D. H. Contract No. M

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.

SPECIMEN

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 in Hong Kong:

(*a*) a variation of the period of employment stated in Clause 2 through an extension of the said period of not more than one month by mutual agreement and with prior approval obtained from the Director of Immigration;

(*b*) a variation of the Employer's residential address stated in Clause 3 upon notification in writing being given to the Director of Immigration, provided that the Helper shall continue to work and reside in the Employer's new residential address;

(*c*) a variation in the Schedule of Accommodation and Domestic Duties made in such manner as prescibed under item 6 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.

SPECIMEN

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 .....

   .....

   .....

SPECIMEN

   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	☐ Yes	☐ No
(*b*) Toilet and bathing facilities	☐ Yes	☐ No
(*c*) Bed	☐ Yes	☐ No
(*d*) Blankets or quilt	☐ Yes	☐ No
(*e*) Pillows	☐ Yes	☐ No
(*f*) Wardrobe	☐ Yes	☐ No
(*g*) Refrigerator	☐ Yes	☐ No
(*h*) Desk	☐ Yes	☐ 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. The Employer shall inform the Helper and the Director of Immigration of any substantial changes in item 2, 3 and 5 by serving a copy of the Revised Schedule of Accommodation and Domestic Duties (ID 407G) signed by both the Employer and the Helper to the Director of Immigration for record.

SPECIMEN

Employer's name and signature	Date	Helper's name and signature	Date

* delete where inappropriate

☐ tick as appropriate