



Addendum to ID(E) 954, ID(E) 969 and ID(E) 989

Starting from 1 August 2008, employers of foreign domestic helpers (helpers) are not required to pay Employees Retraining levy (the levy) if the visas for the helpers are granted by the Immigration Department between 1 August 2008 and 31 July 2010.

For existing contracts with outstanding levy, employers have to settle the payment in the usual manner according to the schedule as specified by the Director of Immigration in the Payment Note (ID 971). If the contract is subsequently terminated prematurely with unused levy balance, the balance shall not be refunded or carried forward to the time after the suspension ends.

Between 1 August 2008 and 31 July 2010, advanced contract renewal is allowed. That is, the employer and the helper can enter into a new employment contract regardless of the existing contract has yet to run its 2-year full course. Under this advanced contract renewal arrangement, helpers are not required to leave Hong Kong after the termination of the existing contract. The application procedures are the same as those of normal contract renewal cases except that proof of the employer's financial position is waived. The employer shall also sign a specified written statement with the concerned helper, to confirm the termination of the existing contract including the effective date of termination, and to commit on the continuity of employment relationship between the new and the old contracts. Application for advanced contract renewal will normally be accepted within 4 weeks prior to the termination of the existing contract.

Under the existing immigration policy, helpers are permitted to remain in Hong Kong up to the permitted limit of stay or 2 weeks from the date of termination of contract, whichever is earlier. If they want to start a new contract with another employer, they have to leave Hong Kong before submitting the visa application.

Immigration Department
The Government of the Hong Kong
Special Administrative Region
August 2008



Immigration Department

The Government of

the Hong Kong Special Administrative Region

**Guidebook for
the Employment of
Domestic Helpers from Abroad**

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This booklet is issued free of charge.

If you require more information, please contact:

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Website: www.immd.gov.hk

I. Introduction

This Guidebook sets out the eligibility criteria, application procedures and points to note for persons who wish to employ a domestic helper from abroad (Helper).

II. Eligibility Criteria

2. Employers who wish to employ Helpers have to satisfy the following criteria:
- (a) The employer is financially capable of employing a Helper after his/her household expenditure has been deducted. In general, for every Helper to be employed, the employer must have a household income of no less than HK\$15,000 per month or assets of comparable amount to support the employment of a Helper for the whole contractual period. The monthly household income figure of HK\$15,000 may be adjusted by the Government of the Hong Kong Special Administrative Region (HKSAR) from time to time.
 - (b) The Helper and the employer shall enter into a standard Employment Contract (ID 407) as specified by the Director of Immigration.
 - (c) The Helper shall only be required to perform domestic duties for the employer as per the Schedule of Accommodation and Domestic Duties attached to the standard Employment Contract (ID 407).
 - (d) The Helper shall not be required or allowed by the employer to take up any other employment with any other person during his/her stay in the HKSAR and within the contract period specified in Clause 2 of the standard Employment Contract (ID 407).
 - (e) The employer undertakes to pay the Helper a salary that is no less than the minimum allowable wage announced by the HKSAR Government and prevailing at the date of application for employing the Helper.
 - (f) The Helper shall work and reside in the employer's residence¹ as specified in Clause 3 of the standard Employment Contract (ID 407).
 - (g) The Helper shall be provided with suitable accommodation and with reasonable privacy².
 - (h) The bona fides of the employer and Helper are not in doubt; there is no known record to the detriment of the employer and the Helper. For details of matters which will be taken into account, please refer to section IV on "Breaches" below.
 - (i) The employer is a bona fide resident in the HKSAR.

¹ Employers who have obtained the Director of Immigration's approval before 1 April 2003 to let their Helpers live out can continue to do so, so long as they continue to employ Helpers without a break of more than 6 months.

² Examples of unsuitable accommodation are: the Helper having to sleep on made-do beds in the corridor with little privacy or sharing a room with an adult or teenager of the opposite sex.

3. A Helper must be in possession of a proper visa before he/she travels to the HKSAR. The issuance of a visa to individual Helper is subject to the normal immigration requirements being met (such as holding a valid travel document with adequate returnability to his/her country of residence or citizenship; be of clear criminal record and raises no security or criminal concerns to the HKSAR, has no likelihood of becoming a burden on the HKSAR; etc). Employers who satisfy the above criteria should not assume that their Helper's visa application would be approved automatically.

III. Undertaking

4. All Helpers and their employers are required to give an undertaking to the Government of the HKSAR. If an employer breaches the undertaking under Part 6 of the "Application for Employment of Domestic Helper from Abroad" form (ID 988B), his/her conduct will be taken into account in considering any future application he/she may make to employ a Helper and any such application may be refused. If a Helper breaches the undertaking under Part 6 of the "Visa/Extension of Stay Application Form for Domestic Helper from Abroad" (ID 988A), his/her conduct will be taken into account in considering any future application for an employment visa or for an extension of stay in the HKSAR and any such application may be refused.

IV. Breaches

5. An employer will not normally be considered eligible to employ a Helper for a period of time where he/she has breached/has been convicted of any of the following breaches/offences:

- (a) Offences relating to a Helper(s) under immigration laws (including aiding and abetting in the breach of a condition of stay);
- (b) Offences relating to a Helper(s) under labour laws;
- (c) Offences relating to assault or harassment of a Helper(s); or
- (d) Breach of the standard Employment Contract (ID 407) or of the undertaking given to the Government of the HKSAR under Part 6 of the "Application for Employment of Domestic Helper from Abroad" form (ID 988B).

6. In addition to requiring the Helper to meet normal immigration requirements (see paragraph 3), the Director of Immigration will take the following offences/breaches into account in considering any future application by a Helper for an employment visa or for an extension of stay in the HKSAR and such future application will not normally be approved:

- (a) Offences under immigration laws; or
- (b) Breach of obligations under the standard Employment Contract (ID 407) or Undertaking to the Government of the HKSAR under Part 6 of the "Visa/Extension of Stay Application Form for Domestic Helper from Abroad" (ID 988A).

V. Levy

7. All employers are required to pay an Employees Retraining Levy (levy) in respect of the Helper to be employed to provide funds to train and retrain local workers. The levy payable is HK\$400 per month multiplied by the number of months covered by the employment contract. It shall be paid in a lump sum before the issuance of visa or by four equal instalments with the first instalment paid before the issuance of visa.

8. The levy is **not refundable** under any circumstances. However, if the Helper fails to arrive in the HKSAR or his/her employment contract is terminated before running its full course, the balance of levy paid will be taken into account by the Immigration Department when the employer applies for a replacement provided that such application is made **within four months** from the date the employer becomes aware of the failure of the defaulting helper to arrive in the HKSAR or to complete his/her contract of employment.

9. Employers should indicate their preference in the application form as to payment of the levy in one go or in four equal half-yearly instalments, with the first payment being made in person or through representative before the issuance of visa to the Helper. Payment can be made in cash or by cheque at the time of collection of the visa. Cheque must be crossed and made payable to "The Government of the Hong Kong Special Administrative Region". Post-dated cheque will not be accepted. A receipt will be issued for each payment of levy.

10. Thereafter employers may make the subsequent instalment payments as follows:

- (a) by mail/drop-in cheque/in person or through representative at the Foreign Domestic Helpers Section of the Immigration Department, Immigration Tower, 7 Gloucester Road, Wan Chai, Hong Kong; or
- (b) in person or through representative at the six Immigration Branch Offices at the following addresses:
 - (i) East Kowloon Office
Level 2, Sceneway Plaza, Sceneway Garden, 1-17 Sceneway Road, Lam Tin, Kowloon.
 - (ii) West Kowloon Office
M/Floor, Yau Ma Tei Carpark Building, 250 Shanghai Street, Yau Ma Tei, Kowloon.
 - (iii) Sha Tin Office
3rd Floor, Sha Tin Government Offices, 1 Sheung Wo Che Road, Sha Tin, N.T.
 - (iv) Fo Tan Office
Shops 405 & 406, 4th Floor, Jubilee Court Shopping Centre, 2-18 Lok King Street, Fo Tan, N.T.
 - (v) Yuen Long Office
Shop B, Ground Floor, Manhattan Plaza, 23 Sai Ching Street, Yuen Long, N.T.
 - (vi) Hong Kong Island Travel Documents Issuing Office
2nd Floor, Harbour Building, 38 Pier Road, Central, Hong Kong.
- (c) Office Hours
 - (i) Foreign Domestic Helpers Section, Immigration Tower
 - Monday – Friday 8:45 a.m. to 4:30 p.m
 - Saturday 9:00 a.m. to 11:30 a.m.

- (ii) Immigration Branch Offices (except Hong Kong Island Travel Documents Issuing Office)
 Monday – Friday 9:00 a.m. to 12:45 p.m. and 2:00 p.m. to 4:30 p.m.
 Saturday 9:00 a.m. to 12:30 p.m.
- (iii) Hong Kong Island Travel Documents Issuing Office
 Monday – Friday 9:00 a.m. to 4:30 p.m.
 Saturday 9:00 a.m. to 12:30 p.m.

11. Where a Helper fails to arrive or to complete his/her contract of employment and a replacement application is made within 4 months of the date of failure, the balance of the levy for the defaulting Helper will be taken into account in calculating the levy required for the new Helper. Supposing the unused balance of levy is B, the amount of levy required is calculated as follows:

Payment in one go

\$9,600 - B

	<u>Example (1)</u>		<u>Example (2)</u>
B=\$5,200	Payment : \$4,400	B=\$800	Payment : \$8,800

Instalment payments

Deduct B from initial instalment

	<u>Example (1)</u>	<u>Example (2)</u>
	B : \$5,200	B : \$800
1 st : \$2,400 – B	1 st : 0	\$1,600
2 nd : \$2,400 – Ba (if any)	2 nd : 0	\$2,400
3 rd : \$2,400 – Bb (if any)	3 rd : \$2,000	\$2,400
4 th : \$2,400 – Bc (if any)	4 th : \$2,400	\$2,400

Ba, Bb and Bc are residual balance of levy after deduction in the preceding instalment where B is more than \$2,400.

12. The employer is required to pay the whole instalment (\$2,400) irrespective of the actual period the Helper will work/has worked for the employer in that instalment period. On the other hand, determination on the amount of transferable levy will be on monthly basis and any number of day(s) less than one month will be counted as one month e.g. If the employer has paid for the first instalment and is going to prematurely terminate his/her Helper in the 7th month of the employment period, he/she is required to pay the second instalment in full (\$2,400) and he/she will have 5 months of transferable levy (\$2,000) to the replacement Helper.

13. If an employer fails to settle any of the instalments, the entire outstanding levy will become overdue immediately and the Government may take legal action against the employer to recover the outstanding instalment(s). Immigration Department will also take into account such adverse record if he/she submits another application for importing Helper. He/She may thus be considered ineligible for employment of Helper from abroad for a certain period of time.

14. If an employer has prematurely terminated his/her FDH, he/she is required to pay the instalment(s) covering the period of employment only e.g. The employer, who has paid the first instalment, prematurely terminates his/her Helper in the 7th month of the employment contract. He/She is required to pay the second instalment in full only.

VI. Application Procedures

15. The notes below are aimed at helping employers to submit applications direct to the Director of Immigration for an entry visa for a new Helper. List of forms and documents in support of an application to employ a domestic helper from abroad is at section XII for easy reference. Please follow the procedures step by step. Omitting a step may result in delay or refusal of the application.

Step 1. Arrange with the Helper to complete the Visa/Extension of Stay Application Form for Domestic Helper from Abroad (ID 988A) and four copies of the standard Employment Contract (ID 407)

Please note that:

- (a) The Visa/Extension of Stay Application Form for Domestic Helper from Abroad (ID 988A) should be completed and signed by the Helper. A photograph of the Helper has to be affixed to the form (ID 988A).
- (b) All four copies of the standard Employment Contract (ID 407) should be completed and signed by the employer and then forwarded to the Helper for his/her agreement and signature. The completed standard Employment Contract (ID 407) should be distributed as follows:
 - > one copy each for retention by the employer and Helper;
 - > one copy for the consulate concerned in the HKSAR; and
 - > one copy for the Immigration Department for the purpose of applying for a visa for the Helper.
- (c) When submitting the application, the employer has to enclose:
 - (i) copy of the Helper's travel document containing his/her personal particulars, its date of expiry, details of any re-entry visa to his/her place of origin held (if applicable);
 - (ii) an original copy of the standard Employment Contract (ID 407) which should have been notarised by the appropriate consulate in the HKSAR if so required by the relevant consulate;
 - (iii) copy of the Helper's Hong Kong Identity Card (if any); and
 - (iv) a completed Acknowledgement Card (ID 813) if the employer wants the Immigration Department to acknowledge receipt of the application.

Note: The Helper's signatures on all the forms mentioned above and the standard Employment Contract (ID 407) are to be the same as that on his/her passport.

The Helper must hold a valid national passport. Any given permission to stay in Hong Kong will expire on a specified date which in any case shall not be beyond one month prior to the expiry of the passport.

Step 2. Complete the Application for Employment of Domestic Helper from Abroad (ID 988B)

- (a) Please complete every item; and
- (b) Remember to sign.

Note: The employer's signatures on the application form are to be the same as that on the standard Employment Contract (ID 407).

Step 3. Complete two Mailing Labels (ID 839) in English or Chinese in full

Step 4. Enclose the following supporting documents:

- (a) A copy of the employer's Hong Kong Permanent Identity Card/Hong Kong Identity Card. If the employer is not a Hong Kong permanent resident, a person with right to land or on unconditional stay, please also make a copy of the travel document showing the employer's personal particulars and the latest Hong Kong Immigration stamp.
- (b) Evidence showing that the employer is financially capable of employing a Helper after his/her household expenditure has been deducted. Examples of such evidence are:

If the employer is an employee of a company

- (i) Latest notice of assessment and demand for tax issued by the Inland Revenue Department; or
- (ii) Bank passbook/statement showing auto-payment of the monthly salary for the last 3 months; or
- (iii) Salary statements/slips issued by the employer's company for the last 3 months; or
- (iv) Evidence showing that the employer is in control of substantial assets such as recent properties tax assessment, fixed deposits/bank savings statements for the last 6 months (with an aggregated amount of no less than HK\$350,000), etc.

If the employer is self-employed or a company director

- (v) Latest notice of assessment and demand for tax issued by the Inland Revenue Department; or
 - (vi) Company profit tax assessment return together with evidence to show the employer's connection with the company such as Certificate of Business Registration/Return of Share Allotment [Form 1(b)]; or
 - (vii) Bank reference letter showing banking facilities granted to the employer's company or evidence showing that the employer is in control of substantial assets such as recent properties tax assessment, fixed deposits/bank savings statements for the last 6 months (with an aggregated amount of no less than HK\$350,000), etc.
- (c) Proof of the employer's residential address as reported in the standard Employment Contract (ID 407), that is the latest demand for rates note or water/telephone/electricity etc. utility bills within the last 3 months.

- If the contractual address refers to a flat in a housing estate run by the Housing Department/Hong Kong Housing Society:
 - (i) letter of consent from the Housing Department/Hong Kong Housing Society, granting permission for the Helper to reside in the premises; and
 - (ii) copies of page 1 to 4 of the tenancy agreement with the Housing Department/Hong Kong Housing Society showing the address and personal particulars of the family members.
- If the documentary evidence is not in the employer's name, please provide additional proof to show the relationship, such as copy of birth certificate, marriage certificate, company's annual return, Return of Share Allotment [Form 1(b)], etc.
- (d) Testimonial of the Helper showing that he/she has at least two years' working experience as domestic helper. The testimonial must contain the name and address of the writer to facilitate verification.

Step 5. Please send all the required documents above by post or in person to the following address:

Director of Immigration
 The Government of the Hong Kong Special Administrative Region
 Receipt and Despatch Unit
 2nd Floor, Immigration Tower, 7 Gloucester Road
 Wan Chai, Hong Kong

- Note:**
- (i) Unless asked to do so, please do not send in originals of the supporting documents (except standard Employment Contract (ID 407)).
 - (ii) It is an offence to make false statements or representations to an immigration officer. A person who knowingly and wilfully makes a statement or gives information which he/she knows to be false or does not believe to be true shall be guilty of an offence under the laws of the HKSAR and any such visa issued shall have no effect. Any aider and abettor in such offence is also liable to criminal prosecution.
 - (iii) An application with incomplete supporting documents will not be accepted and will be returned to the employer or his/her representative.

16. The forms listed above can be obtained from the Information and Liaison Section, Immigration Department, 2nd Floor, Immigration Tower, 7 Gloucester Road, Wan Chai, Hong Kong or any Immigration Branch Office.

17. Notwithstanding that the employer has sent in all the supporting documents, the employer may still be required to attend an interview in connection with the application. Furthermore, other documents in support of the application may be required by the processing officer in individual cases.

18. If the application is approved, the employer will be notified by letter to collect the visa at the Immigration Department. The employer will be required to pay a visa fee of HK\$160 and the Employees Retraining Levy upon issuance of the visa.

19. If the application is rejected, the employer will be notified in writing.

20. It normally takes about four to six weeks to process an application for the employment of a Helper upon receipt of necessary documents. Please do not make enquiries about the progress of the application unless it is absolutely necessary as it may delay the processing of the application.

21. The above represents requirements laid down by the Director of Immigration of the HKSAR. The employer is advised to find out from the relevant consulate in the HKSAR the latest requirements and policies on employment and immigration matters which may affect the Helper's employment in the HKSAR before submitting the contracts to the Director of Immigration in support of the Helper's application for a visa.

VII. Contract Renewal with the Same Employer

22. Helpers who wish to renew their employment contracts with their existing employers shall make fresh applications to the Immigration Department and the application with normally be accepted **within four weeks** prior to the expiry of the existing contract. Applications should be submitted in person or by authorised person to the Foreign Domestic Helpers Section or the five Immigration Branch Offices with addresses at paragraph 10(b)(i)-(v) (Hong Kong Island Travel Documents Issuing Office does not accept the applications). In submitting the application, the Helpers should enclose the following documents:

- (a) Visa/Extension of Stay Application Form for Employment as Domestic Helper from Abroad (ID 988A);
- (b) Application for Employment of Domestic Helper from Abroad (ID 988B);
- (c) original copy of the new standard Employment Contract (ID 407);
- (d) original of his/her current employment contract;
- (e) original of his/her travel document;
- (f) copy of his/her Hong Kong Identity Card (if any);
- (g) copy of the proof of the employer's financial position; and
- (h) original and copy of the proof of the employer's residential address.

Applications submitted after the expiry of the contract and the Helper's valid limit of stay in Hong Kong will **not** be accepted.

23. In accordance with Clause 13 of the standard Employment Contract (ID 407), the Helper shall, upon expiry of an old contract and before the commencement of a new contract, return to his/her place of origin for vacation with the return fare paid by the employer. A Helper should not stay in the HKSAR longer than the permitted period of stay.

24. Under normal circumstances, the Helper should return to his/her place of origin after the completion of contract and apply for a visa to return to the HKSAR to start the new contract. If circumstances do not permit the Helper to return to his/her place of origin for vacation immediately upon expiry of the old contract, subject to the employer's and Helper's mutual agreement, the Helper may apply for an extension of stay for him/her to defer the vacation leave. The Helper and employer shall complete the relevant parts of ID 988A and ID 988B respectively and submit them to the Director of Immigration for consideration.

25. On application, an extension of stay of normally not exceeding one year may be granted by the Director of Immigration upon payment of an extension fee. Further extension of stay within the contract period will not be allowed. Therefore, arrangements should be made for the Helper to return to his/her place of origin for vacation within the one-year extension period, and for the Helper to use the visa (with visa fee waived and with a validity in line with the extension of stay granted) to enter the HKSAR to complete the contract.

Note: Please note that the expiry date of the standard Employment Contract (ID 407) is not the end date of the Helper's stay in the HKSAR. The actual end date is the limit of stay on the Helper's passport. Helpers who remain in Hong Kong after the permitted period are liable to prosecution and are subject to a fine of up to HK\$50,000 and imprisonment for up to two years on conviction. They are also liable to removal from the HKSAR after serving the sentence. Persons so removed will not be allowed to come to the HKSAR to work as Helpers. Any person who aids and abets a Helper to remain in Hong Kong after the permitted period is also liable to criminal prosecution.

VIII. Change of Employer

26. Helpers are admitted only for a specific job with a named employer, and for a limited period. Application to change employers in the HKSAR within the two-year contract will not as a rule be approved. If the Helper wishes to take up employment with a new employer in the HKSAR, he/she must return to his/her place of origin and apply for the appropriate visa directly to the Director of Immigration either by post or through his/her employer.

27. At the end of the two-year contract, the Helper will be required to return to his/her place of origin for vacation. An application for change of employment by the Helper at the end of the two-year contract may be made in the HKSAR in the same manner as contract renewal with the same employer as stated above. However, the application must be submitted by the Helper in person to the Foreign Domestic Helpers Section, Immigration Tower, 7 Gloucester Road, Wan Chai, Hong Kong. In addition, a release letter from the current employer showing the date of expiry/termination of the contract is required. Application for a visa to enable the Helper to return to the HKSAR to start employment with a new employer may be made but the Helper is required to go back to his/her place of origin within his/her limit of stay before returning to the HKSAR to work under the new contract.

28. The Helper is required to await notification from the Immigration Department of the HKSAR for an interview in connection with the application. Where necessary, the new employer may also be required to attend.

29. The Helper or employer will be notified of the outcome of the application. The Helper is not permitted to start work for the new employer until the application is approved by the Director of Immigration.

IX. Standard Employment Contract and Terms of Employment for Helpers

Application of Hong Kong Laws

30. The standard Employment Contract (ID 407) is the only contract acceptable to the Immigration Department, the Government of the HKSAR, whenever an application is made by an employer to employ a domestic helper from abroad. This contract is governed by Hong Kong laws, in particular, the Employment Ordinance (Chapter 57), the Immigration Ordinance (Chapter 115) and the Employees' Compensation Ordinance (Chapter 282).

Production of Contract Upon Entry into Hong Kong

31. A copy of the contract should be carried by the Helper upon arrival in the HKSAR. It may be required for inspection by the Immigration Officer/Immigration Assistant at the entry point.

Explanatory Notes for the Standard Employment Contract

Home address of the Helper

32. Clause 1: The home address of the Helper in his/her place of origin should be inserted.

Commencement date

33. The standard Employment Contract (ID 407) is effective for two years. At the end of the period, the Helper will be required to return to his/her place of origin at the employer's expense. The commencement date of the contract should be specified in Clause 2 by choosing either one of the following:

- (a) Clause 2(A) is for all newly arrived Helpers and those returning to the HKSAR after taking home leave (without deferment) to take up employment under a new or renewed contract.
- (b) Clause 2(B) is generally used when the Helper and the same employer renew another contract of employment with home leave deferred.
- (c) Clause 2(C) is for those Helpers who are starting another contract with a new employer with home leave deferred.

Live-in requirement

34. Clause 3: The Helper should work and reside in the employer's residence³ as stated in the contract.

Restrictions on employment

35. Clause 4(a): The Helper should only perform domestic duties for the employer specified in the contract. The employer should not require or allow the Helper to carry out any non-domestic work. Domestic duties to be performed by the Helper under the employment contract exclude driving of a motor vehicle of any description for whatever purposes, whether or not the vehicle belongs to the employer, except where prior approval for the Helper to undertake driving duties has been given by the Director of Immigration in accordance with Clause 15(d).

³ Employers who have obtained the Director of Immigration's approval before 1 April 2003 to let their Helpers live out can continue to do so, so long as they continue to employ Helpers without a break of more than 6 months.

36. Clause 4(b): The Helper should not take up any other employment, including part-time domestic duties, with any other person. The employer should not require or allow the Helper to carry out any work for any other person.

37. Any breach of Clause 4(a) and 4(b) of the contract which forms part of the conditions of stay to be imposed on the Helper will render the Helper and/or the aider and abettor liable to criminal prosecution.

Payment of wages

38. Clause 5(a): The amount of wages shall not be less than the minimum allowable wage announced by the Government of the HKSAR and prevailing at the date of the contract. An employer who fails to pay the wages due under the employment contract shall be liable to criminal prosecution.

39. Wages shall be paid by the employer in cash or, with the Helper's consent, by cheque or into the Helper's bank account.

Deduction from wages

40. No deduction may be made by an employer from the wages of his/her Helper other than as permitted under the Employment Ordinance. Examples of deductions allowed under the Employment Ordinance are:

- (a) deduction for absence from work not exceeding a sum proportionate to the period of absence;
- (b) for damage to or loss of the employer's goods, equipment or property, subject to a limit of HK\$300, and other conditions as stipulated in the Employment Ordinance;
- (c) deductions for the recovery of any advance or over-payment of wages made by the employer to the Helper but subject to a maximum of one quarter of the wage payable in one wage period.

41. Except with the approval in writing of the Commissioner for Labour, the total of all deductions, excluding those for absence from work, made in any one wage period must not exceed one half of the wages payable for that period.

42. Under the Employment Ordinance, any employer who underpays wages commits an offence and is liable to a fine of HK\$350,000 and to imprisonment for three years; and any person who unlawfully deducts wages commits an offence and is liable to a fine of HK\$100,000 and to imprisonment for one year.

Food allowance (if no food is provided to the Helper)

43. Clause 5(b): The agreed amount of food allowance should not be less than HK\$300 per month.

Repatriation of the Helper

44. Clause 7(a): Should the Helper be unavoidably delayed in leaving Hong Kong after the termination or expiry of his/her contract, he/she should apply to the Director of Immigration for a short extension of stay before his/her permitted stay expires. No allowance shall be payable in respect of any period in which the Helper, of his/her own wish, extends his/her stay in Hong Kong.

45. Clause 7(b): Travelling by the most direct route will normally mean a journey undertaken by the Helper as expeditiously as possible with no undue delay or deviation en route to the destination. Whether the travelling is regarded as the most direct route will depend on the circumstances of each case e.g. the availability of direct flight or other suitable and convenient transport between two places. An example of a Helper not travelling by the most direct route would be the Helper making a stopover en route for personal reasons.

Reimbursements of fees and expenses incurred by Helper

46. Clause 8 :

- (a) The list of fees and expenses mentioned in this clause is not exhaustive. The parties should specify any other relevant items other than (i) to (v) at item (vi) according to individual circumstances.
- (b) The employer is advised to check with their agent (if any) or the appropriate consulate in Hong Kong as to the exact amount of the administration fee mentioned in item (v) and the nature and amount of other fees mentioned at item (vi) (if any). Such administration fee and other fees may vary among different countries.

Insurance policies for the Helper

47. Clause 9 :

- (a) Part IV of the Employees' Compensation Ordinance provides that all employers are required, by law, to take out insurance policies to cover their full liabilities.
- (b) The liability of the employer to provide free medical treatment for the Helper who is ill or suffering from personal injury not attributable to his/her employment is normally not covered by insurance policy for the purpose of Part IV of the Employees' Compensation Ordinance. Employers are advised to take out comprehensive insurance policy to cover their liability and potential medical and other expenses under the Employee's Compensation Ordinance, the Employment Ordinance, the common law and this clause.

Termination of contract without notice by employer

48. Clause 11 : The employer may terminate the contract without notice or payment in lieu if the Helper, in relation to his/her employment:

- (a) wilfully disobeys a lawful and reasonable order;
- (b) misconducts himself/herself, such conduct being inconsistent with the due and faithful discharge of his/her duties;
- (c) is guilty of fraud or dishonesty;
- (d) is habitually neglectful in his/her duties; or
- (e) has caused the employer, on any other ground, to be entitled to terminate the contract without notice at common law.

Termination of contract without notice by Helper

49. Clause 11 : The Helper may terminate the contract without notice or payment in lieu:

- (a) if he/she reasonably fears physical danger by violence or disease which was not contemplated by his/her contract of employment expressly or by necessary implication;

- (b) if he/she is subject to ill-treatment by the employer; or
- (c) on any other ground on which he/she would be entitled to terminate the contract without notice at common law.

Entering into new contract

50. Clause 13: This vacation leave period is in addition to the statutory provisions of annual leave.

Extension of contract for a short period

51. Clause 15(a): If the Helper and employer wish to lengthen the contract by a short period, the Helper should apply to the Director of Immigration for an extension of stay in Hong Kong. Such extension of stay will only be granted where there are exceptional circumstances. Extension will not normally be granted in respect of renewal of contracts. The Director of Immigration has sole discretion to determine whether an extension of stay will be granted. An extension of more than one month will not normally be granted in any situation.

Medical certificate of the Helper

52. Clause 17: The Helper should submit his/her medical certificate to the employer for inspection. The employer is advised to scrutinise the medical certificate before sponsoring the Helper's application for an employment visa for Hong Kong.

Breaches of contract

53. Any breach of Clause 3, 4(a), 4(b) and 5(a) of the contract will be a breach of the undertaking to the Government of the HKSAR. Please see the "Undertaking" section for the consequences of breaching the undertaking.

Requirement of consulate

54. The employer is advised to check with the appropriate consulate in the HKSAR for any necessary requirements or formalities to be followed before submitting the contracts to the Director of Immigration of the HKSAR in support of the Helper's application for a visa.

Essential Points of Employment Ordinance

55. Employers should adhere to all provisions of the Employment Ordinance. In particular, they should pay attention to the following provisions:

Paid annual leave

56. Under the Employment Ordinance, the Helper is entitled to annual leave with pay within a period of 12 months following completion of 1 year's service. If the employment contract is terminated for whatever reason, including the Helper's resignation but excluding summary dismissal by the employer in accordance with Clause 11, after 3 months or more but less than 12 months, he/she should be paid a pro rata sum in lieu of annual leave.

Statutory holidays

57. The employer is required to grant statutory holidays to the Helper in accordance with the Employment Ordinance.

58. If the Helper has worked continuously for the employer for 3 months preceding any of these holidays, he/she is entitled to be paid for that holiday.

Rest day

59. Under the Employment Ordinance, the Helper is entitled to not less than 1 rest day in every period of 7 days. A rest day is a continuous period of not less than 24 hours. The dates of the weekly rest day will be appointed by the employer who must, unless the rest days are on a regular basis, notify the Helper before the beginning of each month.

Sickness allowance

60. Under the Employment Ordinance, the Helper is entitled to sickness allowance at the rate of 2 paid sickness days for each completed month of employment during the first 12 months of employment and 4 paid sickness days for each month of service thereafter. Paid sickness days may be accumulated up to a maximum of 120 days.

61. The daily rate of sickness allowance is equal to four-fifths of the average daily wages.

62. The Helper is not entitled to sickness allowance if the sick leave is less than 4 consecutive days.

Other main provisions of the Employment Ordinance

63. Apart from the above, employers should take note of the following provisions of the Employment Ordinance:

- (a) Maternity protection;
- (b) Severance payment;
- (c) Long service payment; and
- (d) Employment protection.

For details of the calculation of various employment rights and benefits, please refer to “A Concise Guide to the Employment Ordinance”. Copies of the Guide can be obtained at the branch offices of the Labour Relations Division or downloaded from the homepage of the Labour Department.

Notes

64. The standard Employment Contract (ID 407) is not transferrable and if for any reason it is terminated before the standard contract period of two years has been completed, the initiating party should in writing inform the other party of the exact date of termination of the contract. Both the employer and the Helper should notify the Director of Immigration in writing of the date of termination of the contract within 7 days following the termination. The employer should also provide the Director of Immigration with a copy of the written notice of termination.

65. Helpers are normally admitted for a period of two years or until two weeks after termination of contract, whichever is the earlier.

66. Helpers are not admitted to Hong Kong for settlement. They are not eligible to bring their dependants to Hong Kong for residence.

67. Execution of the employment contract does not mean that the Helper will necessarily be granted an employment visa for the HKSAR or that he/she will be granted permission to remain for the entire period of the employment contract.

68. The above explanatory note may vary from time to time and should be read in conjunction with and subject to any laws relating to employment and immigration. For details of the relevant statutory provisions, please refer to the Employment Ordinance, the Employees' Compensation Ordinance and the Immigration Ordinance.

X. Statement of Purpose

Purpose of Collection

69. The personal data provided in the application form will be used by the Immigration Department for one or more of the following purposes :-

- (i) to process your application;
- (ii) to administer/enforce relevant provisions of the Immigration Ordinance (Chapter 115) and Immigration Service Ordinance (Chapter 331), and to assist in the enforcement of any other Ordinances and Regulations by other government bureaux and departments through carrying out immigration control duties;
- (iii) to process other person's application for immigration facilities in which you are named as a sponsor or referee;
- (iv) for statistics and research purposes on the condition that the resulting statistics or results of the research will not be made available in a form which will identify the data subjects or any of them; and
- (v) any other legitimate purposes as may be required, authorised or permitted by law.

You are not obliged to provide personal data sought in the application form. If you do not provide sufficient information, we may not be able to process your application.

Classes of Transferees

70. The personal data you provide may be disclosed to government bureaux, departments and other organisations for the purposes mentioned above.

Access to Personal Data

71. You have a right to request access to and correction of your personal data as provided in sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance (Chapter 486). Your right of access includes the right to obtain a copy of your personal data provided in the application form subject to payment of a fee.

72. Enquiries concerning the personal data collected by means of the application form, including making access and corrections, should be addressed to:-

Chief Immigration Officer, Foreign Domestic Helpers Section
Immigration Department, Immigration Tower, 7 Gloucester Road
Wan Chai, Hong Kong
Tel.: 2829 3176

XI. Enquiries

73. Enquiries on the application procedures and requirements should be directed to the Immigration Department of the HKSAR:

Telephone: 2824 6111
Fax: 2877 7711
E-mail address: enquiry@immd.gov.hk
Website: www.immd.gov.hk
Address: Information and Liaison Section
Immigration Department
2nd Floor, Immigration Tower
7 Gloucester Road
Wan Chai
Hong Kong

XII. Checklist of Forms and Documents Required for Application for Domestic Helpers from Abroad

S/N	Forms/Documents required	Type of Application		
		Entry visa	Renew contract	Change employer
1.	Visa/Extension of Stay Application Form for Domestic Helper from Abroad (ID 988A)	✓	✓	✓
2.	Application for Employment of Domestic Helper from Abroad (ID 988B)	✓	✓	✓
3.	An original copy of the new standard Employment Contract (ID 407)	✓	✓	✓
4.	An original copy of the current standard Employment Contract (ID 407)		✓	
5.	Original of the Helper's travel document		✓	✓
6.	Copy of the Helper's travel document	✓		✓
7.	Copy of the Helper's Hong Kong Identity Card (if any)	✓	✓	✓
8.	Copy of the employer's Hong Kong Permanent Identity Card/Hong Kong Identity Card/passport	✓		✓
9.	Proof of the employer's financial position (Copy)	✓	✓	✓
10.	Proof of the employer's residential address (Original & Copy)	✓*	✓	✓
11.	Testimonial of the Helper	✓		
12.	Release letter from current employer showing the date of expiry/termination of the contract			✓
13.	Acknowledgement card (ID 813)	✓		
14.	Two mailing labels (ID 839)	✓		

* Original residential proof will be required upon collection of the visa



Amendment Notice

Applicants should take note of the following new arrangements:

1. Applicants are no longer required to submit acknowledgement card (ID 813) or mailing labels (ID 839). Upon receipt of an application, Hong Kong Immigration Department will send out an acknowledgement letter.
2. For applications submitted to the Hong Kong Immigration Department direct, payment of fees can be made by EPS.

Immigration Department
The Government of the Hong Kong
Special Administrative Region
May 2009

Amendment Notice to ID 903A(11/08), ID(E) 954(3/2004), ID(E) 969(12/07), ID(E) 989(12/07), ID(E) 991(10/08), ID(E) 993(10/08), ID(E) 996(10/08), ID(E) 998(10/08), ID(E) 1000(10/08), ID(E) 1002(10/08), ID(E) 1002(02/09) & ID(E) 1004(10/08)



修訂通告

申請人需留意以下的新安排:

1. 申請人無需再遞交認收通知卡 (ID 813) 或郵寄標籤 (ID 839)。香港入境事務處在接獲申請後，會寄出認收通知信。
2. 如申請是直接向香港入境事務處遞交，費用可以易辦事繳交。

香港特別行政區政府
入境事務處
二零零九年五月

ID 903(11/08), ID(C) 954(3/2004), ID(C) 969(12/07), ID(C) 989(12/07), ID(C) 991(10/08), ID(C) 993(10/08), ID(C) 996(10/08), ID(C) 998(10/08), ID(C) 1000(10/08), ID(C) 1002(10/08), ID(C) 1002(02/09)及 ID(C) 1004(10/08)的修訂通告