/or cooperating with any local and overseas business partners. For example, they should consider whether or not the business partner(s) has (have) obtained all required licence(s) from relevant authorities and have due regard to their records of compliance with the relevant laws, codes of practice, guidance notes, if available. EAs in Hong Kong may check with the governments of the home countries of FDHs and/or their CGs in Hong Kong direct for the standing of their potential business partner(s) overseas in case of doubt. Where EAs in Hong Kong are receiving referrals of overseas employees (including FDHs), the licensee, company director(s) and/or nominated operator would need to consider if the overseas business partner(s) could provide reliable information about the job-seekers, including but not limited to the academic qualifications, skills, training received, medical reports, etc..

### 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, amongst others, EAs engaged in FDH placements.

## **Chapter 4 : Standards which the Commissioner for Labour expects from employment agencies**

### **4.4 Acting honestly and exercising 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 (e.g. information on employers, job description, remunerations and benefits, etc.). 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.
- 4.4.2 EAs should also ensure that any information that is made available to employers (e.g. medical examination reports, language and skills assessment reports of the FDHs), or job-seekers (e.g. job and accommodation arrangements) is consistent with the facts made known to them. If there are reasonable grounds for EAs to suspect the accuracy of the information submitted by job-seekers or employers, or that some information is not complete, EAs should seek clarification and further information from the party concerned (e.g. the data subject and/or the local or overseas business partners that refer the employer/job-seeker(s)). EAs should refrain from using the doubtful information before it has been clarified. These are particularly relevant to those EAs engaged in FDH placements.

### **4.5 Maintaining 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.
- 4.5.2 Where EAs are collaborating with overseas business partners (for example, recruitment agents or training centres at the FDHs' home country) in the placement of FDHs, EAs should disclose to employers and FDHs the names of the business partners. If EAs claim to be authorized by foreign governments for providing placement service to their nationals, they should display the accreditation or certificate in their business addresses and the websites (if any).

## Chapter 4 : Standards which the Commissioner for Labour expects from employment agencies

### 4.6 Drawing 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 services<sup>10</sup>.

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, provided that such additions are fair, reasonable and in line with the relevant laws and this CoP, but such agreements should 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.);
- 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 after 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 FDH's 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);

---

<sup>10</sup> According to EO and EAR, the maximum commission which may be received by an EA from a job-seeker shall be an amount not exceeding a sum equal to 10% of the first-month's wages received by the job-seeker for each and every employment that he/she has been successfully placed by the EA. The provisions are applicable to **all** job-seekers.

## Chapter 4 : Standards which the Commissioner for Labour expects from employment agencies

- Whether refund is available in case the EA services are not delivered in full (e.g. the selected FDH fails to obtain employment 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);
- 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 estimated time required for various stages of the application under processing and the expected date when the 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 FDHs and employers, provided that such additions are fair, reasonable and in line with the relevant laws and this CoP, but such receipts should 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;
  - 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 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;

## Chapter 4 : Standards which the Commissioner for Labour expects from employment agencies

- 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 HKSAR 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 enter into SECs with their employers, and should provide originals of the signed 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. EAs should keep the acknowledgement or confirmation as part of their placement records for inspection by LD.

### 4.9 Maintaining professional knowledge and staying up to date on 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. EAs should also be vigilant to the developments in personal data privacy issues by referring to the related guidance and code of practice issued by PCPD from time to time.

### 4.10 Promoting 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.

## Chapter 4 : Standards which the Commissioner for Labour expects from employment agencies

- 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 Clause 9 of the SEC in relation to medical expenses of their FDHs.
- 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 point 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 and 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, 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.



## Chapter 4 : Standards which the Commissioner for Labour expects from employment agencies

- (b) To provide FDHs and their employers with the guidebooks and information pamphlets, etc. relating to the rights and benefits of FDHs as published by LD or any other relevant authorities (e.g. Social Welfare Department (SWD), ImmD, etc.), which include, but not limited to, the following :
- “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” leaflet by LD;
  - “The Do’s and Don’ts” leaflet for foreign domestic helpers, employers and employment agencies by LD;
  - “Illegal employment of foreign domestic helpers is prohibited” leaflet by ImmD; and
  - “Foreign domestic helpers - Safety requirements for cleaning outward-facing windows” leaflet by LD and the Occupational Safety and Health Council (OSHC).
- (c) To provide FDHs with handy card produced by LD concerning important advice from the HKSAR Government; leaflet on integrated family 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; and “Underpaying foreign domestic helpers is a serious offence” leaflet 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); and
  - 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.

## **Chapter 4 : Standards which the Commissioner for Labour expects from employment agencies**

### **4.11 Adopting 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 provide the signing parties copies of all documents that the job-seekers and employers have signed in their dealing with the EA, and also keep other relevant records including the service agreements (paragraph 4.5.1 and 4.6.1), payment receipts issued (paragraph 4.7.1), the acknowledgement from employers and FDHs regarding their receipt of the signed SEC (paragraph 4.8.3), the sample SEC in the mother language of the FDH concerned (paragraph 4.10.4), and publicity materials (paragraph 4.10.7), 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 Avoiding involvement in financial affairs of job-seekers**

4.12.1 EAs should not be directly or indirectly 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, regardless of the purpose of the loan (e.g. for personal use or for job placement/training in or outside Hong Kong).

### **4.13 Protecting job-seekers from false self-employment**

4.13.1 EAs should explain clearly to the job-seeker the nature of the job including whether or not the job-seeker will be engaged as an employee with the organization that he/she is placed, be employed as the EA's direct employee, or a self-employed person/contractor, before a contract is entered into. EAs should also inform the job-seekers concerned about the difference between an employee and a self-employed person/contractor, in particular the employment rights and benefits that he/she may not enjoy in the latter case. EAs should not change or encourage employers to change the status of their employees to a status of self-employed persons/contractors for the reasons of avoiding their obligations under EO, ECO and any relevant laws.

# Chapter 5

## References

To implement and comply with the statutory requirements and standards set out in this CoP, this Chapter provides sample forms as mentioned in Chapter 3 and 4 as well as some useful reference materials for EAs' easy reference.

### (A) SAMPLE FORMS FOR EAs

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

## Chapter 5 : References

### (B) RELEVANT GUIDEBOOKS 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](http://www.labour.gov.hk/eng/public/pdf/Dos_and_Donts_Leaflet_Eng.pdf))  
✂ Versions in Tagalog, Indonesian and Thai are also available

#### **For both FDHs and employers :**

- “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, Indonesian and Thai 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](http://www.labour.gov.hk/eng/public/wcp/FDHLeaflet_Eng.pdf))  
✂ Versions in Tagalog, Indonesian and Thai are also available
- “Important notes for foreign domestic helpers and their employers when using the service of employment agencies in Hong Kong” leaflet by LD  
([http://www.labour.gov.hk/eng/public/wcp/Important\\_FDH\\_Eng.pdf](http://www.labour.gov.hk/eng/public/wcp/Important_FDH_Eng.pdf))  
✂ Versions in Tagalog, Indonesian, Thai, Nepali, Myanmar, Urdu, Hindi, Bengali and Sinhala 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](http://www.labour.gov.hk/eng/public/pdf/Dos_and_Donts_Leaflet_Eng.pdf))  
✂ Versions in Tagalog, Indonesian and Thai are also available
- “Illegal employment of foreign domestic helpers is prohibited” leaflet by ImmD
- “Foreign domestic helpers - Safety requirements for cleaning outward-facing windows” leaflet by LD and OSHC  
([http://www.oshc.org.hk/others/bookshelf/Household\\_Helper\\_Flyer.pdf](http://www.oshc.org.hk/others/bookshelf/Household_Helper_Flyer.pdf))  
✂ Versions in Tagalog, Indonesian and Thai are also available

### **For FDHs :**

- Handy card produced by LD on important advice from the HKSAR Government  
✕Versions in Tagalog and Indonesian are available
- Leaflet on integrated family services by SWD  
([http://www.swd.gov.hk/en/index/site\\_pubsvc/page\\_family/sub\\_listofserv/id\\_ifs/](http://www.swd.gov.hk/en/index/site_pubsvc/page_family/sub_listofserv/id_ifs/))
- 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](http://ceasecrisis.tungwahcsd.org/document/pamphlet_eng.pdf))

### **For FDH employers :**

- “Points to note for employers on the employment of foreign domestic helpers” by LD  
([http://www.labour.gov.hk/eng/public/wcp/PointToNotesForEmployersOnEmployment\(FDH\).pdf](http://www.labour.gov.hk/eng/public/wcp/PointToNotesForEmployersOnEmployment(FDH).pdf))
- “Underpaying foreign domestic helpers is a serious offence” leaflet by LD  
([http://www.labour.gov.hk/eng/public/wcp/Underpaying\\_FDH\\_EN.pdf](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](mailto:tellme@1823.gov.hk)  
Send text SMS : 6163 1823  
Mail : Tsuen Wan PO Box 1823

## Chapter 5 : References

- Labour Relations Division, Labour Department  
✕ Telephone : 2717 1771 (handled by "1823")

Office	Address
<b><i>Hong Kong</i></b>	
Hong Kong East	12/F, Cityplaza Three, 14 Taikoo Wan Road, Taikoo Shing, Hong Kong
Hong Kong West	3/F, Western Magistracy Building, 2A Pokfulam Road, Hong Kong
<b><i>Kowloon</i></b>	
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, Sham Shui Po, 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
<b><i>New Territories</i></b>	
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

## Chapter 5 : References

- Customs and Excise Department

General Enquiry Hotline : 2815 7711  
Information Hotline : 2545 6182  
Fax : 2543 4942  
Email : [customsenquiry@customs.gov.hk](mailto: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](mailto: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](mailto: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  
Email : [ea-ee@labour.gov.hk](mailto: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 each and every successful job placement) (if no commission is charged, please indicate "NIL")  向求職者收取的佣金 (就每一宗成功介紹而言，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: Information of FDH

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

### Part II: Employment History in Past Two Years (to be completed by FDH)<sup>^</sup>

Name of employer	Employment period	How was the contract ended

### Part III: Type of Services Sought<sup>#</sup>

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

### Part IV: Commission Fee Details<sup>#</sup>

<input type="checkbox"/> [Name of Employment Agency] will not charge any fees from the above-stated FDH. <input type="checkbox"/> After successful placement, [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. <sup>Note 2</sup>
---

\* Please delete where appropriate

# Please "✓" as appropriate

<sup>^</sup> Information in this section is to be provided on a voluntary basis

## 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

\_\_\_\_\_  
Signature of Employment  
Agency Representative

\_\_\_\_\_  
Company Chop of  
Employment Agency

(Name of FDH : \_\_\_\_\_ )

(Name : \_\_\_\_\_ )

Date : \_\_\_\_\_

(Position : \_\_\_\_\_ )

Date : \_\_\_\_\_

Note 1 : 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.

Note 2 : According to EO and EAR, the maximum commission which may be received by an EA from a job-seeker shall be an amount not exceeding a sum equal to 10% of the first-month's wages received by the job-seeker for each and every employment that he/she has been successfully placed by the EA. The provisions are applicable to **all** job-seekers.

\* Please delete where appropriate

# Please "✓" as appropriate

# Tagalog version

[Pangalan ng Ahensiyang Pang-employo]

[Address]

[Numero ng Telepono at Fax/Email Address]

## Halimbawa ng Kasunduansa Pagserbisyo (Sa Pagitan ng Ahensiyang Pang-employo at FDH)

Ang kasunduang ito ay ginawa nuong \_\_\_ [Petsa] \_\_\_ sa pagitan ng \_\_\_ [Pangalan ng Ahensiyang Pang-employo] \_\_\_ at ng dayuhang kasambahay o *Foreign Domestic Helper* (FDH) na ang mga personal na detalye ay naisaad sa I at II bahagi.

### Bahagi I: Impormasyon ng FDH

#### Impormasyon ng Naghahanap ng Trabaho

Pangalan :	HKID/Pasaporte* Numero :
Nacionalidad :	Numero ng Telepono. :
Tirahan at Email Address :	

### Bahagi II: Kasaysayan ng Pagtrabaho sa nakaraang Dalawang Taon (FDH ang magsusulat)^

Pangalan ng Amo	Panahon ng Pagtrabaho	Paano nagtapos ang kontrata

### Bahagi III: Uri ng Serbisyonang Hanap<sup>#</sup>

<input type="checkbox"/> Paghahanap ng amo o employer sa HK	<input type="checkbox"/> Direktang Pang-Employo
<input type="checkbox"/> Iba pa (tukuyin lamang): _____	<input type="checkbox"/> Muling pagpirmahan ng Kontrata Pangalan ng Amo: _____

### Bahagi IV: Detalye ng Bayad na Komisyon<sup>#</sup>

- Ang [Pangalan ng Ahensiyang Pang-Employo] ay hindi maniningil ng anumang bayad mula sa FDH.
- Sa matagumpay na paglalagaysa pwesto, ang [Pangalan ng Ahensiyang Pang-Employo] ay maniningil ng bayad na komisyonang HKD\$\_\_\_\_\_ mula sa FDH. Ang komisyon ay hindi dapat sumobra sa 10% ng unang buwang sahod o sweldo na tinanggap ng naghahanap ng trabaho sa matagumpay na paglalagay sa puwesto ng trabaho. Ang komisyon ay babayaran pagkatapos niyang matanggap ang kanyang unang buwang sahod.<sup>Pananda 2</sup>

\* Maaring tanggalin kung hindi kinakailangan

# Lagyan ng “✓” kung kinakailangan

^ Ang mga impormasyon ay ibibigay ng kusang-loob sa seksyong ito

**Bahagi V: Pahintulot upang maihayag ang personal na impormasyon potensyal na maging amo/employer**

Ako si, \_\_\_\_\_, ay sumasang-ayon na maihayag ng [Pangalan ng Ahensiyang Pang-Employo] ang aking mga personal na impormasyon (Kalakip ang Apendiks 3) sa sa potensyal na maging amo upang ako ay makahanap ng trabaho bilang [Titulo ng Trabaho].

\_\_\_\_\_  
Lagda ng FDH  
(Pangalan : \_\_\_\_\_)  
Petsa : \_\_\_\_\_

\_\_\_\_\_  
Lagda ng Kinatawan ng Ahensiyang  
Pang-Employo  
Kinatawan ng Ahensiya  
(Pangalan : \_\_\_\_\_)  
(Posisyon : \_\_\_\_\_)  
Petsa : \_\_\_\_\_

\_\_\_\_\_  
Selyong Tatak ng  
Ahensiyang Pang-Employo

Pananda 1 : Ito ay isang halimbawa o basehang dokumento lamang. Ang mga partido na tumutunghay sa halimbawang ito ay dapat na siguraduhing ang mga nilalaman nito ay angkop sa kanilang layunin bago gamitin. Sila rin ay pinaaalalahanan na sumangguni sa isang propesyunal kung nararapat.

Pananda 2 : Ayon sa EO at EAR, ang pinakamataas na komisyon na maaaring matanggap ng isang EA mula sa isang aplikante ng trabaho ay halagang hindi dapat lalampas sa halagang katumbas na 10% ng unang buwang sahod ng kasambahay o manggagawa sa bawat o tuwing matagumpay na pag-eepleyo ng EA. Ang probisyong ito ay angkop sa **lahat** ng aplikante ng trabaho.

\* Maaring tanggalin kung hindi kinakailangan  
# Lagyan ng “✓” kung kinakailangan

# Indonesian version

[Nama Agensi Penempatan Tenaga Kerja]

[Alamat]

[Nomor Telepon dan Fax/Alamat Email]

## Contoh Persetujuan Layanan

(Antara agensi penempatan tenaga kerja dan PLRTA)

Persetujuan ini dibuat pada tanggal  [Tanggal]  antara  [Nama Agensi Penempatan Kerja]  dan Penata Laksana Rumah Tangga Asing (PLRTA) yang data-data pribadinya dicantumkan di dalam Bagian I dan II.

### Bagian I: Informasi PLRTA

#### Informasi Pencari Kerja

Nama :	No. KTP HK/Paspor* :
Kewarganeraan :	No. Telepon :
Alamat and Alamat Email :	

### Bagian II: Riwayat Kerja dalam masa Dua Tahun terakhir ini (untuk diisi oleh PLRTA)<sup>^</sup>

Nama Majikan	Masa Kerja	Bagaimana Kontrak Berakhir

### Bagian III: Jenis Layanan yang Dicari<sup>#</sup>

<input type="checkbox"/> Mencari majikan di HK dari APK	<input type="checkbox"/> Cari Majikan Sendiri
<input type="checkbox"/> Lainnya (harap sebutkan): _____	<input type="checkbox"/> Perpanjangan Kontrak Nama majikan : _____

### Bagian IV: Detil Biaya Komisi<sup>#</sup>

<input type="checkbox"/> <u> [Nama Agensi Penempatan Kerja] </u> tidak akan menarik biaya apa pun dari PLRT tersebut di atas.
<input type="checkbox"/> Jika berhasil menempatkan pekerja, <u> [Nama Agensi Penempatan Kerja] </u> akan menarik biaya komisi sebesar HKD\$ _____ dari PLRT tersebut di atas. Komisi nya tidak boleh lebih dari 10% gaji bulan pertama yang diterima sang pencari kerja jika dia berhasil ditempatkan. Komisi nya akan dibayar setelah dia menerima gaji pertama dia. <sup>Catatan 2</sup>

\* Harap coret yang tidak perlu

# Harap beri tanda "✓" di kotak yang sesuai

<sup>^</sup> Informasi di bagian ini disediakan secara sukarela

### Bagian V: Izin untuk mengungkapkan profil pribadi kepada para calon majikan

Saya, \_\_\_\_\_, setuju bahwa \_\_\_\_\_ [Nama Agensi Penempatan Kerja] \_\_\_\_\_ boleh memberitahukan profil pribadi saya (Lampiran 3 yg terlampir) kepada para calon majikan untuk tujuan mencari pekerjaan sebagai \_\_\_\_\_ [nama jabatan/pekerjaan] \_\_\_\_\_ bagi saya.

\_\_\_\_\_  
Td Tangan PLRT  
(Nama : \_\_\_\_\_)  
Tanggal : \_\_\_\_\_

\_\_\_\_\_  
Td Tangan Wakil Agensi  
Penempatan Kerja  
(Nama : \_\_\_\_\_)  
(Jabatan : \_\_\_\_\_)  
Tgl : \_\_\_\_\_

\_\_\_\_\_  
Cap Perusahaan dari Agensi  
Penempatan Kerja

Catatan 1: Ini adalah contoh dokumen untuk rujukan saja. Para pihak yg merujuk ke contoh ini harus memastikan agar isi nya cocok untuk dipakai mereka sebelum mereka menggunakannya. Mereka juga diingatkan untuk mencari advis professional yg independen bila dirasa perlu.

Catatan 2: Menurut UU Tenaga Kerja (UU TK) dan Peraturan Agensi Penempatan Kerja (PAPK), komisi maksimum yg boleh didapatkan oleh APK dari pencari kerja adalah jumlah yg tidak boleh lebihdari 10% dari gaji bulan pertama yg diterima oleh pencari kerja untuk tiap penempatan kerja dimana dia telah berhasil ditempatkan oleh APK. Ketentuan ini berlaku untuk **semua** pencari kerja.

\* Harap coret yang tidak perlu

# Harap beri tanda “✓” di kotak yang sesuai

# Thai version

[ชื่อบริษัทหางาน]

[ที่อยู่]

[เบอร์โทรศัพท์และโทรสาร / อีเมลล์]

ตัวอย่างข้อตกลงการบริการ

(ระหว่างบริษัทหางานและผู้ช่วยแม่บ้านต่างชาติ)

ข้อตกลงนี้ได้ทำขึ้นเมื่อ \_\_\_\_\_ [วันที่] \_\_\_\_\_ ระหว่าง \_\_\_\_\_ [ชื่อบริษัทหางาน] \_\_\_\_\_ และผู้ช่วยแม่บ้านต่างชาติ (ผู้ช่วยแม่บ้าน) ผู้มีข้อมูลส่วนตัวปรากฏอยู่ในตอนที่ I และ II

## ตอนที่ I : ข้อมูลผู้ช่วยแม่บ้านต่างชาติ

ข้อมูลผู้หางาน	
ชื่อ :	บัตรประชาชนฮ่องกง/หนังสือเดินทาง * เลขที่ :
สัญชาติ :	เบอร์โทรศัพท์ :
ที่อยู่และอีเมลล์ :	

## ตอนที่ II : ประวัติการทำงานในเวลาสองปีที่ผ่านมา (กรอกข้อความโดย ผู้ช่วยแม่บ้านต่างชาติ)^

ชื่อนายจ้าง	ระยะเวลาการทำงาน	วิธีการสิ้นสุดสัญญาจ้าง

## ตอนที่ III : ประเภทของบริการที่ต้องการ#

<input type="checkbox"/> หานายจ้างในฮ่องกง	<input type="checkbox"/> ว่าจ้างโดยตรง
<input type="checkbox"/> อื่นๆ (โปรดระบุ) : _____	<input type="checkbox"/> ต่อสัญญาจ้าง
	ชื่อของนายจ้าง : _____

## ตอนที่ IV : รายละเอียดของค่า นายหน้า#

<input type="checkbox"/> [ชื่อบริษัทหางาน] จะไม่มีการคิดค่าบริการใดๆ จาก ผู้ช่วยแม่บ้าน ดังกล่าวข้างต้น
<input type="checkbox"/> หลังจากที่หางานได้เป็นผลสำเร็จแล้ว [ชื่อบริษัทจัดหางาน] จะคิดค่านายหน้าเป็นเงินเหรียญฮ่องกงจากผู้ช่วยแม่บ้านต่างชาติข้างต้น ค่านายหน้าจะต้องไม่เกินกว่า 10% ของเงินเดือนแรกของผู้หางานที่ได้รับหลังจากที่หางานได้แล้ว
ค่านายหน้าจะทำการจ่ายก็ต่อเมื่อผู้ช่วยแม่บ้านต่างชาติได้รับเงินเดือนแรกแล้วเท่านั้น <small>หมายเหตุ 2</small>

\* โปรดพิจารณาตามความเหมาะสม

# โปรด “✓”ตามความเหมาะสม

^ การให้ข้อมูลในส่วนนี้ เป็นไปโดยความสมัครใจ

ตอนที่ V : คำยินยอมให้เปิดเผยรายละเอียดส่วนบุคคลให้กับนายจ้าง

ข้าพเจ้า \_\_\_\_\_ ยินยอมให้ [บริษัทจัดหางาน] \_\_\_\_\_ เปิดเผยข้อมูลส่วนตัวของข้าพเจ้า (ภาคผนวกที่ 3 แนบท้าย) ให้กับนายจ้างที่สนใจได้ ทั้งนี้เพื่อจุดประสงค์ในการหางาน [ตำแหน่งหน้าที่] แก่ข้าพเจ้าด้วย

ลายเซ็นชื่อของ ผู้ช่วยแม่บ้านต่างชาติ

(ชื่อ : \_\_\_\_\_ )

วันที่ : \_\_\_\_\_

ลายเซ็นชื่อของตัวแทนบริษัทจัดหางาน

(ชื่อ : \_\_\_\_\_ )

(ตำแหน่ง : \_\_\_\_\_ )

วันที่ : \_\_\_\_\_

ตราประทับของบริษัทจัดหางาน

หมายเหตุ1: นี่คือนิยามเอกสารสำหรับการอ้างอิงเท่านั้น บุคคลที่จะเลือกใช้ตัวอย่างนี้ควรจะพิจารณาข้อความดังกล่าวว่าเหมาะสมหรือไม่ หรือควรปรึกษาขอความคิดเห็นจากผู้เชี่ยวชาญก่อน

หมายเหตุ2: ตามระเบียบการของ EO and EAR, จำนวนเงินค่านายหน้าขั้นสูงสุดที่ EA จะได้รับจากผู้หางานนั้นจะต้องไม่เกิน 10% ของเงินเดือนแรกของผู้หางานที่จะได้รับหลังจากที่หางานได้แล้วโดย EA ซึ่งทั้งนี้จะมีผลใช้กับผู้หางานทุกรายไป

\* โปรดขีดฆ่าตามความเหมาะสม

# โปรด “✓”ตามความเหมาะสม



[Name of Employment Agency]

[Address]

[Telephone and Fax Number/Email Address]

Appendix 2b

## 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)<sup>^</sup>

Name of FDH	Employment period	How was the contract ended

### Part III: Type of Foreign Domestic Helper Sought<sup>#</sup>

<input type="checkbox"/> Recruit FDH from overseas	<input type="checkbox"/> Direct Hire
<input type="checkbox"/> FDH already working in HK	<input type="checkbox"/> Others (please specify): _____
<input type="checkbox"/> Contract renewal	

### Part IV: Service Charge Details<sup>#</sup>

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-General
<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 HK Immigration Department is free of charge)	<input type="checkbox"/> Useful forms for employer (e.g. wages and holiday receipt)
<input type="checkbox"/> Medical examination in helper's home country <sup>Note 1</sup> 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 <sup>Note 1</sup> 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) : _____

\* Please delete where appropriate

<sup>#</sup> Please "✓" as appropriate

<sup>^</sup> Information in this section is to be provided on a voluntary basis

### Other items with/without\* extra charge

Item	Amount
<input type="checkbox"/> Employees' compensation insurance (Hong Kong) 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) : _____	

### Part V: Payment Schedule#

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

### 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 employment 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) : \_\_\_\_\_

### Part VIII: Other Terms and Conditions of this Service Agreement

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

\* Please delete where appropriate

# Please "✓" as appropriate

**Part IX: Brief Client on Standard Employment Contract (SEC) (To be ticked and signed by client)**

The employment agency representative has explained to me the content of the SEC and I confirm understanding of the terms therein.

Signature of Client/Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Client  
(FDH Employer)  
  
\_\_\_\_\_  
Name of Client (FDH Employer)  
  
Date : \_\_\_\_\_

\_\_\_\_\_  
Signature of Employment  
Agency Representative  
  
( Name : \_\_\_\_\_ )  
  
( Position : \_\_\_\_\_ )  
  
Date : \_\_\_\_\_

\_\_\_\_\_  
Company Chop of  
Employment Agency

**Part X: Information of FDH (with CV attached) and the Expected Timeline for Processing the Application (Fill in when the suitable FDH is selected)**

Name : \_\_\_\_\_  
Nationality : \_\_\_\_\_  
HKID/Passport \* No. : \_\_\_\_\_

Stages of Application	Expected Date of Completion
Contact FDH/Overseas intermediaries to verify information, arrange for signing of Standard Employment Contract (SEC), medical examination, etc.	
Submit application to Consulate-General in Hong Kong for attestation of the SEC (if necessary)	
Submit application for employment visa to the HK Immigration Department	
Arrange for visa and departure at the domicile of FDH	
FDH reporting duty	

\_\_\_\_\_  
Signature of Client  
(FDH Employer)  
  
\_\_\_\_\_  
Name of Client (FDH Employer)  
  
Date : \_\_\_\_\_

\_\_\_\_\_  
Signature of Employment  
Agency Representative  
  
( Name : \_\_\_\_\_ )  
  
( Position : \_\_\_\_\_ )  
  
Date : \_\_\_\_\_

\_\_\_\_\_  
Company Chop of  
Employment Agency

- Note 1: According to the Code of Practice on Employment under the Disability Discrimination Ordinance published by Equal Opportunities Commission, employers should ensure that the medical information is relevant to the particular duties and responsibilities of the job and should be obtained only if it is necessary to ascertain that the person is able to carry out the inherent requirements of the job.
- 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.
- Note 3: According to EO and EAR, the maximum commission which may be received by an EA from a job-seeker shall be an amount not exceeding a sum equal to 10% of the first-month's wages received by the job-seeker for each and every employment that he/she has been successfully placed by the EA. The provisions are applicable to **all** job-seekers.

\* Please delete where appropriate  
# Please "✓" as appropriate

[Name of Employment Agency]  
[Address]

[Telephone and Fax Number/Email Address]

Appendix 3

## Sample Resume of Foreign Domestic Helper

### Part I: Personal Particulars

<b>Name:</b>	
<b>Date of birth:</b>	(day) (month) (year)
<b>Nationality:</b>	
<b>Education:</b>	
<b>Height:</b>	<b>Weight:</b>

Please affix  
recent photo here

\*\* 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, etc.

### Part II: Capabilities<sup>#</sup> (Please provide documentary proof such as certificate, diploma, etc. (if any))

	Excellent	Good	Fair	Poor	Supplementary Information/ Remarks/Verification Comments of EA
<b>Language:</b>					
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"/>	
<b>Skills:</b>					
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"/>	

### Part III: Qualifications (Please provide documentary proof such as certificate, diploma, record of attendance, etc.)

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

\* Please delete where appropriate

<sup>#</sup> Please "✓" as appropriate

**Part IV: Working Experience in Hong Kong (Please provide documentary proof such as employment contract, work visa, reference letter of previous employer, etc.)**

Working Location	Working Period	Duties	Verification Comments of EA

**Part V: Overseas Working Experience Relevant to the Work of FDH (Please provide documentary proof such as employment contract, work visa, reference letter of previous employer, etc.)**

Working Location	Working Period	Duties	Verification Comments of EA

**Part VI: Job Expectations**

Work Contents		Verification Comments of EA
Duties good at and preferred:		
Duties not preferred (if any):		
Preferred family type and size (no. of family members):		
Others:		
Remunerations and Benefits		
Wages:		
Accommodation:		
Others:		

**Part VII: Other Related Information**

	Verification Comments of EA
[Please provide other related information here, if any]	

**Part VIII: Brief FDH on Standard Employment Contract (SEC) (To be ticked and signed by FDH)**

The employment agency representative has explained to me the content of the SEC and I confirm understanding of the terms therein.

Signature of FDH / Date	
-------------------------	--

\_\_\_\_\_  
Signature of FDH  
( Name : \_\_\_\_\_ )  
Date : \_\_\_\_\_

\* Please delete where appropriate  
# Please "✓" as appropriate

## Part IX: 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 has been verified by this EA.
  - This EA has verified Part I/II/III/IV/V/VI/VII\* of this profile whereas the rest of this profile was provided by the foreign domestic helper/overseas employment agency/training school/government†.
  - Others (Please specify) \_\_\_\_\_
- 
- 

## Part X: Personal Information Collection Statement

---

---

---

---

EAs should provide a Personal Information Collection Statement<sup>Note 1</sup> based on the information they are going to obtain from the FDH pursuant to the requirements under PDPO.

Note 1: When preparing the Personal Information Collection Statement, the following areas should be included (i.e. items (i) to (iv) below). If EAs intend to carry out direct marketing activities by using the personal data of FDHs, EAs should also consider taking additional step to inform the FDHs about item (v).

- (i) Statement of purpose

Suggested sample text :

*The information collected from you will be used for the following purposes : [Insert here the collection purposes by the EA]. Your photograph, [Insert here the information that will be posted on the EA's website] may be posted on our website for the purpose of facilitating prospective employers' selection process.*

- (ii) Statement as to whether it is obligatory or voluntary for the job-seeker to supply his/her personal data

Suggested sample text :

*Please note that it is mandatory for you to provide the personal data in the following sections of this form : [Insert here the relevant sections]. We may not be able to provide you with placement services in the absence of the aforesaid information. Please note that it is optional for you to provide the personal data in [Insert here the relevant sections] of this form.*

- (iii) Statement of possible transferees

Suggested sample text :

*For the purposes of providing the aforesaid service(s) to you, the information collected from you may be transferred to [Insert descriptions of the classes of transferees by their distinctive features].*

- (iv) Statement of rights of access, correction and contact details

Suggested sample text :

*You have the right to request access to and correction of information held by us about you. If you wish to access or correct your personal data, please contact [Insert here the name and/or post, contact details (such as address, phone number, email, etc.)].*

\* Please delete where appropriate

† Please “✓” as appropriate

(v) Direct marketing

EAs must provide notification to and obtain consent from data subjects before the use or provision of their personal data for use in direct marketing activities.

Suggested sample text :

*Your name, phone number and home address collected by us will be used for providing you with the information about our employment agency services [other marketing purposes may be specified here where appropriate]. We cannot use your personal data unless we received your consent or indication of no objection. If you agree to the above, please tick the box below :*

*I have no objection to the proposed use of my personal data as stated above.*

*(If such personal data will be transferred to a third party for direct marketing purposes, additional information (as stated in Part 6A of PDPO) should be provided in the above sample text.)*

\_\_\_\_\_  
*Signature of FDH*

(Name: \_\_\_\_\_ )

Date: \_\_\_\_\_

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.

Note 3: According to EO and EAR, the maximum commission which may be received by an EA from a job-seeker shall be an amount not exceeding a sum equal to 10% of the first-month's wages received by the job-seeker for each and every employment that he/she has been successfully placed by the EA. The provisions are applicable to **all** job-seekers.

\* Please delete where appropriate

# Please "✓" as appropriate

# Tagalog version

[Pangalan ng Ahensiyang Pang-empleyo]

[Address]

[Numero ng Telepono at Fax Number/Email Address]

## Halimbawa ng Form para sa Personal na Impormasyon ng Dayuhang Kasambahay

### Bahagi I: Mga Pampersonal na Detalye

<b>Pangalan:</b>	
<b>Petsa ng Kapanganakan:</b>	(araw) (buwan) (taon)
<b>Nasyonalidad:</b>	
<b>Edukasyon:</b>	
<b>Taas:</b>	<b>Timbang:</b>

Idikit ditto ang pinakabagong litrato

\*\* Paalala sa mga ahensiyang pang-empleyo : Pinaaalalahanan ang mga ahensiyang pang-empleyo na sundin ang Kautusan sa Personal na (Pampribadong) Datos (PDPO) at mga kautusang kontra-diskriminasyon na inilalapat ng Equal Opportunities Commission (EOC) kapag kumukuha, humahawak at naghahayag ng mga impormasyong personal ng dayuhang kasambahay, halimbawa: relihiyon, edad, estadong matrimonyal.

### Bahagi II: Mga kakayahan<sup>#</sup> (Magbigay ng mga dokumentong katibayan gaya ng sertipikasyon, diploma, at iba pa (kung mayroon)).

	Napakagaling	Magaling	Tama lang	Mahina	Mga dagdag na Impormasyon/Pahayag/ Komentong Beripikasyon ng EA
<b>Wika:</b>					
Intsik (Canton)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ingles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Intsik (Mandarin)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Iba pa (Tukuyin lamang):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Mga Kakayahan:</b>					
Pag-aalaga ng Sanggol	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pag-aalaga ng Bata	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pag-aalaga ng Matanda	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pag-aalaga ng Taong May Kapansanan o Imbalido	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pag-aalaga ng Taong Nakaratay sa higaan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pag-aalaga ng Alagang Hayop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pagluluto	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pangkalahatang Gawaing Bahay (hal. Paglilinis, Paglalaba at Pamamalantsa)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Paglilinis ng Sasakyan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Iba pa (Isalaysay):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Iba pa (Isalaysay):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

\* Maaring tanggalin kung hindi kinakailangan

# Lagyan ng “✓” kung kinakailangan



**Bahagi III: Kuwalipikasyon (Magbigay ng mga dokumentong katibayan gaya ng sertipikasyon, diploma, talaan ng pagpasok, iba pa)**

Pangalan at lugar ng nagkaloob na Institusyon	Petsa ng Ipinagkaloob	Petsa ng Pagkapaso (kung mayroon)	Kakayahan	Komentong Beripikasyon ng EA

**Bahagi IV: Karanasan sa Pagtratrabaho sa Hong Kong (Magbigay ng dokumentong katibayan gaya ng kontratang pang-empleyo, bisang pangtrabaho, sulat na reperensiya ng naunang amo, atbp.)**

Lugar na Pinagtrabahuhan	Panahon ng Pagtratrabaho	Mga tungkulin	Komentong Beripikasyon ng EA

**Bahagi V: Karanasan ng Pagtratrabaho sa Ibayong Dagat (ibang Bansa) na may kaugnayan sa trabaho bilang FDH (Magbigay ng dokumentong katibayan gaya ng kontratang pang-empleyo, bisa ng trabaho, sulat na reperensiya ng naunang amo, atbp.)**

Lugar na Pinagtrabahuhan	Panahon ng Pagtratrabaho	Mga tungkulin	Komentong Beripikasyon ng EA

\* Maaring tanggalin kung hindi kinakailangan

# Lagyan ng “✓” kung kinakailangan

### Bahagi VI: Mga Inaasahan sa Trabaho

Nilalaman ng Pagtrabaho		Komentong Beripikasyon ng EA
Mga trabahong kung saan mahusay at mas gugustuhin:		
Trabahong hindi gusto (kung mayroon man):		
Pipiliing uri ng pamilya at laki (bilang ng miyembro ng pamilya):		
Iba pa:		
<b>Mga sahod at benepisyo</b>		
Suweldo:		
Akomodasyon:		
Iba pa:		

### Bahagi VII : Iba pang Kaugnay na Impormasyon

	Mga Komentong Beripikasyon ng EA
[Magbigay ng iba pang kaugnay na impormasyon dito, kung mayroon man]	

### Bahagi VIII: Pagpapaliwanag sa FDH sa Ulirang Kontrata sa Pag-empleyo/ Standard Employment Contract (SEC).(Lalagyan ng tsek at lalagdaan ng FDH)

<input type="checkbox"/> Ang kinatawan ng ahensiyang pang-empleyo ay ipinaliwanag sa akin ang mga nilalaman ng SEC at pinatotohanan ko ang pagkakaunawa sa mga kundisyon dito	
Lagda ng FDH / Petsa	

\_\_\_\_\_  
Lagda ng FDH  
(Pangalan: \_\_\_\_\_)  
Petsa: \_\_\_\_\_

\* Maaring tanggalin kung hindi kinakailangan  
# Lagyan ng “✓” kung kinakailangan

## **Bahagi IX: Beripikasyon ng mga Impormasyon**

(Lagyan ng “✓” bilang pagpapahiwatig na kung hanggang saan ang pagkakaberipika ng Ahensiyang Pang-empleyo sa mga impormasyong naibigay.)

- Lahat ng impormasyon na may kaugnayan sa dayuhang kasambahay na naisulat sa form na ito ay bineripika ng EA na ito.
- Ang EA na ito ay bineripika ang Bahagi I/II/III/IV/V/VI/VII\* ng profile na ito habang ang iba sa profile na ito ay ibinigay ng dayuhang kasambahay/ahensiyang pang-empleyo sa ibayong dagat/eskwelahang tagapagsanay/pamahalaan\*.
- Iba pa (isalaysay) \_\_\_\_\_

## **Bahagi X : Paghahayag ng Pagkuha ng Personal na Impormasyon**

Ang mga EA ay dapat magbigay ng salaysay sa pagkuha ng personal na impormasyon <sup>Pananda 1</sup> base sa impormasyon na kukunin nila mula sa FDH.

Pananda 1: Ang salaysay sa Pagkuha ng Personal na Impormasyon ay dapat na maglalaman ng ( gaya ng bilang mula i hangang iv sa ibaba) Kung ang EAs ay nagnanais na gamitin ang personal na imormasyon ng FDHs sa direktang pagpapakilala, ang EAs ay dapat ding ikonsidera na ipaalam sa FDHs ang tungkol sa item bilang v.

(i) Salaysay ng layunin

Mungkahing teksto :

*Ang mga impormasyon na nakuha mula sa inyo ay gagamitin sa mga sumusunod na mga layunin: [Isingit dito ang layon ng pagkuha ng EA]. Ang inyong larawan, [Isingit dito ang mga impormasyon na ipapaskel o iaanunsiyo ng EA sa website] ay maaaring ilagay sa website ng EA upang makatulong sa mabilisang desisyon ng potensyal na amo/employer.*

(ii) Salaysay kung ang mga aplikante ng trabaho ay obligado o hindi na magbigay ng personal na datos

Mungkahing ng teksto :

*Tandaan lamang na kinakailangang kayo ay magbigay ng personal na datos sa sumusunod na mga seksyon sa form na ito: [Ipasok dito ang mga kaugnay na seksyon]. Maaaring hindi kami makahanap ng trabaho para sa inyo kung wala ang mga nasabing impormasyon. Tandaan lamang na maaari kayong mamili kung ibibigay ninyo ang inyong personal na datos sa [Ipasok dito ang kaugnay na seksyon] form na ito.*

(iii) Salaysay ng posibleng magsisilipat

Mungkahing teksto :

*Para sa layunin ng pagbibigay ng nasabing (mga) serbisyo sa inyo, ang mga impormasyon na kinuha mula sa inyo ay maaaring mailipat sa/kay [Ipasok ang mga paglalarawan ng mga uri ng mga nagsisilipat ayon sa kanilang mga natatanging pagkakakilanlan].*

\* Maaring tanggalin kung hindi kinakailangan

# Lagyan ng “✓” kung kinakailangan

(iv) Salaysay ng karapatang makita, pagwawasto at mga detalyeng pangkontak

Mungkahing teksto :

*Kayo ay may karapatang humiling na makita at pagwawasto ng impormasyon na nasa aming pag-iingat tungkol sa inyo. Kung nais ninyong makita o maiwasto ang inyong personal na datos, mangyari lamang na makipag-ugnayan sa [Ipasok dito ang pangalan at/o ang posisyon, mga detalyeng pangkontak (gaya ng tirahan, numero ng telepono, email, atbp.)].*

(v) Direktahang pagpapakilala (ng aplikante sa trabaho)

Ang mgaEA ay dapat magbigay ng isang pagpapabatid at kumuha ng pahintulot mula sa kinuhanang nagmamay-ari ng mga datos bago ito magamit o sa pagbibigay ng kanilang mga pampersonal na datos para sa paggamit sa mga direktahang aktibidades ng pagpapakilala (sa aplikante sa trabaho.)

Mungkahing halimbawa ng teksto :

*Ang inyong pangalan, numero ng telepono at lugar na tirahan na aming kinuha ay gagamitin para kayo ay mabigyan ng mga impormasyon tungkol sa aming serbisyo [ang iba pang layunin para sa pagpapakilala ng aplikante ng trabaho ay maaaring isaad dito kung nararapat]. Hindi namin maaaring magamit ang inyong personal na datos maliban lamang kung matanggap namin ang iyong pahintulot o pahiwatig ng hindi pagtutol. Kung kayo ay sumasang-ayon sa nasa itaas, pakilagyan ng tsek ang kahon na nasa ibaba:*

*Wala akong tutol sa mungkahing paggamit ng aking personal na datos gaya ng nakasaad sa itaas.*

*(Kung ang mga personal na impormasyon o datos ay maiibigay o maililipat sa ibang tao o partido maliban sa naunang EA, karagdagang impormasyon (tulad ng nasusulat sa Part 6a ng PDPO) ay kailangang idagdag sa mungkahing teksto.)*

\_\_\_\_\_  
*Lagda ng FDH*

*(Pangalan : \_\_\_\_\_ )*

*Petsa : \_\_\_\_\_*

Pananda 2: Ito ay isang halimbawang dokumento lamang. Ang mga partido na tumutunghay sa halimbawang ito ay dapat na siguraduhing ang mga nilalaman nito ay angkop sa kanilang layunin bago gamitin. Sila rin ay pinaaalalahan na sumangguni sa isang propesyunal kung nararapat.

Pananda 3: Ayon sa EO at EAR, ang pinakamataas na komisyon na maaaring matanggap ng isang EA mula sa isang aplikante ng trabaho ay halagang hindi dapat lalampas sa halagang katumbas na 10% ng unang buwang sahod ng kasambahay o manggagawa sa bawat o tuwing matagumpay na pag-eempleyo ng EA. Ang probisyong ito ay angkop sa **lahat** ng aplikante ng trabaho.

\* Maaring tanggalin kung hindi kinakailangan

# Lagyan ng “✓” kung kinakailangan

# Indonesian version

[Nama Agensi Penempatan Kerja]

[Alamat]

[Nomor Telepon dan Fax/Alamat Email]

## Contoh Formulir untuk Profil Penata Laksana Rumah Tangga Asing

### Bagian I: Data-data Pribadi

<b>Nama:</b>			
<b>Tanggal Lahir:</b>	<b>(tgl)</b>	<b>(bulan)</b>	<b>(tahun)</b>
<b>Kewarganegaraan:</b>			
<b>Pendidikan:</b>			
<b>Tinggi:</b>	<b>Berat badan:</b>		

Harap Tempelkan  
foto yg terkini  
di sini

\*\* Catatan untuk agensi penempatan kerja : Agensi penempatan kerja di-ingatkan untuk mematuhi Ordonansi Data Pribadi (Privasi) (ODPP) dan ordonansi anti-diskriminasi yg dikeluarkan oleh Komisi Kesetaraan Kesempatan/Equal Opportunities Commission (EOC) saat mengum-pulkan, menangani dan memasang/menunjukkan informasi pribadi dari penata laksana rumah tangga asing, misalnya agama, usia, status perkawinannya.

### Bagian II: Kemampuan<sup>#</sup> (Harap berikan bukti dokumen misalnya ijazah, sertifikat, dll. (jika ada))

	Baik Sekali	Bagus	Sedang	Jelek	Informasi Tambahan/ Catatan/ Komentar ttg Verifikasi dari APK
<b>Bahasa:</b>					
Kanton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Inggris	<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"/>	
Lainnya (harap sebutkan): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Ketrampilan:</b>					
Merawat Bayi	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Merawat Anak-anak	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Merawat Orang Lanjut Usia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Merawat Orang Cacat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Merawat Orang Yg Harus Di Ranjang Terus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Merawat Hewan Peliharaan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Memasak	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pekerjaan Rumah Tangga Umum (misalnya Bersih-bersih, Cuci & Setrika)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cuci Mobil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lainnya (harap sebutkan): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lainnya (harap sebutkan): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

\* Harap coret yang tidak perlu

# Harap beri tanda "✓" di kotak yang sesuai

**Bagian III: Kualifikasi (Harap berikan bukti dokumen seperti ijazah, sertifikat, catatan kehadiran, dll.)**

Nama dan Alamat Lembaga Yg Mengeluarkan	Tgl Pengeluaran	Tgl Habis Berlakunya (jika ada)	Kualifikasi	Komentar verifikasi dari APK

**Bagian IV: Pengalaman Kerja di Hong Kong (Harap berikan bukti dokumen seperti kontrak kerja, visa kerja, surat referensi dari majikan sebelumnya, dll.)**

Lokasi Kerja	Masa Bekerja	Tugas-tugas nya	Komentar verifikasi dari APK

**Bagian V: Pengalaman kerja di luar negeri yg relevan dgn pekerjaan sbg PLRTA (Harap berikan dokumen bukti seperti kontrak kerja, visa kerja, surat referensi dari mantan majikan, dll.)**

Lokasi Kerja	Masa Bekerja	Tugas-tugas nya	Komentar verifikasi dari APK

**Bagian VI: Pekerjaan Yg Diharapkan**

Rincian Pekerjaan	Komentar verifikasi dari APK
Tugas-tugas yg anda kuasai dan lebih anda sukai:	
Tugas-tugas kurang anda sukai (jika ada):	
Jenis & ukuran keluarga yg disukai (jumlah anggota keluarga):	
Lain nya:	
<b>Gaji dan Tunjangan</b>	
Gaji:	
Akomodasi:	
Lainnya:	

\* Harap coret yang tidak perlu

# Harap beri tanda "✓" di kotak yang sesuai

### **Bagian VII: Informasi Terkait Lainnya**

	Komentar verifikasi dari APK
[Harap berikan informasi terkait lainnya di sini, jika ada]	

### **Bagian VIII: Menjelaskan kpd PLRTA tentang Kontrak Kerja Standar (KKS) (Untuk diberi tanda koreksi dan ditandatangani oleh PLRTA)**

- Wakil dari agensi penempatan kerja telah menjelaskan kepada saya isi dari KKS dan saya konfirmasi telah mengerti persyaratan di dalamnya.

Tanda Tangan PLRTA / Tanggal	
------------------------------	--

\_\_\_\_\_  
Tanda Tangan PLRTA  
(Nama : \_\_\_\_\_)  
Tgl : \_\_\_\_\_

### **Bagian IX: Verifikasi Informasi**

(Harap beri tanda “✓” untuk menunjukkan sejauh mana informasi yg diberikan di dalam formulir ini telah diverifikasi oleh Agensi Penempatan Kerja.)

- Semua informasi yg berkenaan dengan pelaksana rumah tangga asing yg dipaparkan di dalam formulir ini telah diverifikasi oleh APK.
- APK ini telah melakukan verifikasi terhadap Bagian I/II/III/IV/V/VI/VII\* dari profil ini sedangkan sisanya diberikan oleh penata laksana rumah tangga asing/agensi penempatan kerja luar negeri/lembaga training/pemerintah\*.
- Lainnya (Harap sebutkan) \_\_\_\_\_

### **Bagian X: Pernyataan Pengumpulan Informasi Pribadi**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APK harus memberi pernyataan pengumpulan informasi pribadi <sup>Catatan 1</sup> berdasarkan informasi yang akan mereka minta dari PLRTA.

Catatan 1: Ketika mempersiapkan Pernyataan Pengumpulan Informasi Pribadi harus mencakup : (yaitu: poin (1) sampai poin (iv) dibawah), kalua APK bermaksud untuk melaksanakan kegiatan pemasaran langsung dengan menggunakan data dari PLRT, APK harus juga mempertimbangkan langkah tambahan untuk memberitahukan PLRT tentang poin (v)

\* Harap coret yang tidak perlu

# Harap beri tanda “✓” di kotak yang sesuai

(i) Pernyataan Mengenai Tujuan

Contoh teks yang disarankan :

*Informasi yg dikumpulkan dari anda akan digunakan untuk tujuan di bawah ini: [Tulis disini tujuan pengumpulan informasi oleh APK] . Foto anda, [Tulis di sini informasi yang akan dipasang di laman website APK] bisa dipasang di laman website kami untuk tujuan mempermudah proses penyeleksian oleh calon majikan.*

(ii) Pernyataan mengenai apakah memberikan data pribadi merupakan suatu keharusan atau pilihan sukarela bagi pencari kerja.

Teks yang disarankan :

*Harap dicatat bahwa merupakan keharusan bagi anda untuk memberikan data pribadi di bagian-bagian dari formulir di bawah ini : [Tulis disini bagian-bagian yg relevan]. Kami mungkin tidak akan dapat memberikan jasa penempatan kerja jika tidak ada informasi tersebut di atas. Harap dicatat bahwa merupakan pilihan sukarela bagi anda apakah mau memberikan data pribadi di [Tulis disini bagian-bagian yg relevan] dari formulir ini.*

(iii) Pernyataan mengenai kemungkinan transfer informasi

Teks yang disarankan :

*Untuk tujuan memberikan jasa yang disebutkan di atas kepada anda, informasi yg didapatkan dari anda bisa ditransfer ke [Tulis disini golongan yg akan menerima transfer informasi dan fitur jelasnya].*

(iv) Pernyataan tentang hak untuk mengakses, membetulkan dan detil kontak

Teks yang disarankan :

*Anda memiliki hak untuk meminta akses dan membetulkan informasi mengenai anda yg kami simpan. Jika anda ingin mengakses atau membetulkan data pribadi anda, harap kontak [Tulis nama dan/ atau detil alamat pos atau kontak (misalnya seperti alamat, nomor telepon, email, dll.)].*

(v) Pemasaran langsung

APK harus memberi pemberitahuan dahulu dan minta izin dari pemilik data sebelum memakai atau memerikan data pribadi mereka untuk dipergunakan dalam aktivitas pemasaran langsung.

Teks yang disarankan :

*Nama, nomor telepon dan alamat rumah anda yg disimpan oleh kami akan dipakai untuk memberi anda informasi mengenai pelayanan dari agensi penempatan kerja kami [ tujuan pemasaran lain nya bisa disebutkan di sini jika ada / cocok dengan situasi nya]. Kami tidak dapat memakai data pribadi anda kecuali jika kami mendapatkan persetujuan dari anda atau isyarat dari anda bahwa anda tidak keberatan. Jika anda setuju dengan yang di atas, harap anda beri tanda koreksi di kotak di bawah ini :*

*Saya tidak keberatan terhadap pemakaian data pribadi saya seperti yang diusulkan dan disebutkan di atas.*

*(kalua data peribadi ini akan dipindahkan ke pihak ketiga untuk tujuan pemasaran langsung, informasi tambahan (sebagaimana dinyatakan dalam Bagian 6A dari PDPO) harus disediakan di contoh tulisan diatas)*

\_\_\_\_\_  
Td Tangan PLRT  
( Nama : \_\_\_\_\_ )  
Tgl : \_\_\_\_\_

Catatan 2: Ini adalah contoh dokumen untuk rujukan saja. Pihak-pihak yg merujuk ke contoh ini harus memastikan bahwa isi nya cocok untuk dipakai mereka sebelum mereka menggunakannya. Mereka juga diingatkan untuk mencari advis professional yg independen bila dirasa perlu .

Catatan 3: Menurut UU Tenaga Kerja (UU TK) dan Peraturan Agensi Penempatan Kerja (PAPK) , komisi maksimum yg boleh didapatkan oleh APK dari pencari kerja adalah jumlah yg tidak boleh lebihdari 10% dari gaji bulan pertama yg diterima oleh pencari kerja untuk tiap penempatan kerja dimana dia telah berhasil ditempatkan oleh APK. Ketentuan ini berlaku untuk **semua** pencari kerja.

\* Harap coret yang tidak perlu

# Harap beri tanda “✓” di kotak yang sesuai



# Thai version

[ชื่อบริษัทจัดหางาน]

[ที่อยู่]

[เบอร์โทรศัพท์และโทรสาร / อีเมลล์]

ตัวอย่างแบบฟอร์มประวัติส่วนตัวของผู้ช่วยแม่บ้านต่างชาติ

## ตอนที่ I : รายละเอียดส่วนบุคคล

ชื่อ :	
วันเดือนปีเกิด :	(วัน) (เดือน) (ปี)
สัญชาติ :	
การศึกษา :	
ส่วนสูง :	น้ำหนัก :

ติกรูปถ่าย  
ปัจจุบัน  
ที่นี่

\*\* หมายถึง สำหรับบริษัทจัดหางาน : ข้อตกลงเพื่อให้บริษัทจัดหางานปฏิบัติตามบทบัญญัติเกี่ยวกับข้อมูลส่วนบุคคล (ความลับ) (PDPO) และบทบัญญัติต่อต้านการเลือกปฏิบัติซึ่งบริหารโดยคณะกรรมการความเท่าเทียมทางโอกาส (Equal Opportunities Commission (EOC)) ในการเก็บ ใช้ และเสนอข้อมูลส่วนบุคคลของผู้ช่วยแม่บ้านต่างชาติ เช่น ศาสนา อายุ สถานภาพสมรส เป็นต้น

## ตอนที่ II : ความสามารถ \* (โปรดแสดงเอกสารหลักฐาน เช่น ใบรับรอง ประกาศนียบัตร เป็นต้น (ถ้ามี))

	ดีมาก	ดี	พอใช้	ไม่ดี	ข้อมูลเพิ่มเติม/ข้อสังเกต/ความคิดเห็นของของ EA
<b>ภาษา :</b>					
จีนกวางตุ้ง	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
อังกฤษ	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
จีนกลาง	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
อื่นๆ (โปรดระบุ) : _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>ความชำนาญ :</b>					
ดูแลเด็กทารก	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ดูแลเด็ก	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ดูแลคนชรา	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ดูแลผู้พิการ	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ดูแลผู้ป่วยบนเตียง	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ดูแลสัตว์เลี้ยง	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ทำอาหาร	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
งานบ้านทั่วไป (อย่างเช่น ทำความสะอาด ซักผ้า และรีดผ้า)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ทำความสะอาดรถยนต์	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
อื่นๆ (โปรดระบุ) : _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
อื่นๆ (โปรดระบุ) : _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

\* โปรดขีดฆ่าตามความเหมาะสม

# โปรด "✓"ตามความเหมาะสม

**ตอนที่ III : วุฒิการศึกษา (โปรดแสดงเอกสารหลักฐาน เช่น ใบรับรอง ประกาศนียบัตร บันทึกการเข้าเรียน เป็นต้น)**

ชื่อและที่อยู่ของสถาบันการศึกษา	วันที่ออกวุฒิการศึกษา	วันที่หมดอายุ (หากระบุ)	วุฒิการศึกษาที่ได้รับ	ความคิดเห็นของ EA

**ตอนที่ IV : ประสบการณ์การทำงานในฮ่องกง (โปรดแสดงเอกสารหลักฐาน เช่น สัญญาจ้าง วิชาทำงาน จดหมายรับรองจากนายจ้างเก่า เป็นต้น)**

สถานที่ที่ทำงาน	ระยะเวลาที่ทำงาน	หน้าที่	ความคิดเห็นของ EA

**ตอนที่ V : ประสบการณ์การทำงานในต่างประเทศที่เกี่ยวข้องกับงานของผู้ช่วยแม่บ้านต่างชาติ (โปรดแสดงเอกสารหลักฐาน เช่น สัญญาจ้าง วิชาทำงาน จดหมายรับรองจากนายจ้างเก่า เป็นต้น)**

สถานที่ที่ทำงาน	ระยะเวลาที่ทำงาน	หน้าที่	ความคิดเห็นของ EA

\* โปรดขีดฆ่าตามความเหมาะสม

# โปรด “✓”ตามความเหมาะสม

**ตอนที่ VI : งานที่ประสงค์จะทำ**

รายละเอียดของงาน		ความคิดเห็นรับรองของ EA
หน้าที่ที่ได้ดีและชอบทำ :		
หน้าที่ที่ไม่ชอบทำ (ถ้ามี) :		
ประเภทและขนาด (จำนวนสมาชิก) ของครอบครัวที่ต้องการ :		
อื่นๆ :		
ค่าตอบแทนและสวัสดิการต่างๆ		
เงินเดือน :		
ที่พัก :		
อื่นๆ :		

**ตอนที่ VII : ข้อมูลอื่นๆ ที่เกี่ยวข้อง**

	ความคิดเห็นของ EA
[โปรดระบุข้อมูลที่เกี่ยวข้องอื่นๆ ที่นี่ ถ้ามี]	

**ตอนที่ VIII : สรุปย่อๆ เกี่ยวกับสัญญาจ้างมาตรฐาน (SEC) (ให้ขีด “✓” และเซ็นชื่อโดย ผู้ช่วยแม่บ้านต่างชาติ)**

ตัวแทนของบริษัทจัดหางานได้อธิบายข้อความในสัญญาจ้างมาตรฐาน (SEC) แก่ข้าพเจ้าแล้ว และข้าพเจ้าขอยืนยันว่าเข้าใจเงื่อนไขการจ้างนั้น

ลายเซ็นชื่อของผู้ช่วยแม่บ้านต่างชาติ / วันที่	
---	--

ลายเซ็นชื่อของผู้ช่วยแม่บ้านต่างชาติ  
(ชื่อ : \_\_\_\_\_)  
วันที่ : \_\_\_\_\_

\* โปรดขีดฆ่าตามความเหมาะสม  
# โปรด “✓”ตามความเหมาะสม

## ตอนที่ IX : การยืนยันข้อมูล

(โปรด “✓” เพื่อแสดงว่าข้อมูลต่างๆที่กรอกในแบบฟอร์มนี้ได้รับการยืนยันโดยบริษัทจัดหางานแล้ว)

- ข้อมูลทั้งหมดของผู้ช่วยแม่บ้านต่างชาติที่กรอกในแบบฟอร์มนี้ได้รับการยืนยันโดย EA นี้แล้ว
- EA นี้ได้ยืนยันตอนที่ I/II/III/IV/V/VI/VII \* ของประวัตินี้แล้ว ตามรายละเอียดที่ผู้ช่วยแม่บ้านต่างชาติ /บริษัทจัดหางานต่างประเทศ / โรงเรียนฝึกหัด /รัฐบาล \*
- อื่นๆ (โปรดระบุ) \_\_\_\_\_

## ตอนที่ X : ข้อตกลงเกี่ยวกับการเก็บข้อมูลส่วนตัว

EA ควรให้ข้อตกลงเกี่ยวกับการเก็บข้อมูลส่วนบุคคล <sup>หมายเหตุ 1</sup> ขึ้นอยู่กับข้อมูลที่จะเรียกเก็บจากผู้ช่วยแม่บ้านต่างชาติ

หมายเหตุ 1: เมื่อมีการเตรียมการเก็บข้อตกลงเกี่ยวกับข้อมูลส่วนบุคคลจะต้องประกอบด้วย (เช่น ข้อ (i)ถึงข้อ (iv)ตามข้างท้าย หาก EAs ปรารถนาที่จะดำเนินกิจกรรมทางธุรกิจโดยตรง โดยใช้ข้อมูลส่วนบุคคลของผู้ช่วยแม่บ้านต่างชาติ EAs ควรแจ้งให้ผู้ช่วยแม่บ้านต่างชาติทราบตามข้อ (v)

(i) จุดประสงค์ของข้อ โฉนด

ตัวอย่างข้อความที่แนะนำ :

ข้อมูลที่เก็บจากคุณจะถูกใช้ในจุดประสงค์ดังต่อไปนี้ : [กรอกจุดประสงค์ของการเก็บโดย EA ที่นี้]

รูปถ่ายของคุณ [กรอกข้อมูลที่นี่เพื่อที่จะลงในเว็บไซต์ของ EA ] ซึ่งอาจจะใช้ในในเว็บไซต์ของเรา

ทั้งนี้ก็เพื่ออำนวยความสะดวกในกระบวนการหานายจ้าง

(ii) ข้อตกลงที่ว่าข้อมูลส่วนบุคคลเสนอ โดยผู้หางานนั้นเป็นการเสนอตามหน้าที่หรือด้วยความ สม്മครใจ

ตัวอย่างข้อความที่แนะนำ :

โปรดทราบว่าเป็นความจำเป็นที่คุณต้องให้ข้อมูลส่วนบุคคลในส่วนต่างๆในแบบฟอร์มนี้ :

[กรอกส่วนต่างๆที่เกี่ยวข้องที่นี่] เราอาจไม่สามารถหางานให้คุณได้ หากไม่มีข้อมูลดังกล่าว

โปรดทราบว่าเป็นข้อมูลเพิ่มเติมที่คุณสามารถเสนอให้ [กรอกส่วนต่างๆที่เกี่ยวข้องถึงที่นี่] ในแบบฟอร์มนี้

(iii) ข้อตกลงที่อาจมีการโอนถึงบุคคลอื่น

ตัวอย่างข้อความที่แนะนำ :

จุดประสงค์เพื่อให้บริการต่างๆ ข้างต้นแก่คุณ ข้อมูลที่ได้เก็บจากคุณอาจมีการ โอน ไปให้กับ

[กรอกรายละเอียดลำดับชั้นของผู้รับ โอนตามลักษณะพิเศษ]

\* โปรดขีดฆ่าตามความเหมาะสม

# โปรด “✓”ตามความเหมาะสม

(iv) ข้อแถลงของสิทธิในการเข้าถึง การแก้ไข และวิธีการติดต่อรายละเอียดเกี่ยวกับวิธีการติดต่อ ตัวอย่างข้อความที่แนะนำ :

คุณมีสิทธิที่จะร้องขอในการเข้าถึงและแก้ไขข้อมูลของคุณที่มีอยู่กับเราได้  
หากคุณต้องการที่จะเข้าถึงหรือแก้ไขข้อมูลส่วนบุคคล โปรดติดต่อ [กรอกชื่อและ/หรือตำแหน่ง รายละเอียดวิธีการติดต่อ ที่นี่ (เช่น ที่อยู่ เบอร์โทรศัพท์ อีเมลล์ เป็นต้น)]

(v) การติดต่อเพื่อธุรกิจการค้าโดยตรง : EA

ต้องแจ้งและรับคำยินยอมจากเจ้าของข้อมูลก่อนที่จะใช้หรือจัดหาข้อมูลส่วนบุคคลสำหรับการใช้ในการติดต่อเพื่อ  
ธุรกิจการค้าต่างๆ

ตัวอย่างข้อความที่แนะนำ :

ชื่อ เบอร์โทรศัพท์ และที่อยู่ของคุณที่ได้เก็บรักษาไว้กับเรานี้  
จะใช้ในการเสนอข้อมูลแก่คุณเกี่ยวกับการบริการของบริษัทจัดหางานของเรา  
[ระบุจุดประสงค์ในธุรกิจการค้าอื่นๆตามความเหมาะสมถ้ามี]  
เราไม่สามารถที่จะใช้ข้อมูลส่วนบุคคลของคุณได้โดยปราศจากคำยินยอมหรือคำชี้แจงไม่คัดค้านจากคุณ  
หากคุณยินยอมต่อข้อความข้างต้น โปรดกากระบาดในช่องข้างล่างนี้ :

ข้าพเจ้าไม่คัดค้านการใช้ข้อมูลส่วนบุคคลของข้าพเจ้า ตามที่ระบุไว้ข้างต้น

(หากจะมีการ โอนข้อมูลส่วนบุคคลดังกล่าวให้บุคคลที่สาม เพื่อวัตถุประสงค์ด้านธุรกิจโดยตรง  
ควรให้ข้อมูลเพิ่มเติม (ตามที่ระบุใน ส่วนที่ 6 ของ PDPO) ในตัวอย่างข้างต้น)

ลายเซ็นชื่อของ ผู้ช่วยแม่บ้านต่างชาติ

(ชื่อ : \_\_\_\_\_ )

วันที่ : \_\_\_\_\_

หมายเหตุ 2 : นี่คือตัวอย่างเอกสารสำหรับใช้ในการอ้างอิงเท่านั้น บุคคลที่จะเลือกใช้ตัวอย่างนี้ควรพิจารณาข้อความดังกล่าว  
ว่าเหมาะสมหรือไม่ หรือควรปรึกษาขอความคิดเห็นจากผู้เชี่ยวชาญก่อน

หมายเหตุ 3 : ตามระเบียบการของ EO และ EAR, จำนวนเงินค่านายหน้าขั้นสูงสุดที่ EA จะได้รับจากผู้หางานจะต้องไม่เกิน  
10% ของเงินเดือนๆแรกของผู้หางานในแต่ละและทุกๆการจ้างงานที่จะได้รับหลังจากหางาน ได้แล้ว โดย EA  
ทั้งนี้ข้อกำหนดนี้ใช้กับผู้หางานทุกคน

\* โปรดขีดฆ่าตามความเหมาะสม

# โปรด “✓”ตามความเหมาะสม

[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： \_\_\_\_\_

<p>Commission fee (<i>must not be more than 10% of the job-seeker's first-month's wages received for each and every successful job placement</i>)</p> <p>佣金費用 (就每一宗成功介紹而言，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)</p>	<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
- 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，例如護照、香港身分證、提款卡等 (如適用)

 Signature of FDH  
外傭簽署

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

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

(Name 姓名： \_\_\_\_\_ ) (Name 姓名： \_\_\_\_\_ )

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

# Tagalog / English version

[Pangalan ng Ahensiyang Pang-employo]  
[Name of Employment Agency]  
[Lokasyon Address]  
[Numero ng Telepono at Fax/Email Address]  
Telephone and Fax Number/Email Address]

## Halimbawa ng Resibo mula sa EA – para sa FDH Sample Receipt from EA – to FDH

Petsa Date : \_\_\_\_\_

Pangalan ng Dayuhang Kasambahay Name of Foreign Domestic Helper : \_\_\_\_\_

Pangalan ng Amo Name of Employer : \_\_\_\_\_

Bayad sa Kumisyon ( <i>hindi dapat humigit sa 10% ng unang buwang sahod ng aplikante sa trabaho para sa bawat isang matagumpay na paglalagay sa pwesto ng trabaho</i> ) Commission fee ( <i>must not be more than 10% of the job-seeker's first-month's wages received for each and every successful job placement</i> )	<input type="checkbox"/> Pera Cash <input type="checkbox"/> Idinaan sa Bangko Bank Transfer	\$ _____
---	---	----------

- Ang isang kopya ng Kasunduan ng Serbisyo sa ahensiyang pang-employo at nilagdaan ng parehong partido ay naibigay sa FDH  
A copy of the Service Agreement with employment agency and signed by both parties has been provided to the FDH
- Ang isang kopya ng Huwarang Kontratang Pang-employo na nilagdaan ng pinaglilingkuran/amo at FDH ay ibinigay sa FDH  
A copy of the Standard Employment Contract signed by both the employer and FDH has been provided to the FDH
- Hindi magtatabi ang EA ng mga personal na pag-aari ng FDH gaya ng pasaporte, Kard na Pagpapakilala ng Hong Kong (Hong Kong Identity Card), Kard ng Awtomatikong Takilyang Makina (ATM Card), atbp. (kung angkop)  
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)

\_\_\_\_\_  
Lagda ng FDH  
Signature of FDH  
(Pangalan Name : \_\_\_\_\_)  
Petsa Date : \_\_\_\_\_

\_\_\_\_\_  
Lagda ng Kinatawan ng Ahensiyang  
Pang-employo  
Signature of Employment Agency  
Representative  
(Pangalan Name : \_\_\_\_\_)  
(Posisyon Position : \_\_\_\_\_)  
Petsa Date : \_\_\_\_\_

\_\_\_\_\_  
Tatak na Selyo ng Tanggapan ng  
Ahensiyang Pang-Employo  
Company Chop of  
Employment Agency

Pananda: Ito ay isang halimbawang dokumento lamang. Ang mga partido na tumutunghay sa halimbawang ito ay dapat na siguraduhing ang mga nilalaman nito ay angkop sa kanilang layunin bago gamitin. Sila rin ay pinaaalalahanan na sumangguni sa isang propesyunal kung ito ay nararapat.  
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.

Lagyan ng markang “✓” ang  kung nararapat  
For items with “”, please “✓” as appropriate

# Indonesian / English version

[Nama Agensi Penempatan Kerja]  
 [Name of Employment Agency]  
 [Alamat Address]  
 [Nomor Telepon dan Fax/Alamat Email  
 Telephone and Fax Number/Email Address]

## Contoh Tanda Terima dari APK – kepada PLRT Sample Receipt from EA – to FDH

Tanggal Date : \_\_\_\_\_

Nama Penata Laksana Rumah Tangga Asing

Name of Foreign Domestic Helper : \_\_\_\_\_

Nama Majikan Name of Employer : \_\_\_\_\_

<p>Biaya komisi (<i>tak boleh lebih dari 10% dari gaji bulan pertama dari si pencari kerja untuk tiap dan setiap berhasil ditempatkan kerja</i>)          Commission fee (<i>must not be more than 10% of the job-seeker's first-month's wages received for each and every successful job placement</i>)</p>	<p><input type="checkbox"/> Uang tunai Cash  <input type="checkbox"/> Transfer Bank Bank Transfer</p>	<p>\$ _____</p>
--	---	-----------------

- Satu salinan dari Surat Persetujuan tentang Pelayanan dengan agensi penempatan kerja dan ditandatangani oleh kedua belah pihak telah diberikan kepada PLRTA  
 A copy of the Service Agreement with employment agency and signed by both parties has been provided to the FDH
- Satu Salinan dari Kontrak Kerja Standar yg telah ditandatangani oleh majikan dan PLRTA telah diberikan kepada PLRTA  
 A copy of the Standard Employment Contract signed by both the employer and FDH has been provided to the FDH
- APK tidak perlu menyimpan barang pribadi PLRT seperti paspor, KTP Hong Kong, Kartu Anjungan Tunai Mandiri (kartu ATM) , dll. (jika berlaku)  
 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)

\_\_\_\_\_  
 Tanda Tangan PLRTA  
 Signature of FDH

(Nama Name : \_\_\_\_\_)

Tgl Date : \_\_\_\_\_

\_\_\_\_\_  
 Tanda Tangan Wakil Dari Agensi  
 Penempatan Kerja  
 Signature of Employment Agency  
 Representative

(Nama Name : \_\_\_\_\_)

(Jabatan Position : \_\_\_\_\_)

(Jabatan Position : \_\_\_\_\_)

Tgl Date : \_\_\_\_\_

\_\_\_\_\_  
 Cap Kantor dari Agensi  
 Penempatan Kerja  
 Company Chop of  
 Employment Agency

Catatan : Ini adalah contoh dokumen untuk rujukan saja. Pihak-pihak yg merujuk ke contoh ini harus memastikan bahwa isi nya cocok untuk dipakai mereka sebelum mereka menggunakannya. Mereka juga diingatkan untuk mencari advis professional yg independen bila dirasa perlu .  
 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.

Untuk bagian yg ada “□”, harap tandai dengan “✓” di jawaban yg cocok  
 For items with “□”, please “✓” as appropriate



# Thai / English version

[ชื่อบริษัทจัดหางาน]  
[Name of Employment Agency]  
[ที่อยู่ Address]  
[เบอร์โทรศัพท์และโทรสาร / อีเมลล์]  
Telephone and Fax Number/Email Address]

## ตัวอย่างใบเสร็จรับเงินจาก EA – ถึง ผู้ช่วยแม่บ้านต่างชาติ Sample Receipt from EA – to FDH

วันที่ Date : \_\_\_\_\_  
ชื่อของ ผู้ช่วยแม่บ้านต่างชาติ Name of Foreign Domestic Helper : \_\_\_\_\_  
ชื่อของ นายจ้าง Name of Employer : \_\_\_\_\_

ค่า นายหน้า (ต้องไม่เกิน 10% ของเงินเดือนแรกของผู้หางานที่ได้รับหลังจากที่ทำงานได้แล้ว)  Commission fee (must not be more than 10% of the job-seeker's first-month's wage received for each and every successful job placement)	<input type="checkbox"/> เงินสด Cash <input type="checkbox"/> โอนเข้าบัญชีธนาคาร Bank Transfer	\$ _____
---	--	----------

- สำเนาข้อตกลงการบริการกับบริษัทจัดหางานซึ่งได้เซ็นชื่อแล้วทั้งสองฝ่าย ได้มอบให้กับผู้ช่วยแม่บ้านต่างชาติแล้ว  
A copy of the Service Agreement with employment agency and signed by both parties has been provided to the FDH
- สำเนาสัญญาจ้างมาตรฐานซึ่งได้เซ็นชื่อแล้วทั้งนายจ้างและผู้ช่วยแม่บ้านต่างชาติ ได้มอบให้กับผู้ช่วยแม่บ้านต่างชาติแล้ว  
A copy of the Standard Employment Contract signed by both the employer and FDH has been provided to the FDH
- EA ไม่ได้เก็บทรัพย์สินส่วนบุคคลของผู้ช่วยแม่บ้าน อย่างเช่น หนังสือเดินทาง บัตรประชาชนฮ่องกง บัตรกดเงินธนาคาร (ATM card) เป็นต้น (ถ้ามี)  
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)

ลายเซ็นชื่อของผู้ช่วยแม่บ้านต่างชาติ  
Signature of FDH  
(ชื่อ Name : \_\_\_\_\_)  
วันที่ Date : \_\_\_\_\_

ลายเซ็นชื่อของตัวแทนบริษัทจัดหางาน  
Signature of Employment Agency  
Representative  
(ชื่อ Name : \_\_\_\_\_)  
(ตำแหน่ง Position : \_\_\_\_\_)  
วันที่ Date : \_\_\_\_\_

ตราประทับของ บริษัทจัดหางาน  
Company Chop of  
Employment Agency

หมายเหตุ : นี่คือนิตยสารตัวอย่างเอกสารสำหรับการอ้างอิงเท่านั้น บุคคลที่จะเลือกใช้ตัวอย่างนี้ควรพิจารณาข้อความดังกล่าวว่าเหมาะสมหรือไม่ หรือควรปรึกษาคณะที่ปรึกษาความคิดเห็นจากผู้เชี่ยวชาญก่อน  
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.

สำหรับข้อความที่มี “□” โปรด “✓” ตามเหมาะสม  
For items with “□”, 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 ]

Appendix 4b

## 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 : \_\_\_\_\_

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」內列明的收費及所包括的服務)		\$ _____
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		\$ _____

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 1: 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相關用途。如有需要，應尋求專業人士的獨立意見。

Note 2: According to EO and EAR, the maximum commission which may be received by an EA from a job-seeker shall be an amount not exceeding a sum equal to 10% of the first-month's wages received by the job-seeker for each and every employment that he/she has been successfully placed by the EA. The provisions are applicable to **all** job-seekers.

根據《僱傭條例》及《職業介紹所規例》，職業介紹所向求職者收取的佣金最高限額，就每一宗成功介紹而言，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。此規定適用於**所有**求職者。

\* 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.  
(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.
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.

\* Delete where inappropriate.

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

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.

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:

(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 7 of the Schedule of Accommodation and Domestic Duties; and

(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.

- 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.

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. When requiring the Helper to clean the outside of any window which is not located on the ground level or adjacent to a balcony (on which it must be reasonably safe for the Helper to work) or common corridor ("exterior window cleaning"), the exterior window cleaning must be performed under the following conditions:—

- (i) the window being cleaned is fitted with a grille which is locked or secured in a manner that prevents the grille from being opened; and
- (ii) no part of the Helper's body extends beyond the window ledge except the arms.

7. The Employer shall inform the Helper and the Director of Immigration of any substantial changes in items 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

tick as appropriate

**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)<sup>†</sup> 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)<sup>†</sup> 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)<sup>†</sup> 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傢具的居所及膳食。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。
7. (a) 僱主須負責傭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) 如傭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。傭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. 僱主應負責傭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： \_\_\_\_\_

如傭工已繳付以上費用，僱主在傭工出示該類付款的收據或證明文件時，須發還有關費用給傭工。

\* 刪除不適用者

† 選擇 2A、2B 或 2C 其中適用的一項

11/2016

9. (a) 當傭工在第 2 條款指明的受僱期內（但不包括傭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。傭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) 如有醫生證明傭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 條款將傭工遣返原居地。

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，僱主及傭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，傭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. 如傭工死亡，僱主須負責支付將傭工遺體及個人物品運返其原居地的運費。

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 7 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)

\* 刪除不適用者



## 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. 僱主的住所及所需照料的人數：

(A) 住所的面積約為\_\_\_\_\_平方呎/平方公尺\*

(B) 在下面說明需要經常照料的家人數：

\_\_\_\_\_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

\_\_\_\_\_家庭成員需要經常照料或留意（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）

(a) 水電供應  有  沒有

(b) 廁所及沐浴設備  有  沒有

(c) 床鋪  有  沒有

(d) 氈或被  有  沒有

(e) 枕頭  有  沒有

(f) 衣櫃  有  沒有

(g) 雪櫃  有  沒有

(h) 桌子  有  沒有

(i) 其他設備（請說明）\_\_\_\_\_

\* 刪除不適用者

請於適當的空格填上「✓」號

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：

1. 家庭雜務
2. 煮食
3. 照料家中年老人士（需要/不需要\*經常照料或留意）
4. 褯姆
5. 照顧小孩
6. 其他（請說明）\_\_\_\_\_

6. 當僱主要求傭工清潔窗戶向外的一面（“外窗”），而該窗戶並非位處地面、毗鄰露台（可合理地供傭工安全工作）或公用走廊等地方，則必須符合以下安全措施方可進行清潔外窗：

- (i) 被清潔的窗戶須已安裝窗花，而該窗花須鎖上或被固定，以防止窗花被開啟；  
及
- (ii) 傭工除了手臂外，身體其他部分不得伸出窗外。

7. 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)<sup>†</sup> 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)<sup>†</sup> Ang Kasambahay ay kinuha ng Amo upang magtrabaho bilang kasambahay sa loob ng dalawang taon magmula sa \_\_\_\_\_, na ang petsa ay kasunod na araw ng pagtatapos ng D.H. Contract No. \_\_\_\_\_ para magtrabaho sa nasabing amo.  
(C)<sup>†</sup> 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 Accommodation 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 trabaho sa Hong Kong ayon sa kontratang ito. Ang Kasambahay at/o sinumang tutulong sa pagbabayad ng sahod 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 Among 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 akmang tirahan ayon sa nakapaloob na "Schedule of Accommodation at 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;
  - (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: \_\_\_\_\_

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.

\* Tanggalin kung kinakailangan.

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

9. (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 pagtatrabaho 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.

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 pagbibiyaheng 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 nakalalaking "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:

(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 7 ng "Schedule of Accommodation and Domestic Duties"; at

(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	_____	_____
		(Pangalan ng Saksi)	(Lagda ng Amo)
Sa harap ni	_____	_____	_____
	(Pangalan ng Saksi)		(Lagda ng Saksi)
	Nilagdaan ng Helper	_____	_____
		(Pangalan ng Saksi)	(Lagda ng Helper)
Sa harap ni	_____	_____	_____
	(Pangalan ng Saksi)		(Lagda ng Saksi)

\* Tanggalin kung kinakailangan.

## 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 nagtatrahaho 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.
    - 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	<input type="checkbox"/> Oo	<input type="checkbox"/> Hindi
(b) Banyo at mga gamit dito	<input type="checkbox"/> Oo	<input type="checkbox"/> Hindi
(c) Kama	<input type="checkbox"/> Oo	<input type="checkbox"/> Hindi
(d) Kumot o kubrekama	<input type="checkbox"/> Oo	<input type="checkbox"/> Hindi
(e) Unan	<input type="checkbox"/> Oo	<input type="checkbox"/> Hindi
(f) Damit	<input type="checkbox"/> Oo	<input type="checkbox"/> Hindi
(g) Refrigerator	<input type="checkbox"/> Oo	<input type="checkbox"/> Hindi
(h) Mesa	<input type="checkbox"/> Oo	<input type="checkbox"/> Hindi
(i) Iba pang pasilidad (Pakibanggit)	_____	

\* Tangalin kung kinakailangan.  
 Lagyan ng check kung alin ang tama..

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.
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. Kapag kinakailangang linisin ng kasambahay ang labas ng anumang bintana na kung saan ay hindi matatagpuan sa pinakaibaba ng gusali o tapat sa balkonahe (kung saan ligtas na puedeng magtrabaho ang Kasambahay) o karaniwang korridor ("exterior window cleaning"), ang paglilinis ng labas ng bintana ay dapat na gawin lamang sa ilalim ng mga sumusunod na mga kundisyon:
    - (i) Ang bintana ay kinabitan ng rehas na di natatanggal o naka kandado upang hindi mabuksan; at
    - (ii) walang bahagi ng katawan ng kasambahay ang nakalabas sa bintana maliban sa braso nito.
  7. Dapat ipagbigay-alam ng Amo sa Helper at sa Director of Immigration ang anumang kaukulang pagbabago sa items 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.

Lagyan ng check kung alin ang tama..

# 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.  
(c) Majikan dan Pembantu dengan ini memahami, bahwa Klausula 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 tandatangan\*.
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.
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.

\* Coret yang tidak perlu

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

11/2016

9. (a) Jika Pembantu sakit atau mengalami cedera selama masa kerja sebagaimana ditentukan dalam Klausa 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 Klausa 7.
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 Klausa 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) atas:
  - (a) perubahan masa kerja yang dinyatakan dalam Klausa 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 Klausa 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 7 dari Daftar Akomodasi dan Tugas-tugas Rumah Tangga dimaksud;
  - (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.

- 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               | <input type="checkbox"/> Ya | <input type="checkbox"/> Tidak |
| (b) Fasilitas jamban dan kamar mandi      | <input type="checkbox"/> Ya | <input type="checkbox"/> Tidak |
| (c) Tempat tidur                          | <input type="checkbox"/> Ya | <input type="checkbox"/> Tidak |
| (d) Selimut                               | <input type="checkbox"/> Ya | <input type="checkbox"/> Tidak |
| (e) Bantal                                | <input type="checkbox"/> Ya | <input type="checkbox"/> Tidak |
| (f) Lemari pakaian                        | <input type="checkbox"/> Ya | <input type="checkbox"/> Tidak |
| (g) Kulkas                                | <input type="checkbox"/> Ya | <input type="checkbox"/> Tidak |
| (h) Meja                                  | <input type="checkbox"/> Ya | <input type="checkbox"/> Tidak |
| (i) Fasilitas lain (harap jelaskan) _____ |                             |                                |

\* Coret yang tidak perlu

- harap beri tanda "✓" di jawaban yg sesuai

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 kenderaan bermotor dalam bentuk apa pun untuk maksud apa pun, baik kenderaan itu milik Majikan atau bukan.

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. Ketika meminta Penata Laksana Rumah Tangga untuk membersihkan bagian luar dari setiap jendela yang tidak terletak di lantai dasar atau berdekatan dengan balkon (dimana harus cukup aman bagi Penata Laksana Rumah Tangga untuk bekerja) atau koridor umum ("pembersihan jendela bagian luar"), pembersihan jendela bagian luar harus dilakukan sesuai dengan ketentuan sebagai berikut:

- (i) Jendela yang sedang dibersihkan dilengkapi dengan teralis besi yang terkunci atau dalam keadaan aman untuk mencegah teralis besi terbuka;
- (ii) Tidak ada bagian tubuh dari Penata Laksana Rumah Tangga yang keluar melampaui pinggiran jendela, kecuali tangan/lehang.

7. 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 และในขณะเดียวกันนายจ้างจะต้องไม่ให้ผู้ช่วยแม่บ้านทำงานกับนายจ้างรายอื่นและงานอื่นที่ นอกเหนือจากงานบ้านเช่นกัน  
(ซี) นายจ้างและผู้ช่วยแม่บ้านจะต้องตระหนักดีว่าข้อความในข้อที่ 4 (เอ) และ (บี) เป็นเงื่อนไขหนึ่งในสัญญาจ้างที่กรมตรวจคนเข้าเมืองอนุญาตให้ผู้ช่วยแม่บ้านทำงานในฮ่องกง หากฝ่าฝืนข้อกำหนดดังกล่าวจะเป็นผลให้ผู้ช่วยแม่บ้าน และ/หรือผู้ที่มีส่วนเกี่ยวข้อง อาจถูกดำเนินคดีได้
5. (เอ) นายจ้างจะต้องจ่ายค่าจ้างให้ผู้ช่วยแม่บ้านอัตราเดือนละ \_\_\_\_\_ เหรียญฮ่องกง ซึ่งค่าจ้างจะต้องไม่ต่ำกว่าอัตราค่าจ้างขั้นต่ำที่รัฐบาลฮ่องกงกำหนด และมีผลบังคับใช้ในวันที่ระบุ ในสัญญาจ้างฉบับนี้ นายจ้างที่ไม่จ่ายค่าจ้างให้ลูกจ้างตามสัญญาจ้างฉบับนี้ จะถือว่ามีความผิด  
(บี) นายจ้างจะต้องจัดที่พักอาศัยพร้อมวัสดุอุปกรณ์ที่เหมาะสมให้กับผู้ช่วยแม่บ้าน ดังที่ได้ระบุใน “ตารางการทำงาน” และจะต้องจัดหาอาหารฟรี หากนายจ้างไม่ได้จัดหาอาหารให้ต้องจ่ายเงินค่าอาหารให้แก่ผู้ช่วยแม่บ้านอัตราเดือนละ \_\_\_\_\_ เหรียญฮ่องกง  
(ซี) นายจ้างจะต้องจัดเตรียมใบเสร็จรับรองการจ่ายเงินค่าจ้างและค่าอาหาร และผู้ช่วยแม่บ้านจะต้องลงลายมือชื่อในใบเสร็จเพื่อเป็นการยืนยัน
6. ผู้ช่วยแม่บ้านมีสิทธิที่จะได้หยุดในวันหยุดประจำสัปดาห์ 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 ซึ่งรวมถึงการให้ค่าปรึกษาทางการแพทย์ การพักรักษาตัวในโรงพยาบาล และการรักษาฟื้นฟูสุขภาพ ซึ่งสถานพยาบาลเหล่านั้นจะต้องผ่านการขึ้นทะเบียนอย่างถูกต้อง ยกเว้นกรณีที่ผู้ช่วยแม่บ้านมีความประสงค์จะเดินทางออกจากฮ่องกงเพื่อกิจธุระส่วนตัว นายจ้างไม่ต้องจ่ายค่ารักษาพยาบาลในช่วงนั้นให้
- (บี) หากผู้ช่วยแม่บ้านได้รับบาดเจ็บหรือป่วยเป็นโรคที่เกิดจากการทำงาน นายจ้างจะต้องจ่ายเงินชดเชยให้ผู้ช่วยแม่บ้านตามบทบัญญัติการจ่ายเงินชดเชยแก่ลูกจ้าง บทที่ 282
- (ซี) กรณีที่แพทย์ผู้ทำการรักษายืนยันว่าลูกจ้างไม่สามารถทำงานได้อีกต่อไป นายจ้างจะต้องปฏิบัติตามบทบัญญัติเกี่ยวกับการยกเลิกสัญญาจ้าง และจะต้องส่งผู้ช่วยแม่บ้านกลับไปยังภูมิลำเนาเดิมตามที่ระบุในข้อ 7 ทันที
10. ทั้งสองฝ่ายสามารถยกเลิกสัญญาจ้างได้โดยการแจ้งล่วงหน้า 1 เดือน ต่อกันฝ่ายเป็นลายลักษณ์อักษรหรือจ่ายค่าแทนการแจ้งล่วงหน้าเท่ากับค่าจ้าง 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

\*สามารถลดส่วนที่ไม่เหมาะสมได้

14. ในกรณีที่ผู้ช่วยแม่บ้านเสียชีวิต นายจ้างจะต้องจ่ายค่าจัดการศพและส่งศพกลับ รวมทั้งสิ่งของส่วนตัวจากฮ่องกง ไปยังภูมิลำเนาของผู้ช่วยแม่บ้าน
15. ในระหว่างที่สัญญาจ้างฉบับนี้ยังมีผลบังคับอยู่ หากเกิดการเปลี่ยนแปลงเงื่อนไขหรือมีการเพิ่มเติมในเนื้อหาของสัญญาฉบับนี้ (รวมทั้งตารางการทำงาน) ถือเป็นโมฆะ ยกเว้นกรณีที่กรรมการแรงงานยินยอมให้แก้ไขได้ แต่ได้ยกเว้นกรณีดังต่อไปนี้ที่สามารถเปลี่ยนแปลงได้โดยไม่เป็นโมฆะคือ
- (เอ) การเปลี่ยนแปลงระยะเวลาการทำงานที่ระบุไว้ในข้อที่ 2 โดยได้รับอนุมัติจากอธิบดีกรมตรวจคนเข้าเมืองให้มีการขยายเวลาเป็นระยะเวลาไม่เกิน 1 เดือน และเป็นการยินยอมของทั้งสองฝ่าย
  - (บี) การเปลี่ยนแปลงที่อยู่ของนายจ้างที่ระบุไว้ในข้อที่ 3 โดยแจ้งเป็นลายลักษณ์อักษรต่ออธิบดีกรมตรวจคนเข้าเมือง โดยหลังจากที่มีการเปลี่ยนแปลงแล้วผู้ช่วยแม่บ้านจะต้องทำงานต่อนายจ้างรายเดิมและพักอาศัยอยู่ในที่อยู่แห่งใหม่ของนายจ้าง
  - (ซี) การเปลี่ยนแปลงการทำงานจากที่ระบุในข้อที่ 7 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 และเป็นที่ยืนยันในการยินยอมให้กรมตรวจคนเข้าเมืองและหน่วยงานรัฐบาลอื่นๆ ที่เกี่ยวข้อง จัดเก็บและใช้ข้อมูลที่บันทึกเป็นรายละเอียดต่างๆ 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) ผ้าห่มหรือผ้าห่ม  จัดให้  ไม่ได้จัดให้

(อี) หมอน  จัดให้  ไม่ได้จัดให้

(เอฟ) ตู้เสื้อผ้า  จัดให้  ไม่ได้จัดให้

(จี) ตู้เย็น  จัดให้  ไม่ได้จัดให้

(เฮช) โต๊ะ  จัดให้  ไม่ได้จัดให้

(ไอ) สิ่งอำนวยความสะดวกอื่นๆ (โปรดระบุ) \_\_\_\_\_

\*สามารถลบส่วนที่ไม่เหมาะสมได้

ทำเครื่องหมายได้ตามที่เห็นสมควร

4. ผู้ช่วยแม่บ้านจะต้องทำงานที่บ้านที่บ้านของนายจ้างเท่านั้น โดยงานบ้านที่ทำจะเป็นไปตามหน้าที่ของผู้ช่วยแม่บ้านที่ระบุในสัญญาจ้างฉบับนี้ แต่จะไม่รวมถึงการขับยานพาหนะไม่ว่าจะด้วยวัตถุประสงค์ใด และไม่ว่าจะเป็น ยานพาหนะของนายจ้างหรือไม่ก็ตาม
5. งานบ้านรวมถึงหน้าที่ดังต่อไปนี้  
หน้าที่หลัก
  1. ทำงานบ้านทั่วไป
  2. ทำอาหาร
  3. ดูแลผู้สูงอายุในบ้านนายจ้าง (ต้อง/ไม่ต้อง\* มีการดูแลเป็นพิเศษ)
  4. ดูแลทารกแรกเกิด
  5. ดูแลเด็ก
  6. อื่นๆ (โปรดระบุ) \_\_\_\_\_
6. หากต้องการให้ผู้ช่วยแม่บ้านทำความสะอาดด้านนอกของหน้าต่างที่ไม่ได้อยู่ชั้นล่าง หรือไม่ได้ติดกับระเบียง ต้องอยู่ภายใต้เงื่อนไขดังนี้
  - (i) หน้าต่างต้องมีขนาดพอดีกับลูกกรงหน้าต่างซึ่งเชื่อมติดกันหรือทำให้แน่นและมีความปลอดภัยเพื่อป้องกันมิให้ลูกกรงเปิดออกได้
  - (ii) ห้ามมิให้ผู้ช่วยแม่บ้านยื่นอวัยวะส่วนใดของร่างกายออกไปนอกหน้าต่างเพื่อทำความสะอาด ยกเว้นส่วนแขน
7. นายจ้างจะต้องแจ้งผู้ช่วยแม่บ้านและอธิบดีกรมตรวจคนเข้าเมืองหากมีการเปลี่ยนแปลงเพิ่มเติม 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 origin<sup>1</sup> 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 \_\_\_\_\_ months<sup>2</sup> 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 \_\_\_\_\_%<sup>3</sup> 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.

<sup>1</sup> Fill in the employee’s town and country of origin.

<sup>2</sup> Must be less than or equal to 24 months.

<sup>3</sup> Must not be less than 100%.

\*Delete whichever is inapplicable.



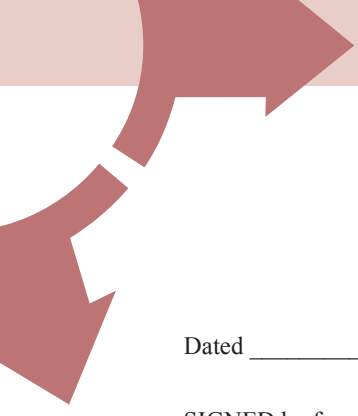
12. The employer shall provide the employee with suitable, furnished accommodation of a standard specified in the Schedule to this employment contract. The Commissioner for Labour or his authorised representative is the authority in interpreting the Schedule. The accommodation shall be provided free 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'\*<sup>4</sup> 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.

<sup>4</sup> 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)

For Reference Only

## 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逾十二小時，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最佳的權益，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： \_\_\_\_\_

見證人： \_\_\_\_\_  
(姓名)

見證人： \_\_\_\_\_  
(姓名)

僱主簽署： \_\_\_\_\_

簽署： \_\_\_\_\_

僱員簽署： \_\_\_\_\_

簽署： \_\_\_\_\_

祇供參考用途

## 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 \_\_\_\_\_ ) \$ \_\_\_\_\_

2. Food allowance (if no food provided) (from \_\_\_\_\_ to \_\_\_\_\_ ) \$ \_\_\_\_\_

Received by (Signature): \_\_\_\_\_

(Name): ( \_\_\_\_\_ )

Witnessed by (if any)(Signature) : \_\_\_\_\_

(Name): ( \_\_\_\_\_ )

Note 1: The wages of a FDH should not be less than the prevailing minimum allowable wage (MAW) when the Standard Employment Contract (SEC) is signed.

Note 2: Please fill in the leave record on the next page for leave taken by the FDH in the month.

Note 3: 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 4: 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

# Leave Record of FDH

\_\_\_\_\_ (month) \_\_\_\_\_ (year)

Name of FDH: \_\_\_\_\_

## (I) Rest day(s) <sup>Note 5</sup>

Rest day taken on (date)	Signature of FDH

## (II) Statutory holiday(s) <sup>Note 6</sup>

Statutory holiday taken on (date)	Name of statutory holiday (Please specify)	Signature of FDH

## (III) Paid annual leave <sup>Note 7</sup>

Period of annual leave taken (dates)		Signature of FDH
From	To	

## (IV) Others (e.g. paid sick leave, etc.)

Leave taken on (date)	Nature of leave (Please specify)	Signature of FDH

Note 5 : An FDH is entitled to not less than 1 rest day in every period of 7 days. Please refer to the booklet "Practical Guide for Employment of Foreign Domestic Helpers – What Foreign Domestic Helpers and Their Employers Should Know" for details.

Note 6 : An FDH, irrespective of his/her length of service, is entitled to 12 statutory holidays each year, namely:

- The first day of January (1 January)
- Lunar New Year's Day
- The second day of Lunar New Year
- The third day of Lunar New Year
- Ching Ming Festival
- Labour Day (1<sup>st</sup> May)
- Tuen Ng Festival
- Hong Kong Special Administrative Region Establishment Day (1<sup>st</sup> July)
- The day following the Chinese Mid-autumn Festival
- Chung Yeung Festival
- National Day (1<sup>st</sup> October)
- Chinese Winter Solstice Festival or Christmas Day (at the option of the employer)

Please refer to the booklet "Practical Guide for Employment of Foreign Domestic Helpers – What Foreign Domestic Helpers and Their Employers Should Know" for details.

Note 7 : An FDH is entitled to annual leave with pay after having been employed by the same employer for every 12 months. An FDH's entitlement to paid annual leave will increase progressively from 7 days to a maximum of 14 days according to his/her length of service. Please refer to the booklet "Practical Guide for Employment of Foreign Domestic Helpers – What Foreign Domestic Helpers and Their Employers Should Know" for details.

Note 8 : 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.

# Tagalog version

## Halimbawa ng mga Resibo para sa mga FDH

Ako si, \_\_\_\_\_, HKID/Pasaporte Num. \_\_\_\_\_, ay kinikilala ang pagtanggap ng kabayaran ng mga sumusunod na mga bagay mula sa aking pinaglilingkuran/amo/employer \_\_\_\_\_ noong \_\_\_\_\_ (petsa) \_\_\_\_\_\* sa cash/ tseke/sa awtomatikong pagbayad sa bangko (by bank autopay).

1. Mga sahod (mula \_\_\_\_\_ hanggang \_\_\_\_\_) \$ \_\_\_\_\_

2. Panggastos sa Pagkai (mula \_\_\_\_\_ hanggang \_\_\_\_\_) \$ \_\_\_\_\_  
(kung walang ibinibigay na pagkain)

Tinanggap ni (Lagda): \_\_\_\_\_  
(Pangalan): ( \_\_\_\_\_ )

Nasaksihan ni (kung mayroon man)(Lagda) : \_\_\_\_\_  
(Pangalan): ( \_\_\_\_\_ )

Pananda 1: Ang mga sahod ng isang FDH ay hindi dapat kukulangin sa umiiral na pinakamababang pinapahintulutang sahod (Minimum Allowable Wage) (MAW) ayon sa basehan na kontratang pang-empleyo (standard employment contract) (SEC) na nilagdaan.

Pananda 2: Punan ang talaan ng pamamahinga (leave record) sa likod na pahina para sa nakuhang leave ng FDH sa kaukulang buwan.

Pananda 3: Basahin at pag-aralan ang “Praktikong Gabay para sa Pag-empleyo ng mga FDH – Ano ang Dapat Malaman ng mga FDH at kanilang Pinaglilingkuran” (“Practical Guide for Employment of FDHs – What FDHs and their Employers Should Know”) para sa mga karapatan at obligasyon ng mga pinaglilingkuran at FDH.

Pananda 4: Ito ay isang halimbawang dokumento lamang. Ang mga partido na tumutunghay sa halimbawang ito ay dapat na siguraduhing ang mga nilalaman nito ay angkop sa kanilang layunin bago gamitin. Sila rin ay pinaaalalahanan na sumangguni sa isang propesyunal kung ito ay nararapat.

\* Maaring tanggalin kung hindi kinakailangan



## Talaan ng Pamamahinga ng FDH

\_\_\_\_\_ (buwan) \_\_\_\_\_ (taon)

Pangalan ng FDH: \_\_\_\_\_

### (I) (Mga) Araw ng Pamamahinga <sup>Pananda 5</sup>

Araw ng Pamamahingang kinuha nuong (petsa)	Lagda ng FDH

### (II) (Mga) Pista Opisyal <sup>Pananda 6</sup>

Pista Opisyal na kinuha nuong (petsa)	Ngalan ng Pista Opisyal (Mangyaring tukuyin)	Lagda ng FDH

### (III) Bayad na taunang bakasyon <sup>Pananda 7</sup>

Panahon ng nakuhang taunang bakasyon (mga petsa)		Lagda ng FDH
Mula	Hanggang	

#### (IV) Iba pa (hal. bayad na pamamahinga sa pagkakasakit.)

Pamamahinga na kinuha noong (petsa)	Uri ng pamamahinga (Tukuyin lamang)	Lagda ng FDH

Pananda 5: Ang isang FDH ay may karapatan sa hindi kukulangin sa 1 araw na pamamahinga sa bawat 7 araw. Basahin at pag aralan ang “Practical Guide for Employment of FDHs – What FDHs and their Employers Should Know” para sa mga detalye.

Pananda 6: Ang isang FDH, anuman ang haba ng kanyang serbisyo, ay may karapatan sa 12 Pista Opisyal bawat taon, ang mga ito ay:

- Ang unang araw ng Enero (1 Enero)
- Unang araw ng Bagong Taon ng Intsik
- Pangalawang araw ng Bagong Taon ng Intsik
- Pangatlong araw ng Bagong Taon ng Intsik
- Pista ng Ching Ming
- Araw ng Manggagawa (1 ng Mayo)
- Pista ng Tuen Ng
- Pagtatatag ng Hong Kong Special Administrative Region (1 ng Hulyo)
- Araw na Kasunod ng Pista ng Chinese Mid-autumn
- Pista ng Chung Yeung
- Pambansang Araw (1 ng Oktubre)
- Pista ng Chinese Winter Solstice o Araw ng Pasko (ayon sa pinili ng amo)

Basahin at pag-aralan ang “Practical Guide for Employment of FDHs – What FDHs and their Employers Should Know” para sa mga detalye.

Pananda 7: Ang isang FDH ay may karapatan sa taunang bakasyong may bayad kada ika-12 buwan ng pagseserbisyo sa iisang amo. Ang karapatan ng isang FDH para sa taunang bakasyong may bayad ay progresibong tataas mula 7 araw hanggang sa pinakamataas na 14 na araw ayon sa haba ng kanyang serbisyo. Basahin at pag-aralan ang “Practical Guide for Employment of FDHs – What FDHs and their Employers Should Know” para sa mga detalye.

Pananda 8: Ito ay isang halimbawang dokumento lamang. Ang mga partido na tumutunghay sa halimbawang ito ay dapat na siguraduhing ang mga nilalaman nito ay angkop sa kanilang layunin bago gamitin. Sila rin ay pinaaalalahan na sumangguni sa isang propesyunal kung ito ay nararapat.

# Indonesian version

## Contoh Tanda Terima Gaji untuk PLRTA

Saya, \_\_\_\_\_, No. KTP HK/Paspor \_\_\_\_\_, menyatakan telah menerima pembayaran untuk hal-hal berikut ini dari majikan saya \_\_\_\_\_ pada (tgl) \_\_\_\_\_ \*dalam bentuk tunai/cek/ melalui pembayaran otomatis dari bank.

1. Gaji (dari \_\_\_\_\_ s/d \_\_\_\_\_) \$ \_\_\_\_\_

2. Tunjangan makan (jika tidak diberi makan) (dari \_\_\_\_\_ s/d \_\_\_\_\_) \$ \_\_\_\_\_

Diterima oleh (Td Tangan): \_\_\_\_\_  
(Nama): ( \_\_\_\_\_ )

Disaksikan oleh (jika ada)(Td Tangan): \_\_\_\_\_  
(Nama): ( \_\_\_\_\_ )

Catatan 1: Gaji dari PLRTA tidak boleh kurang dari gaji minimum yg diperbolehkan (GMD) yg berlaku pada waktu Kontrak Kerja Standar (KKS) nya di tandatangani.

Catatan 2: Harap isi catatan cuti di belakang untuk cuti yang diambil oleh PLRTA dalam bulan itu.

Catatan 3: Harap merujuk ke buku “Pedoman Praktis untuk Pemkerjaan para PLRTA – Apa Yang Harus Diketahui Oleh Para PLRTA dan Majikan Mereka” untuk hak-hak dan kewajiban-kewajiban dari para majikan dan PLRTA.

Catatan 4: Ini adalah contoh dokumen untuk rujukan saja. Pihak-pihak yg merujuk ke contoh ini harus memastikan bahwa isi nya cocok untuk dipakai mereka sebelum mereka menggunakannya. Mereka juga diingatkan untuk mencari advis professional yg independen bila dirasa perlu.

\* Harap coret yg tidak perlu

## Catatan Cuti PLRTA

\_\_\_\_\_ (bulan) \_\_\_\_\_ (tahun)

Nama PLRTA: \_\_\_\_\_

### (I) Libur Mingguan <sup>Catatan 5</sup>

Hari Libur Mingguan diambil pada (tgl)	Tanda Tangan PLRTA

### (II) Hari Libur Resmi <sup>Catatan 6</sup>

Hari Libur Resmi diambil pada (tgl)	Nama dari Hari Libur Resmi nya (Harap Sebutkan)	Tanda Tangan PLRTA

### (III) Cuti Tahunan Yg Dibayar <sup>Catatan 7</sup>

Masa waktu dimana cuti tahunan diambil (tgl)		Td Tangan PLRTA
Dari	Sampai	

#### (IV) Lainnya (misalnya cuti sakit yg dibayar, dll.)

Cuti diambil pada (tgl)	Jenis Cuti (Harap sebutkan)	Td Tangan PLRTA

Catatan 5: PLRTA berhak mendapatkan sekurang-kurangnya 1 hari libur mingguan untuk setiap masa waktu 7 hari. Harap merujuk ke buklet “Pedoman Praktis untuk Pemekerjaan para PLRTA – Apa Yang Harus Diketahui Oleh Para PLRTA dan Majikan Mereka” untuk detilnya.

Catatan 6: PLRTA, tidak peduli telah berapa lama dia bekerja, berhak untuk mendapatkan 12 hari libur resmi setiap tahun nya, yaitu:

- Hari pertama di bulan Januari (1 January)
- Festival Ching Ming
- Hari setelah Festival Pertengahan Musim Gugur Cina.
- Hari Tahun Baru Imlek
- Hari Buruh (1 Mei)
- Festival Chung Yeung
- Hari Kedua Tahun Baru Imlek
- Festival Tuen Ng/ Bacang
- Hari Resmi (1 Oktober)
- Hari Ketiga Tahun Baru Imlek
- Hari Pendirian Wilayah Administrasi Khusus Hong Kong (1 July)
- Hari Musim Dingin Solstice Cina atau Hari Natal (tergantung pilihan majikan)

Harap merujuk ke buku “Pedoman Praktis untuk Pemekerjaan para PLRTA – Apa Yang Harus Diketahui Oleh Para PLRTA dan Majikan Mereka” untuk detilnya.

Catatan 7: PLRTA berhak mendapatkan cuti tahunan berbayar untuk tiap masa 12 bulan setelah dia bekerja untuk majikan yg sama. Dan cuti tahunan berbayar yg berhak didap-kan PLRTA akan bertambah panjangnya dari 7 hari sampai ke maksimum 14 hari seiring dengan panjangnya masa kerjanya. Harap merujuk ke “Pedoman Praktis untuk Pemekerjaan para PLRTA – Apa Yang Harus Diketahui Oleh Para PLRTA dan Majikan Mereka” untuk detil lainnya.

Catatan 8: Ini adalah contoh dokumen untuk rujukan saja. Pihak-pihak yg merujuk ke contoh ini harus memastikan bahwa isi nya cocok untuk dipakai mereka sebelum mereka menggunakannya. Mereka juga diingatkan untuk mencari advis professional yg independen bila dirasa perlu.

# Thai version

## ตัวอย่างใบเสร็จรับเงินค่าจ้างของผู้ช่วยแม่บ้านต่างชาติ

ข้าพเจ้า \_\_\_\_\_ บัตรประชาชนฮ่องกง/หนังสือเดินทางเลขที่ \_\_\_\_\_  
ขอยืนยันว่าได้รับการจ่ายเงินตามรายการดังกล่าวต่อไปนี้จากนายจ้างของข้าพเจ้า  
\_\_\_\_\_ เมื่อ (วันที่) \_\_\_\_\_ \* เป็นเงินสด/เป็นเช็ค/โดยโอนเข้าบัญชีธนาคารโดยตรง  
เป็นที่เรียบร้อยแล้ว

1. ค่าจ้าง (จาก \_\_\_\_\_ ถึง \_\_\_\_\_) \$ \_\_\_\_\_

2. ค่าอาหาร (หากไม่มีอาหารจัดหาให้) (จาก \_\_\_\_\_ ถึง \_\_\_\_\_) \$ \_\_\_\_\_

ได้รับแล้วโดย (ลายเซ็นชื่อ) : \_\_\_\_\_  
(ชื่อ) : ( \_\_\_\_\_ )

พยานโดย (ถ้ามี) (ลายเซ็นชื่อ) : \_\_\_\_\_  
(ชื่อ) : ( \_\_\_\_\_ )

หมายเหตุ 1 : ค่าจ้างของ ผู้ช่วยแม่บ้านต่างชาติ ไม่ควรจะน้อยกว่าค่าจ้างขั้นต่ำ (MAW) เมื่อสัญญาจ้างมาตรฐาน (SEC) ได้ได้ถูกเซ็นชื่อแล้ว

หมายเหตุ 2 : โปรดกรอกวันลาพักในบันทึกด้านหลังสำหรับวันลาพักซึ่งได้ลาพักแล้วในเดือนนั้นๆ โดยผู้ช่วยแม่บ้าน

หมายเหตุ 3 : โปรดอ้างอิงถึง “คู่มือแนะนำเกี่ยวกับการจ้างผู้ช่วยแม่บ้านต่างชาติ – สิ่งที่ผู้ช่วยแม่บ้านต่างชาติและนายจ้างควรทราบ” (Practical Guide for Employment of FDHs – What FDHs and their Employers Should Know) เพื่อเรียนรู้เรื่องสิทธิและหน้าที่ที่ต้องปฏิบัติของนายจ้างและผู้ช่วยแม่บ้านต่างชาติ

หมายเหตุ 4 : นี่คือนิยามตัวอย่างเอกสารสำหรับการอ้างอิงเท่านั้น  
บุคคลที่จะเลือกใช้ตัวอย่างนี้ควรพิจารณาข้อความดังกล่าวว่าเหมาะสมหรือไม่หรือควรปรึกษาขอความคิดเห็นจากผู้เชี่ยวชาญก่อน

บันทึกวันลาพักของผู้ช่วยแม่บ้านต่างชาติ

\_\_\_\_\_ (เดือน) \_\_\_\_\_ (ปี)

ชื่อของผู้ช่วยแม่บ้านต่างชาติ : \_\_\_\_\_

(I) วันหยุดประจำสัปดาห์ หมายเหตุ 5

วันหยุดประจำสัปดาห์ที่ได้หยุดแล้ว (วันที่)	ลายเซ็นชื่อของผู้ช่วยแม่บ้านต่างชาติ

(II) วันหยุดตามประเพณี หมายเหตุ 6

วันหยุดตามประเพณีที่ได้หยุดแล้ว (วันที่)	ชื่อของวันหยุดตามประเพณี (โปรตระกูล)	ลายเซ็นชื่อของผู้ช่วยแม่บ้านต่างชาติ

(III) วันหยุดประจำปีที่ถูกจ้างได้รับเงินเดือนตามปกติ หมายเหตุ 7

วันหยุดประจำปีที่ได้หยุดแล้ว (วันที่)		ลายเซ็นชื่อของผู้ช่วยแม่บ้าน
จาก	ถึง	

(IV) อื่นๆ (อย่างเช่น วันลาป่วย เป็นต้น)

วันลาพักที่ได้หยุด (วันที่)	ประเภทของวันลาพัก (โปรดระบุ)	ลายเซ็นชื่อของผู้ช่วยแม่บ้านต่างชาติ

หมายเหตุ 5 : ผู้ช่วยแม่บ้านต่างชาติมีสิทธิที่จะได้วันหยุดประจำสัปดาห์ไม่น้อยกว่า 1 วัน ในช่วงเวลา 7 วัน  
โปรดอ้างอิงถึงหนังสือ “คู่มือแนะนำเกี่ยวกับการจ้างผู้ช่วยแม่บ้านต่างชาติ –  
สิ่งที่ผู้ช่วยแม่บ้านต่างชาติและนายจ้างควรทราบ” (Practical Guide for Employment of Foreign Domestic Helpers  
– What Foreign Domestic Helpers and Their Employers Should Know) เพื่อเรียนรู้รายละเอียดเพิ่มเติม

หมายเหตุ 6 : ผู้ช่วยแม่บ้านต่างชาติไม่ว่าจะได้ทำงานเป็นเวลานานเท่าไรก็ตาม  
มีสิทธิที่จะได้รับวันหยุดตามประเพณีเป็นจำนวน 12 วันต่อปีดังนี้ :

- วันแรกของเดือนมกราคม (1 มกราคม)
- วันตรุษจีน
- วันที่สองของวันตรุษจีน
- วันที่สามของวันตรุษจีน
- วันเทศกาลเซ็งเม้ง
- วันแรงงาน (1 พฤษภาคม)
- วันเทศกาลแห่เรือมังกร
- วันสถาปนาฮ่องกงเขตปกครองพิเศษ (1 กรกฎาคม)
- วันถัดจากวันไหว้พระจันทร์
- วันเทศกาลลงเหย็ง
- วันชาติจีน (1 ตุลาคม)
- วันเทศกาลฤดูหนาวหรือวันคริสมาสต์ (แล้วแต่นายจ้างจะเลือก)

โปรดอ้างอิงถึงหนังสือ “คู่มือแนะนำเกี่ยวกับการจ้างผู้ช่วยแม่บ้านต่างชาติ –  
สิ่งที่ผู้ช่วยแม่บ้านต่างชาติและนายจ้างควรทราบ” (Practical Guide for Employment of Foreign Domestic Helpers  
– What Foreign Domestic Helpers and Their Employers Should Know) เพื่อเรียนรู้รายละเอียดเพิ่มเติม

หมายเหตุ 7 : ผู้ช่วยแม่บ้านต่างชาติ มีสิทธิที่จะมีวันหยุดประจำปีที่ได้รับค่าจ้างตามปกติ  
หลังจากที่ได้ทำงานกับนายจ้างคนเดียวกันเป็นเวลาต่อเนื่องกันทุก 12 เดือน ผู้ช่วยแม่บ้านต่างชาติ  
จะมีสิทธิที่จะได้รับวันหยุดประจำปีที่ได้รับค่าจ้างปกติ เพิ่มขึ้นเรื่อยๆจาก 7 วัน ไปจนถึงสูงสุด 14 วัน  
ทั้งนี้ขึ้นอยู่กับจำนวนปีของการทำงาน โปรดอ้างอิงถึง “คู่มือแนะนำเกี่ยวกับการจ้างผู้ช่วยแม่บ้านต่างชาติ –  
สิ่งที่ผู้ช่วยแม่บ้านต่างชาติและนายจ้างควรทราบ” (Practical Guide for Employment of Foreign Domestic Helpers  
– What Foreign Domestic Helpers and Their Employers Should Know) เพื่อเรียนรู้รายละเอียดเพิ่มเติม

หมายเหตุ 8 : นี่คือตัวอย่างเอกสารสำหรับใช้อ้างอิงเท่านั้น  
บุคคลที่จะเลือกใช้ตัวอย่างนี้ควรพิจารณาข้อความดังกล่าวว่าเหมาะสมหรือไม่หรือควรปรึกษาขอความคิดเห็นจากผู้เชี่ยวชาญก่อน



# 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) \* payment in lieu of notice.
- without notice.
- without payment 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

# Tagalog version

## Halimbawang Sulat ng Terminasyon ng Kontratang Pang-employona FDH ang nagpasimula

Minamahal na \_\_\_\_\_ (pangalan ng pinaglilingkuran) \_\_\_\_\_,

Ako si \_\_\_\_\_, ay nagnanais na putulin ang kontratang pang-employo sa inyo bilang kasambahay sa ilalim ng Kontrata ng Katulong sa Bahay Numero.

\_\_\_\_\_,

(mangyaring lagyan ng “✓” ang naaangkop)

- Sa pagbibigay sa inyo ng \_\_\_\_\_ mga araw/(mga) buwan\* abiso.
- Sa pagbibigay sa inyo ng \_\_\_\_\_ mga araw/(mga) buwan\* sahod kapalit ng abiso.
- Walang abiso.
- Walang sahod kapalit ng abiso.

Ang huling araw ng pagtratrabaho ay sa \_\_\_\_\_ (petsa) \_\_\_\_\_.

(Mga) dahilan ng terminasyon (kung mayroon man):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sumasainyo ng tapat,

\_\_\_\_\_  
( \_\_\_\_\_ ) (Lagda ng empleyado)  
( \_\_\_\_\_ ) (Pangalan ng empleyado)  
\_\_\_\_\_ (Petsa)

Pinagtatibay ang pagtanggap ng amo \_\_\_\_\_ (Lagda)  
( \_\_\_\_\_ ) (Pangalan)  
\_\_\_\_\_ (Petsa)

Pananda 1: Pinatutungkulan ang Kabanata 8 ng “Praktikong Gabay para sa Pag-employo ng mga FDH – Ano ang Dapat Malaman ng mga FDH at kanilang Pinaglilingkuran” (“Practical Guide for Employment of FDHs – What FDHs and their Employers Should Know”) para sa mga karapatan at obligasyon ng mga pinaglilingkuran at FDH na may kinalaman sa terminasyon ng kontratang pang-employo.

Pananda 2: Ito ay isang halimbawang dokumento lamang. Ang mga partido na tumutunghay dito sa halimbawa ito ay dapat na siguraduhing ang mga nilalaman nito ay angkop sa kanilang layunin bago gamitin. Sila rin ay pinaaalalahan na sumangguni sa isang propesyunal kung nararapat

\* Maaring tanggalin kung hindi kinakailangan

# Indonesian version

## Contoh Surat Pemutusan Kontrak Kerja atas Inisiatif dari PRLTA

Yth \_\_\_\_\_ (nama majikan),

Saya, \_\_\_\_\_, ingin memutuskan kontrak kerja saya sebagai penata laksana rumah tangga dengan anda di bawah Kontrak Penata Laksana Rumah Tangga No. \_\_\_\_\_,

(harap beri tanda “✓” di jawaban yg sesuai)

- dengan memberi anda pemberitahuan \_\_\_\_\_ hari/bulan\* di muka.
- dengan memberi anda gaji \_\_\_\_\_ hari/bulan\* sebagai pengganti pemberitahuan di muka.
- tanpa memberikan pemberitahuan di muka.
- tanpa memberikan gaji sebagai pengganti pemberitahuan di muka.

Hari terakhir kerjanya adalah \_\_\_\_\_ (tanggal).

Alasan untuk pemutusan kontrak (jika ada):

---

---

---

Hormat saya,

\_\_\_\_\_(Td Tangan Karyawan)  
( \_\_\_\_\_ )(Nama Karyawan)  
\_\_\_\_\_(Tanggal)

Surat telah diterima majikan oleh \_\_\_\_\_(Tanda Tangan)  
( \_\_\_\_\_ )(Nama)  
\_\_\_\_\_(Tanggal)

Catatan 1 : Harap merujuk ke Bab 8 dari “Pedoman Praktis untuk Pemekerjaan para PLRTA – Apa Yang Harus Diketahui Oleh Para PLRTA dan Majikan Mereka” untuk hak-hak dan kewajiban-kewajiban para majikan dan PLRTA berkenaan dengan pemutusan kontrak.

Catatan 2 : Ini adalah contoh dokumen untuk rujukan saja. Pihak-pihak yg merujuk ke contoh ini harus memastikan bahwa isi nya cocok untuk dipakai mereka sebelum mereka menggunakannya. Mereka juga diingatkan untuk mencari advis professional yg independen bila dirasa perlu.

\* Harap coret yg tidak perlu

# Thai version

## ตัวอย่างจดหมายยกเลิก

### สัญญาจ้างเรียกร้องโดยฝ่าย ผู้ช่วยแม่บ้านต่างชาติ

เรียน \_\_\_\_\_ (ชื่อนายจ้าง)

ข้าพเจ้า \_\_\_\_\_

มีความประสงค์ที่จะยกเลิกสัญญาจ้างของข้าพเจ้ากับท่านจากตำแหน่งผู้ช่วยแม่บ้านภายใต้สัญญาจ้างผู้ช่วยแม่บ้านเลขที่ \_\_\_\_\_

(โปรด “✓” ตามความเหมาะสม)

- โดยมีการแจ้งล่วงหน้าเป็นเวลา \_\_\_\_\_ วัน/เดือน \*
- โดยมีการจ่ายเงินเทียบเท่ากับ \_\_\_\_\_ วัน/เดือน \* เป็นค่าจ้างแทนการแจ้งล่วงหน้า
- โดยปราศจากใบแจ้งล่วงหน้า
- โดยปราศจากการจ่ายค่าจ้างแทนการแจ้งล่วงหน้า

วันสุดท้ายของการทำงานคือ \_\_\_\_\_ (วันที่)

เหตุผลของการยกเลิกสัญญา (ถ้ามี) :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ด้วยความนับถือ

\_\_\_\_\_  
(ลายเซ็นชื่อลูกจ้าง)  
( \_\_\_\_\_ ) (ชื่อลูกจ้าง)  
\_\_\_\_\_ (วันที่)

ได้รับทราบแล้วโดยนายจ้าง \_\_\_\_\_ (ลายเซ็นชื่อ)  
( \_\_\_\_\_ ) (ชื่อ)  
\_\_\_\_\_ (วันที่)

หมายเหตุ 1 : โปรดอ้างอิงถึงบทที่ 8 ของ “คู่มือแนะนำเกี่ยวกับการจ้างผู้ช่วยแม่บ้านต่างชาติ – สิ่งที่คุณแม่บ้านต่างชาติและนายจ้างควรรู้” (Practical Guide for Employment of FDHs – What FDHs and Their Employers Should Know) เพื่อเรียนรู้สิทธิและหน้าที่ที่ต้องปฏิบัติของนายจ้างและผู้ช่วยแม่บ้านเกี่ยวกับการยกเลิกสัญญาว่าจ้าง

หมายเหตุ 2 : นี่คือนิยามเอกสารสำหรับใช้อ้างอิงเท่านั้น บุคคลที่จะเลือกใช้ตัวอย่างนี้ควรพิจารณาข้อความดังกล่าวว่าเหมาะสมหรือไม่หรือควรปรึกษาขอความคิดเห็นจากผู้เชี่ยวชาญก่อน

\* โปรดขีดฆ่าตามเหมาะสม

# Sample Letter of Termination of Employment Contract Initiated by FDH Employer

Dear \_\_\_\_\_ (name of employee) \_\_\_\_\_,

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) \* payment in lieu of notice.
- without notice.
- without payment 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

# Tagalog version

## Halimbawa ng Sulat ng Terminasyon ng Kontratang Pang-empleyo na ang FDH ang nagpasimula

Mahal na \_\_\_\_\_ (pangalan ng empleyado),

Ako si, \_\_\_\_\_, ay nagnanais putulin ang inyong kontratang pang-empleyo bilang isang kasambahay sa ilalim ng Kotrata ng Katulong sa Bahay Nu. \_\_\_\_\_,

(mangyaring lagyan ng “✓” ang naaangkop)

- Sa pagbibigay sa inyo ng \_\_\_\_\_ mga araw/(mga) buwan\* abiso.
- Sa pagbibigay sa inyo ng \_\_\_\_\_ mga araw/(mga) buwan\* sahod kapalit ng abiso.
- Walang abiso.
- Walang sahod kapalit ng abiso.

Ang huling araw ng pagtratrabaho ay sa \_\_\_\_\_ (petsa).

(Mga) dahilan ng terminasyon (kung mayroon man):

---

---

---

Sumasainyo ng tapat,

\_\_\_\_\_  
( \_\_\_\_\_ ) (Lagda ng pinaglilingkuran)  
( \_\_\_\_\_ ) (Pangalan ng pinaglilingkuran)  
\_\_\_\_\_  
( \_\_\_\_\_ ) (Petsa)

Pinagtatibay ang pagtanggap ng empleyado \_\_\_\_\_ (Lagda)  
( \_\_\_\_\_ ) (Pangalan)  
\_\_\_\_\_  
( \_\_\_\_\_ ) (Petsa)

Pananda 1: Pinatutungkulan ang Kabanata 8 ng “Praktikong Gabay para sa Pag-empleyo ng mga FDH – Ano ang Dapat Malaman ng mga FDH at kanilang Pinaglilingkuran” (“Practical Guide for Employment of FDHs – What FDHs and their Employers Should Know”) para sa mga karapatan at obligasyon ng mga pinaglilingkuran at FDH na may kinalaman sa terminasyon ng kontratang pang-empleyo.

Pananda 2: Ito ay isang halimbawang dokumento lamang. Ang mga partido na tumutunghay dito sa halimbawa ito ay dapat na siguraduhing ang mga nilalaman nito ay angkop sa kanilang layunin bago gamitin. Sila rin ay pinaaalalahan na sumangguni sa isang propesyunal kung nararapat

\* Maaring tanggalin kung hindi kinakailangan

# Indonesian version

## Contoh Surat Pemutusan Kontrak Kerja Atas Inisiatif dari Majikan PRLTA

Yth \_\_\_\_\_ (nama karyawan),

Saya, \_\_\_\_\_, ingin memutuskan kontrak kerja anda sebagai penata laksana rumah tangga di bawah Kontrak Penata Laksana Rumah Tangga No. \_\_\_\_\_,

(harap beri tanda “✓” di jawaban yg sesuai)

- dengan memberi anda pemberitahuan \_\_\_\_\_ hari/bulan\* di muka.
- dengan memberi anda gaji \_\_\_\_\_ hari/bulan\* sebagai pengganti pemberitahuan di muka.
- tanpa pemberitahuan di muka.
- tanpa memberikan gaji sebagai pengganti pemberitahuan di muka.

Hari terakhir kerja anda adalah \_\_\_\_\_ (tanggal).

Alasan untuk pemutusan kontrak (jika ada):

---

---

---

Hormat saya,

\_\_\_\_\_ (Td Tangan Majikan)  
( \_\_\_\_\_ )(Nama Majikan)  
\_\_\_\_\_ (Tanggal)

Surat telah diterima oleh karyawan \_\_\_\_\_ (Tanda Tangan)  
( \_\_\_\_\_ )(Nama)  
\_\_\_\_\_ (Tanggal)

Catatan 1 : Harap merujuk ke Bab 8 dari “Pedoman Praktis untuk Pemekerjaan para PLRTA – Apa Yang Harus Diketahui Oleh Para PLRTA dan Majikan Mereka” untuk hak-hak dan kewajiban-kewajiban para majikan dan PLRTA berkenaan dengan pemutusan kontrak.

Catatan 2 : Ini adalah contoh dokumen untuk rujukan saja. Pihak-pihak yg merujuk ke contoh ini harus memastikan bahwa isi nya cocok untuk dipakai mereka sebelum mereka menggunakannya. Mereka juga diingatkan untuk mencari advis professional yg independen bila dirasa perlu.

\* Harap coret yg tidak perlu

# Thai version

## ตัวอย่างจดหมายยกเลิกสัญญาจ้างโดย นายจ้างของผู้ช่วยแม่บ้าน

เรียน \_\_\_\_\_ (ชื่อของคุณจ้าง)

ข้าพเจ้า \_\_\_\_\_ มีความประสงค์ที่จะขอยกเลิกสัญญาจ้างของท่าน ในฐานะผู้ช่วยแม่บ้าน  
ภายใต้สัญญาจ้างผู้ช่วยแม่บ้านเลขที่ \_\_\_\_\_

(โปรด “✓” ตามความเหมาะสม)

- โดยมีการแจ้งล่วงหน้าเป็นเวลา \_\_\_\_\_ วัน/เดือน \*
- โดยมีการจ่ายเงินเทียบเท่ากับ \_\_\_\_\_ วัน/เดือน \* เป็นค่าจ้างแทนการแจ้งล่วงหน้า
- โดยปราศจากใบแจ้งล่วงหน้า
- โดยปราศจากการจ่ายค่าจ้างแทนการแจ้งล่วงหน้า

วันสุดท้ายของการทำงานของของคุณคือ \_\_\_\_\_ (วันที่)

เหตุผลของการยกเลิกสัญญา (ถ้ามี):

---

---

---

ด้วยความนับถือ

\_\_\_\_\_ (ลายเซ็นชื่อนายจ้าง)  
( \_\_\_\_\_ ) (ชื่อนายจ้าง)  
\_\_\_\_\_ (วันที่)

ได้รับทราบแล้วโดยคุณจ้าง \_\_\_\_\_ (ลายเซ็นชื่อ)  
( \_\_\_\_\_ ) (ชื่อ)  
\_\_\_\_\_ (วันที่)

หมายเหตุ 1 : โปรดอ้างอิงถึงบทที่ 8 ของ “คู่มือแนะนำเกี่ยวกับการจ้างผู้ช่วยแม่บ้านต่างชาติ –  
สิ่งที่ผู้ช่วยแม่บ้านต่างชาติและนายจ้างควรทราบ” (Practical Guide for Employment of FDHs – What FDHs and  
Their Employers Should Know) เพื่อเรียนรู้สิทธิและหน้าที่ที่ต้องปฏิบัติของนายจ้างและผู้ช่วยแม่บ้าน  
เกี่ยวกับการยกเลิกสัญญาว่าจ้าง

หมายเหตุ 2 : นี่คือตัวอย่างเอกสารสำหรับใช้อ้างอิงเท่านั้น  
บุคคลที่จะเลือกใช้ตัวอย่างนี้ควรพิจารณาข้อความดังกล่าวว่าเหมาะสมหรือไม่หรือควรปรึกษาความคิดเห็นจ  
ากผู้เชี่ยวชาญก่อน

\* โปรดขีดฆ่าตามเหมาะสม



## Sample Receipt for Payments upon Termination/ Expiry of Employment 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. Payment 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. Others (a) \_\_\_\_\_ \$ \_\_\_\_\_  
(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

# Tagalog version

## Halimbawa ng Resibo ng Pagbabayad sa Terminasyon/ Pagtatapos ng Kontrata

Ako si, \_\_\_\_\_, HKID/Pasaporte Num. \_\_\_\_\_, ay nagpapatunay na tumanggap ng mga sumusunod mula sa aking pinaglilingkuran \_\_\_\_\_ nuong (petsa) \_\_\_\_\_ \*cash/tseke/sa automatikong pagbabayad sa bangko (bank auto pay).

1. Mga sinahod (mula \_\_\_\_\_ hanggang \_\_\_\_\_) \$ \_\_\_\_\_  
Kasama ang mga kabayaran sa sumusunod :
  - (a) (mga pista opisyal (mga) petsa: \_\_\_\_\_)
  - (b) mga taunang bakasyon (mula \_\_\_\_\_ hanggang \_\_\_\_\_)
  - (c) pahinga sa pagkakasakit (mula \_\_\_\_\_ hanggang \_\_\_\_\_)
  - (d) iba pa(tukuyin lamang): \_\_\_\_\_
2. Panggastos sa Pagkain (mula \_\_\_\_\_ hanggang \_\_\_\_\_) \$ \_\_\_\_\_
3. Mga sahod kapalit ng abiso \$ \_\_\_\_\_
4. Hindi pa nakukuhang bayad sa taunang bakasyon (\_\_\_\_\_ mga araw) \$ \_\_\_\_\_
5. Kabayaran sa matagal na serbisyo/kabayaran sa pag-alis na walang papalit \$ \_\_\_\_\_
6. Panggastos sa Pagkain at Pagbibiyahé \$ \_\_\_\_\_
7. \* Kabayaran kapalit na tiket sa eroplano/o tiket na balikan ng \_\_\_\_\_ (Eroplano) \$ \_\_\_\_\_
8. Iba pa (a) \_\_\_\_\_ \$ \_\_\_\_\_  
(b) \_\_\_\_\_ \$ \_\_\_\_\_

Lagda ng Kasambahay: \_\_\_\_\_ Petsa: \_\_\_\_\_  
(Pangalan): ( \_\_\_\_\_ )

Lagda ng Pinaglilingkuran: \_\_\_\_\_ Petsa: \_\_\_\_\_  
(Pangalan): ( \_\_\_\_\_ )

Nasaksihan ni (kung mayroon)(Lagda) : \_\_\_\_\_ Petsa: \_\_\_\_\_  
(Pangalan): ( \_\_\_\_\_ )

Pananda 1: Sumangguni sa Praktikong Gabay para sa Pag-eempleyo ng FDH – Ano ang dapat malaman ng mga FDH at ng kanilang mga Amo” (“Practical Guide for Employment of FDHs – What FDHs and their Employers Should Know”) para sa mga karapatan at obligasyon ng mga amo at FDHs”.

Pananda 2: Ito ay isang halimbawang dokumento lamang. Ang mga partido na tumutunghay dito sa halimbawang ito ay dapat na siguraduhing ang mga nilalaman nito ay angkop sa kanilang layunin bago gamitin. Sila rin ay pinaaalalahan na sumangguni sa isang propesyunal kung nararapat.

\* Maaring tanggalin kung hindi kinakailangan

# Indonesian version

## Contoh Tanda Terima Pembayaran karena Pemutusan/ Berakhirnya Kontrak

Saya, \_\_\_\_\_, No. KTP HK/Paspor \_\_\_\_\_, sudah menerima pembayaran untuk hal-hal berikut ini dari majikan saya \_\_\_\_\_ pada (tanggal) \_\_\_\_\_ \* dalam bentuk tunai/ cek/ melalui pembayaran otomatis dari bank.

1. Gaji (dari \_\_\_\_\_ s/d \_\_\_\_\_) \$ \_\_\_\_\_  
termasuk pembayaran sebagai berikut :
  - (a) hari libur resmi (tanggal: \_\_\_\_\_)
  - (b) cuti tahunan (dari \_\_\_\_\_ s/d \_\_\_\_\_)
  - (c) cuti sakit (dari \_\_\_\_\_ s/d \_\_\_\_\_)
  - (d) lainnya (harap sebutkan): \_\_\_\_\_
2. Uang makan (dari \_\_\_\_\_ s/d \_\_\_\_\_) \$ \_\_\_\_\_
3. Gaji sebagai pengganti pemberitahuan di muka \$ \_\_\_\_\_
4. Cuti tahunan yang belum diambil (\_\_\_\_\_ hari) \$ \_\_\_\_\_
5. Uang masa kerja lama/uang pesangon \$ \_\_\_\_\_
6. Uang Makan dan Perjalanan \$ \_\_\_\_\_
7. \*Uang sebagai ganti tiket pesawat/tiket pesawat pulang dgn penerbangan \_\_\_\_\_ (Maskapai) \$ \_\_\_\_\_
8. Lainnya (a) \_\_\_\_\_ \$ \_\_\_\_\_  
(b) \_\_\_\_\_ \$ \_\_\_\_\_

Tanda Tangan PLRT: \_\_\_\_\_ Tanggal: \_\_\_\_\_  
(Nama): ( \_\_\_\_\_ )

Tanda Tangan Majikan: \_\_\_\_\_ Tanggal: \_\_\_\_\_  
(Nama): ( \_\_\_\_\_ )

Disaksikan oleh (jika ada)(Td Tangan) : \_\_\_\_\_ Tanggal: \_\_\_\_\_  
(Nama): ( \_\_\_\_\_ )

Catatan 1 : Harap merujuk ke “Pedoman Praktis untuk Pemekerjaan para PLRTA – Apa Yang Harus Diketahui Oleh Para PLRTA dan Majikan Mereka” untuk hak-hak dan kewajiban-kewajiban para majikan dan PLRTA.

Catatan 2 : Ini adalah contoh dokumen untuk rujukan saja. Pihak-pihak yg merujuk ke contoh ini harus memastikan bahwa isi nya cocok untuk dipakai mereka sebelum mereka menggunakannya. Mereka juga diingatkan untuk mencari advis professional yg independen bila dirasa perlu.

\* Harap coret yg tidak perlu

# Thai version

## ตัวอย่างใบเสร็จรับเงินค่าจ้างจากการยกเลิก/ครบกำหนด ของสัญญาจ้าง

ข้าพเจ้า \_\_\_\_\_ บัตรประชาชนส่งกอง/หนังสือเดินทางเลขที่ \_\_\_\_\_

ได้รับเงินตามรายการข้างใต้จากนายจ้างของข้าพเจ้า \_\_\_\_\_ เมื่อ (วันที่) \_\_\_\_\_

\*เป็นเงินสด/เป็นเช็ค/โอนเข้าบัญชีธนาคารโดยตรง

1. เงินค่าจ้าง (จาก \_\_\_\_\_ ถึง \_\_\_\_\_) \$ \_\_\_\_\_

รวมถึงเงินชดเชยต่างๆตามรายการข้างใต้ :

(a) ค่าวันหยุดตามประเพณี (วันที่ : \_\_\_\_\_)

(b) ค่าวันหยุดประจำปี (จาก \_\_\_\_\_ ถึง \_\_\_\_\_)

(c) ค่าวันลาพักป่วย (จาก \_\_\_\_\_ ถึง \_\_\_\_\_)

(d) อื่นๆ (โปรดระบุ) : \_\_\_\_\_

2. ค่าอาหาร (จาก \_\_\_\_\_ ถึง \_\_\_\_\_) \$ \_\_\_\_\_

3. ค่าจ้างแทนการแจ้งล่วงหน้า \$ \_\_\_\_\_

4. ค่าจ้างวันหยุดประจำปีที่ยังไม่ได้ลา ( \_\_\_\_\_ วัน) \$ \_\_\_\_\_

5. ค่าการทำงานนาน/ค่าชดเชยในการที่นายจ้างไม่จำเป็นต้องจ้างลูกจ้างอีกต่อไป \$ \_\_\_\_\_

6. ค่าอาหารและค่าใช้จ่ายในการเดินทางที่นายจ้างต้องจ่าย \$ \_\_\_\_\_

7. \* การชำระเงินแทนตัวเครื่องบิน/ค่าตัวเครื่องบินที่ยกเลิกของ (สายการบิน)

\_\_\_\_\_ \$ \_\_\_\_\_

8. อื่นๆ (a) \_\_\_\_\_ \$ \_\_\_\_\_

(b) \_\_\_\_\_ \$ \_\_\_\_\_

ลายเซ็นชื่อผู้ช่วยแม่บ้าน : \_\_\_\_\_ วันที่ : \_\_\_\_\_

(ชื่อ) : ( \_\_\_\_\_ )

ลายเซ็นชื่อนายจ้าง : \_\_\_\_\_ วันที่ : \_\_\_\_\_

(ชื่อ) : ( \_\_\_\_\_ )

พยาน (ถ้ามี) (ลายเซ็นชื่อ) : \_\_\_\_\_ วันที่ : \_\_\_\_\_

(ชื่อ) : ( \_\_\_\_\_ )

หมายเหตุ 1 : โปรดอ้างอิงถึง “คู่มือแนะนำเกี่ยวกับการจ้างผู้ช่วยแม่บ้านต่างชาติ –

สิ่งที่ผู้ช่วยแม่บ้านต่างชาติและนายจ้างควรรู้” (Practical Guide for Employment of FDHs – What FDHs and Their Employers Should Know) เพื่อเรียนรู้สิทธิและหน้าที่ที่ต้องปฏิบัติของนายจ้างและผู้ช่วยแม่บ้าน

หมายเหตุ 2 : นี่คือตัวอย่างเอกสารสำหรับการอ้างอิงเท่านั้น

บุคคลที่จะเลือกใช้ตัวอย่างนี้ควรพิจารณาข้อความดังกล่าวว่าเหมาะสมหรือไม่หรือควรปรึกษาความคิดเห็นจากผู้เชี่ยวชาญก่อน



