

EMPLOYMENT CONTRACT**(For an employee recruited from outside Hong Kong under the Enhanced Supplementary Labour Scheme)**

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

1. The employee’s place of origin¹ for the purposes of this employment contract is _____.
2. The employee shall be employed by the employer as _____ for _____ months² commencing on the day on which the employee arrives in Hong Kong / on _____ (dd/mm/yyyy)*. The employee shall only work for the employer during the period of employment. The employee shall not be required to undertake duties other than those set out in Part 1 of Schedule. Nor shall the employee be required to undertake those duties set out in Part 1 of Schedule for any person other than the employer. 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 (a) the employer shall obtain a new approval from the Labour Department for importing worker(s) beforehand; and (b) the employer shall enter into a new employment contract (in the form of the Standard Employment Contract (LD 294) prescribed by the Labour Department) with the employee. 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 place(s) specified in Part 2 of Schedule (“place of employment”).
5. The employee shall receive:
 - (a) wages (excluding any overtime pay) of HK\$ _____ per month;
 - (b) overtime pay at _____%³ of the hourly wage rate of Clause 5(a) if he/she* is required to work more than the normal number of days or the normal number of hours as stated in Clause 7; and
 - (c) any other sum payable to the employee under other provisions of this employment contract or the laws of Hong Kong.
6. The wage period shall be one month/half-a-month*. Wages (including overtime pay payable, if any; and (if applicable) after deducting any accommodation fee pursuant to Clause 12(a)) shall become due on the expiry of the last day of the wage period and shall be paid as soon as practicable but in any case not later than seven days thereafter. Similarly, upon completion or termination of this employment contract, any sums due in respect of this employment contract (including any wages and any overtime pay payable), if any, must be paid within seven days upon such completion or termination.
7. Normal days of work shall be _____ days per week and 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, if any; and (if applicable) after deducting any accommodation fee pursuant to Clause 12(a)) 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 shall be subject to the written consent of the employee and the prior approval in writing by the Commissioner for Labour. No deductions shall be made by the employer from the wages of the employee other than pursuant to this employment contract or in accordance with the Employment Ordinance, Chapter 57. The employer, or any other person acting on the employer’s behalf, shall not, directly or indirectly, enter into any agreement with the employee requiring the employee to surrender to the employer all or part of the wages or any sum to which the employee is entitled under this contract of employment; or demand or receive any such rebates from the employee.
10. The employee shall be entitled to not less than one rest day in every period of seven days and statutory holidays 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 in respect of the first and 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 within eight weeks from the day on which the employee arrives in Hong Kong, the

purpose of which is to brief the employee on his/her* rights and benefits under the employment contract and the conditions of the Enhanced 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.

12. ☐ (a) The employer shall provide the employee with suitable, furnished accommodation of a standard specified in Part 3 of Schedule in Hong Kong/on the Mainland*⁴.
- ☐ The employer will provide the accommodation free of charge.
- ☐ The employer will not provide the accommodation free of charge. The accommodation fee in respect of a period that the employee occupies the accommodation shall be equal to the actual cost of accommodation or 20% of the amount of wages (excluding any overtime pay) payable to the employee for the corresponding period calculated in accordance with Clause 5(a), whichever is the less. The employer may deduct the accommodation fee from the wages payable to the employee for the corresponding period.
- ☐ (b) The employee will reside in his/her* residential premises on the Mainland⁵.
13. If meals are provided by the employer to the employee, they shall be provided free of charge.
14. If the employer provides the employee with accommodation, the employer and employee shall allow officers of the Labour Department to enter and inspect the accommodation provided by the employer in Hong Kong at all reasonable times for the purpose of ascertaining whether the employer has discharged its obligation in providing the employee with suitable and furnished accommodation in accordance with Clause 12(a).
15. Prior to the signing of this employment contract the employee shall, at the expense of the employer, be medically examined as to his/her* fitness to perform the work contemplated by this employment contract, and the employee shall produce a medical certificate to this effect to the employer for inspection. The Parties hereby declare that the employee has been medically examined as to his/her* fitness for employment and his/her* medical certificate has been produced for inspection by the employer.
16. (a) In the event that the employee is ill or suffers personal injury during the period of employment specified in Clause 2, except for the period during which the employee leaves Hong Kong of his/her* own volition and for his/her* own personal purposes (other than for returning to the accommodation provided by the employer on the Mainland in accordance with Clause 12(a) or to his/her* residential premises on the Mainland referred to in Clause 12(b)), 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 registered 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 to his/her* place of origin at no cost to the employee.
17. The employer shall provide the employee with free passage from the employee's place of origin to Hong Kong and, on completion or termination of this employment contract, free return passage to the employee's place of origin. The employer shall also pay, or reimburse the employee for, the entry permit/visa fees and the subsequent extension fees of such permit/visa incurred in relation to this employment contract.
18. The employer shall pay the levy referred to in, and in accordance with, 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'*⁶ 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 Employment 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 approved in writing by the Labour Department.
- (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 shall prevail and the employment contract shall 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

Part 1: The Duties of the Employee

The employee's duties are as follows:

**(Please affix here the Annex (i.e. the relevant duties of the employee)
to the letter giving approval-in-principle for application
under the Enhanced Supplementary Labour Scheme issued by the Labour Department)**

Part 2: Place of Employment

1. Address:

2. Address*:

3. Address*:

4. Address*:

5. Address*:

Part 3: Standard of Accommodation to be provided by the employer

If Clause 12(a) applies, the employer shall provide the employee with accommodation of the following standard:

- (1)

clean and self-contained with a minimum net usable floor area of 3.4 square metres per person and equipped, at no cost to the employee, with:

(a)

toilet, bathing and cooking facilities;

(b)

electricity and potable water supply⁷; and

(c)

essential furniture, appliances and supplies, including beds, blankets, pillows, electric fans and refrigerator;
- (2)

bedrooms and common/living rooms shall be separated; and
- (3)

there shall be no more than six beds in one bedroom.

The employer / representative authorised by the employer*

(Name)

(Title)

(Signature)

in the presence of

(Name of witness)

(Signature)

Date:

The employee (name)

(Signature)

in the presence of

(Name of witness)

(Signature)

Date:

¹

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

²

Must not exceed 24 months.

³

Must not be less than 100%.

⁴

Applicable only if the employee’s place of origin is the Mainland.

⁵

Applicable only if the employee’s place of origin is the Mainland.

⁶

Must not be less than seven days.

⁷

The employee occupying the accommodation shall be responsible for paying the recurrent utility charges (including water, electricity and gas charges) in addition to the accommodation fee under Clause 12(a) of this employment contract.

Please mark a “✓” at the appropriate box.

*

Delete whichever is inapplicable.