

## Agency Hire Service Agreement

### 代理聘請服務協議

This Agreement is made between KL Home Care Ltd. ("KL") and the Client (the "Client"):  
 本協議由健樂護理有限公司（以下簡稱“本公司”）與僱主（以下簡稱“客戶”）共同簽訂：

The Client (Prof./Dr./Mr./Ms./Mrs./Miss) 客戶(教授/博士/先生/女士/夫人/小姐)  _____ HK Identity Card No.: _____ 香港身份證號碼:	Residential Address: 住址:  _____ _____
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History of Employing FDHs in Past Two Years 過去兩年僱工僱傭歷史		
Name of FDH 僱工姓名	Employment Period (MMYY-MMYY) 僱傭日期 (月/年 - 月/年)	How did the Contract Ended 僱傭合約終止原因

FDH's Name: 僱工姓名:  _____ FDH Nationality: 僱工國籍: Filipino/Indonesian/Thai/Burmese 菲律賓/印尼/泰國/緬甸	FDH Reference No.: 僱工編號:  _____ FDH Passport No.: 僱工護照編號:  _____
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Date:  
簽訂日期:

For and on behalf of  
 KL Home Care Ltd.  
 健樂護理有限公司  
 授權代表:

Confirmed and Accepted by  
 確認及接受:

Authorized Signature  
 授權簽署

The Client  
 客戶

Now it is hereby agreed that KL shall provide services for the recruitment of a foreign domestic helper (the "FDH") which the Client shall accept upon the following terms and conditions herein. The Client also acknowledges the full awareness of the extent of this Agency Hire Service Agreement and Appendix 1 & 2 (collectively herein referred as the "Agreement") and has read and understood the terms and conditions herein on the front and back page.

雙方特此同意，在以下條款與條件基礎上，客戶同意接受由本公司提供的外籍家庭傭工（Foreign Domestic Helper，以下簡稱“傭工”）的聘用服務。客戶承認其已充分了解本代理聘請服務協議及附錄 1 和 2（合稱“協議”）的範圍，且已充分閱讀並理解封面與封底頁的條款與條件。

## 1. METHOD OF PAYMENT

### 1. 支付方式

1.1 A sum of HK\$ \_\_\_\_\_, for the services (the "General Services Fee") provided hereof, shall be paid by the Client to KL upon the signing of this Agreement.

本協議一經簽訂，客戶即應為本協議的本公司所供服務向本公司支付 港幣共計 HK\$ \_\_\_\_\_（稱為“一般服務費”）。

General Services Clause 2.1       General Services Clause 2.2       General Services Clause 2.3  
一般服務條款 2.1                      一般服務條款 2.2                      一般服務條款 2.3

1.2 A sum of HK\$ \_\_\_\_\_, for the services (the "Overseas Surcharges") provided hereof, shall be paid by the Client to KL upon the signing of this Agreement.

1.2. 本協議一經簽訂，客戶即應為本協議的本公司所供服務向本公司支付港幣共計 HK\$ \_\_\_\_\_（稱為“海外附加費”）。

Overseas Surcharges Clause 3                       No Overseas Surcharges Required  
包括海外附加費條款 3                      不包括海外附加費

1.3 A sum of HK\$ \_\_\_\_\_, for the FDH's Medical Check Up (the "Medical Check Up Fee") provided hereof, shall be paid by the Client to KL upon the signing of this Agreement.

1.3. 本協議一經簽訂，客戶即應為本協議的傭工醫療檢查向本公司支付港幣共計 HK\$ \_\_\_\_\_（稱為“醫療檢查費”）。

Medical Check Up Clause 4.1       Medical Check Up Clause 4.2       No Medical Check Up Required  
包括醫療檢查費條款 4.1                      包括醫療檢查費條款 4.2                      不包括醫療檢查費

1.4 A sum of HK\$ \_\_\_\_\_, for the FDH's additional training (the "Additional Training Fee") provided hereof, shall be paid by the Client to KL upon the signing of this Agreement.

1.4. 本協議一經簽訂，客戶即應為本協議的傭工額外培訓向本公司支付港幣共計 HK\$ \_\_\_\_\_（稱為“額外培訓費”）。

Additional Training Clause 5                       No Additional Training Required  
包括額外培訓費條款 5                      不包括額外培訓費

1.5 A sum of HK\$ \_\_\_\_\_, for the FDH's insurance at his/her country of origin (the "Overseas Mandatory Insurance Fee") is to be provided hereof, shall be paid by the Client to KL upon the signing of this Agreement.

1.5. 本協議一經簽訂，客戶即應為本協議的僱工國外強制保險向本公司支付港幣共計 HK\$ \_\_\_\_\_ (稱為“國外強制保險費”)。

- Overseas Mandatory Insurance Clause 6       No Overseas Mandatory Insurance Required  
包括國外強制保險費條款 6                      不包括國外強制保險費

## 2. GENERAL SERVICES

### 2. 一般服務

The General Services Fee shall refer to any one of the following services to be provided by KL and its Corresponding Overseas Employment Agent (the "COEA"), namely \_\_\_\_\_.  
一般服務費的收取包括下述由本公司及其相應海外僱傭機構(“海外機構”)所提供的其中一種下述服務，海外機構為 \_\_\_\_\_：

2.1 If the hired FDH is beyond Hong Kong or the hired FDH is in Hong Kong but must exit Hong Kong for the processing of employment visa in compliance to the rules and regulations of the Immigration Department of HKSAR (the "ImmD") or the FDH's country of origin's relevant government authority(s) at the date of this Agreement.

若本協議簽署之日僱工不在香港，或儘管其在香港但因辦理工作簽證以符合香港特別行政區政府人民入境事務處(“入境處”)或僱工原籍地政府部門的相關規章制度而必須離港者：

- 2.1.1 Recruitment, interview, screening and presentation costs of the FDH.  
2.1.1 因僱工招聘、面試、篩查、介紹過程而產生的工時費用。
- 2.1.2 Standard Employment Contract (the "ID407") notarization fee of HK\$280 for Filipino FDH or HK\$388 for Indonesian FDH (if applicable).  
2.1.2 標準僱傭合約(“ID407”)公證費。菲傭費用為 HK\$280 或印傭費用為 HK\$388。(如適用)
- 2.1.3 ImmD FDH employment visa fee of HK\$190 (if applicable).  
2.1.3 入境處僱工工作簽證費。費用為 HK\$190 (如適用)。
- 2.1.4 Time Costs of a standard preparation of documents to assist the Client's application for the FDH's Hong Kong employment visa.  
2.1.4 因協助客戶為其所僱傭工申請香港工作簽證而準備標準文件的工時費用。
- 2.1.5 A one-way in bound special fare air-ticket of HK\$900 for Filipino FDH from Manila (containing a maximum of 16Kg of check in and 7 Kg of hand carry luggage allowances) or HK\$1,200 for Indonesian FDH from Jakarta/Surabaya (containing a maximum of 20Kg of check in and 7 Kg of hand carry luggage allowances) and/or HK\$250 for a one-way in bound ferry ticket and/or HK\$50 for a bus ticket for the FDH to travel to any one of KL's Hong Kong offices.  
2.1.5 HK\$900 為菲傭從馬尼拉(含最多託運行李 16 公斤及手提行李 7 公斤額度)或 HK\$1,200

為印僱從雅加達/泗水(含最多託運行李 20 公斤及手提行李 7 公斤額度)往香港的單程特價機票、或 HK\$250 船票或 HK\$50 車票費用而購買去任何本公司香港辦事處。

- 2.1.6 HK\$800 for assisting the FDH to apply for a temporary Hong Kong Identity Card at ImmD (if applicable).

2.1.6. HK\$800 為協助僱工向入境處申請香港臨時身份證的費用 (如適用)。

- 2.1.7 Three (3) days of post arrival FDH food costs (if applicable).

2.1.7 僱工到達後 3 天內的飲食開銷費用 (如適用)。

2.2. If the hired FDH is in Hong Kong and the hired FDH is "not" required to exit Hong Kong for the processing of employment visa by ImmD or the FDH's country of origin's relevant government authority(s) at the date of this Agreement.

2.2. 若本協議簽署之日僱工已在香港特別行政區以及符合入境處和僱工原籍地政府部門的相關規章制度並且不需離港辦理工作簽證者：

- 2.2.1 Recruitment, interview, screening and presentation costs of the FDH.

2.2.1. 因僱工招聘、面試、篩查、介紹過程而產生的費用。

- 2.2.2 Standard Employment Contract (the "ID407") notarization fee of HK\$280 for Filipino FDH or HK\$388 for Indonesian FDH (if applicable).

2.2.2. 標準僱傭合約("ID407")公證費, 菲僱費用為 HK\$280 或印僱費用為 HK\$388. (如適用)

- 2.2.3 ImmD FDH employment visa fee of HK\$190 (if applicable).

2.2.3 入境處僱工工作簽證費, 費用為 HK\$190 (如適用)。

- 2.2.4 Time Costs of a standard preparation of documents to assist the Client's application for the FDH's Hong Kong employment visa.

2.2.4 因協助客戶為其所僱傭工申請香港工作簽證而準備標準文件的工時費用。

- 2.2.5 HK\$800 for the costs to assist the FDH to travel to any one of KL's Hong Kong offices for the Client's pick up.

2.2.5. HK\$800 為協助僱工去任何本公司香港辦事處以便客戶接載僱工產生的費用。

- 2.2.6 HK\$800 for the costs of Overseas Employment Certificate ("OEC") issued by the POEA or OFW Card issued by DOLE and OWWA membership fees if the FDH is of Philippines Origin (if applicable).

2.2.6 HK\$800 為 POEA 頒發的 Overseas Employment Certificate ("OEC") 費或 DOLE 頒發的 OFW 卡費以及 OWWA 費, 若僱工為菲律賓籍 (如適用) 。

- 2.2.7 One (1) day of FDH food costs after the FDH employment visa approval (if applicable).

2.2.7 僱工工作簽證獲籤後 1 天內的飲食開銷費用。

2.3. Renewal of Employment Contract between the Client and the FDH.

2.3. 若客戶與僱工續簽合約：

- 2.3.1 Standard Employment Contract (the "ID407") notarization fee of HK\$280 for Filipino FDH or HK\$388 for Indonesian FDH (if applicable).  
 2.3.1 標準僱傭合約("ID407")公證費, 菲傭費用為 HK\$280 或印傭費用為 HK\$388. (如適用)
- 2.3.2 ImmD FDH employment visa fee of HK\$190 (if applicable).  
 2.3.2 入境處傭工工作簽證費, 費用為 HK\$190 (如適用)。
- 2.3.3 HK\$800 for the costs of Overseas Employment Certificate ("OEC") issued by the POEA or OFW Card issued by DOLE and OWWA membership fees if the FDH is of Philippines Origin (if applicable).  
 2.3.3 HK\$800 為 POEA 頒發的 Overseas Employment Certificate ("OEC") 或 DOLE 頒發的 OFW 卡費以及 OWWA 費, 若傭工為菲律賓籍 (如適用)。
- 2.3.4 Time Costs for a standard preparation of documents to assist the Client's application for the renewal of the FDH's Hong Kong employment visa.  
 2.3.4 因協助客戶為續簽其所僱傭工申請香港工作簽證而準備標準文件的工時費用。

### 3. OVERSEAS SURCHARGES

#### 3. 海外附加費

In accordance to ID407 Clause 8, the Client is required to pay through KL's COEA for the foreign governments' direct fees for the FDH to exit from his/her country of origin which will be termed as Overseas Surcharges (the "Overseas Surcharges") herein:

依 ID407 條款 8 要求, 客戶需通過本公司海外機構向傭工原籍地政府支付直接費用以便傭工順利離境, 本協議中稱為海外附加費 ("海外附加費"):

- 3.1 For FDH of Philippines Origin, the overseas surcharge, if applicable, shall include the preparation time and material costs of the Pre-departure Orientation Seminar ("PDOS") at PHP400 and Overseas Employment Certificate ("OEC") issued by the POEA at PHP120 or OFW ID Card issued by DOLE, 2 years of OWWA membership fees at USD25, a standard mandatory medical check up which shall include X- Ray for Chest, SGPT, HbsAg, Urine Routine Test, Anti- HIV, VDRL, Stod Routine at PHP4,000, Urine for Pregnancy tests at PHP1,000 at the Philippines.  
 3.1. 對菲律賓籍傭工, 海外附加費 (如適用) 應包括以下內容的工時與材料準備成本: POEA 頒發 Pre-departure Orientation Seminar ("PDOS") 費為 PHP400 和 Overseas Employment Certificate ("OEC") 費為 PHP120 或 DOLE 頒發的 OFW 卡費、2 年 OWWA 費為 USD25、菲律賓標準強制醫療檢查費, 該項目包括胸部 X 光檢查、SGTP 肝功能谷丙轉氨酶檢查、乙型肝炎表面抗原檢查、尿常規檢查、艾滋病檢查、VDRL 性病研究實驗室實驗、糞便常規檢查費為 PHP4,000 以及驗孕測試費為 PHP1,000。
- 3.2 For FDH of Indonesia Origin, the overseas surcharge, if applicable, shall include the preparation time and material costs of airport tax, PEMBEKALAN AKHIR PEMBERANGKATAN ("PAP") issued by BNP2TKI / BP3TKI, KARTU TENAGA KERJA LUAR NEGERI ("eKTKLN"), Fiscal issued by DINAS TENAGA KERJA and Mandatory Insurance Coverage issued by any licensed insurance company for FDH and a standard mandatory medical check up which shall include X-Ray for Chest, SGPT, HbsAg, Urine Routine Test, Anti- HIV, VDRL, Stool Routine at IDR500,000, Urine for Pregnancy tests at IDR350,000 at Indonesia.  
 3.2 對印尼籍傭工, 海外附加費 (如適用) 應包括以下內容的工時與材料準備成本: 機場稅、BNP2TKI

/ BP3TKI 頒發的 PEMBEKALAN AKHIR PEMBERANGKATAN (“PAP”)、KARTU TENAGA KERJA LUAR NEGERI (“eKTKLN”)、DINAS TENAGA KERJA 頒發的 Fiscal、任何持牌保險公司為僱工投保的強制保險費及印尼標準強制醫療檢查費。該項目包括胸部 X 光檢查、SGTP 肝功能谷丙轉氨酶檢查、乙型肝炎表面抗原檢查、尿常規檢查、艾滋病檢查、VDRL 性病研究實驗室實驗、糞便常規檢查費為 IDR500,000 以及驗孕測試費為 IDR350,000。

#### 4. MEDICAL CHECK UP

##### 4. 醫療檢查費

- 4.1 The Client may elect for the FDH to attend Medical Check Up A in Hong Kong at the Hong Kong X-Ray Ultrasound Medical Lab. Centre at a charge to be determined by KL from time to time. The test shall include X- Ray for Chest, SGPT, HbsAg, Anti- HIV 1/2Ab, VDRL and Blood Pregnancy tests.
- 4.1. 根據本公司最新的定價，客戶可選擇要求僱工前往本公司委派的香港 X 光超音波醫學化驗中心並支付參加“醫療檢查項目 A”。該項目包括胸部 X 光檢查、SGTP 肝功能谷丙轉氨酶檢查、乙型肝炎表面抗原檢查、艾滋病 1/2Ab 病毒抗體檢查、VDRL 性病研究實驗室實驗以及血液妊娠測試。
- 4.2 The Client hereby agrees that under no circumstances shall KL be responsible for any differences or discrepancy of medical test results derived from any medical test centers in Hong Kong as compared with the medical test results provided by KL and/or its partnering local or overseas medical centers.
- 4.2 客戶特此同意，若僱工在任何香港醫療檢測中心的醫療檢查結果與本公司及/或本公司的香港或海外合作夥伴提供的醫療檢查結果有差異，本公司對此概不負責。

#### 5. ADDITIONAL TRAINING

##### 5. 額外培訓費

The Client may elect for the FDH to attend an additional training course in Hong Kong at a charge to be determined by KL from time to time.

根據本公司最新的定價，客戶可選擇並支付僱工參加本公司在香港的培訓課程。

#### 6. OVERSEAS MANDATORY INSURANCE

##### 6. 國外強制性保險費

If the hired FDH is of Philippines origin, the Client is required to pay for a fee for the compulsory insurance for the FDH to exit from his/her country of origin. The Client further agrees that all legal documents relating to this insurance policy shall remain in the possession of the FDH's overseas processing agent and/or with the emergency contact(s) of the FDH at the Philippines and the Client hereby agrees that no copy should be provided to the Client. For details of the policy, please refer to Philippines Republic Act No. 10022 Section 23 or visit <http://www.poea.gov.ph>.

若所僱僱工為菲律賓籍，客戶應當支付僱工因離境原籍地而必須購買的強制性保險。客戶進一步同意與該項保險政策相關的一切法定單證均由僱工所在的海外勞務機構及/或僱工在菲律賓的緊急情況聯絡人所持有，客戶特此同意不要求提供任何副本。欲了解政策的更多詳情，請參考菲律賓共和國法案（Philippines Republic Act No. 10022 Section 23），或直接訪問 <http://www.poea.gov.ph>。

#### 7. APPLICATION PROCESSING AND PICK UP ARRANGEMENTS

## 7. 申請流程與接載安排

7.1 The following terms and conditions will apply to the Client's Application Processing and Pick Up Arrangements of General Services Clause 2.1:

7.1. 以下條款與條件適用於一般服務條款 2.1 的客戶申請流程與接載安排:

7.1.1 In relation to General Services Clause 2.1 and subject to the transportation availability, the Client agrees to update and re-confirm with KL on his/her preferred pick date as stated in Appendix 1, within three (3) days after a written notification of FDH employment visa approval is issued by ImmD or after the FDH's exit clearance is completed at his/her country of origin, whichever is later; and the aforementioned pick up date must fall beyond seven (7) days but within forty (40) days thereafter.

7.1.1. 受一般服務條款 2.1 與交通條件制約，客戶同意與本公司更新並重新確認附錄 1 所述的期望上任日期，時間以入境處書面通知僱工工作簽證簽發後三天內或在僱工已辦妥其原籍地的出境許可證後二者中的較晚者為準；前述期望上任日期須介於此後 7 天之後、40 天之內。

7.1.2 With specific reference to General Services 2.1, the Client hereby agrees that it is the FDH's responsibility to collect the FDH's formal Hong Kong Identity Card.

7.1.2. 具體參考一般服務條款 2.1，客戶特此同意，取得僱工的正式香港身份證是僱工的責任。

7.2 The following terms and conditions will apply to the Client's Application Processing and Pick Up Arrangements of General Services Clause 2.2:

7.2. 以下條款與條件適用於一般服務條款 2.2 的客戶申請流程與接載安排:

7.2.1 If either the FDH or the Client has offered and the counter party has accepted the FDH to begin employment at the earliest possible schedule, the Client agrees that the FDH employment visa approval date will be the commencement date of the FDH employment. As the FDH employment visa approval date is subject to the sole discretion of ImmD, the Client agrees to pick up the FDH within one (1) day after the said visa is issued by the aforementioned department; and

7.2.1. 若僱工或客戶提出且相對約定方亦接受僱工儘早開始工作，客戶認可僱工工作簽證簽發之日即為僱工工作開始之日。因僱工工作簽證簽發日期僅由入境處決定，客戶同意，在僱工工作簽證獲籤後 1 天之內即接載僱工開始工作；且

7.2.2 Subject to the written approval of ImmD, if either the FDH or the Client has offered and the counter party has accepted the FDH to take leave back to his/her place of origin after the commencement of the new employment contract, the Client also agrees that the FDH's employment visa validity is subject to the sole discretion of the ImmD and the FDH may be required to return to the FDH's place of origin for no less than the dates specify under the granted condition of stay and other related rules and regulations. Under this circumstance, the Client agrees to pay for the annual leave, the return air fare and the necessary food and travel allowance to the FDH and notify to KL upon the FDH's exit and return to Hong Kong; or

7.2.2. 在入境處的書面批准下，若僱工或客戶提出且相對約定方亦接受僱工在新僱傭合約開始後回到其原籍地休假，客戶特此同意，僱工工作簽證的有效期限僅由入境處決定，且

僱工可能被入境處要求回到原籍地不少於准予逗留條件或其他相關規章制度規定的日期。在此情況下，客戶同意向僱工支付年假、回程機票及其他必要的飲食與交通補貼，並在僱工離港、返港時當即通知本公司；或

- 7.2.3 Subject to the written approval of ImmD, if either the FDH or the Client has offered and the counter party has accepted the FDH to take leave back to his/her place of origin before the commencement of the new employment contract, KL's obligation herein this Agreement is deemed to have been completed upon the employment visa approval by ImmD and the Client agrees that KL is under no obligations whatsoever to ensure the FDH's subsequent return to Hong Kong.
- 7.2.3 在入境處的書面批准下，若僱工或客戶提出且相對約定方亦接受僱工在新僱傭合約開始前回到其原籍地休假，客戶特此同意，本協議所規定之本公司法定義務在入境處簽發僱工工作簽證時即已全部履行完畢，本公司不對保證僱工隨後返港承擔任何責任。
- 7.2.4 In relation to Clause 7.2.2 and 7.2.3 herein, the Client agrees that, under no circumstance whatsoever, KL shall be responsible to ensure the FDH to report duty to the Client. The Client is hereby warned that the FDH may or may not return to Hong Kong at all. The Client hereby agrees to indemnify, if any, and hold KL or its employees, agents and associates harmless from all costs, penalties, damages and other losses incurred as the result of the FDH's failure to report for employment
- 7.2.4 就本協議 7.2.2 款與 7.2.3 款而言，客戶同意，本公司對僱工返回香港向客戶報到工作概不負責。本公司特此提醒客戶，僱工可能返港，也可能根本不會返港。客戶特此同意保障、保護本公司或本公司員工、代理機構或合作夥伴免受因僱工未能返港造成的任何損失。
- 7.3 In relation to General Service Clause 2, a standard preparation of documents to assist the Client's application for the FDH's Hong Kong employment visa shall not include the Time Cost to assist the Client to provide any written reply and/or attend to any interview at any local and/or FDH's country of origin's government authority, whether it is in Hong Kong or at overseas, in case of any queries or investigations from these authorities.
- 7.3 就一般服務條款 2 為協助客戶為其所僱傭工申請香港工作簽證而準備的標準文件費用而言，準備標準文件費用並不包括因協助客戶向本地和/或僱工原籍地政府當局，無論其在香港或海外，提供任何情況下的質問或調查的書面回復和/或出席各政府當局晤面的工時費用。
- 7.4 The Client unconditionally and irrevocably agrees that any extra man hour of work and/or material cost that is being demanded by the Client outside the scope of this agreement, and agreed by KL, will be paid by the Client within 3 days upon KL's issuance of payment advice. The Client agrees that time cost per man hour of work ("Time Cost") will be fixed at HK\$1,500 and HK\$500 and each hour is divided into 10 units of 6 minutes each for KL and its COEA respectively. The minimum charge for any activity will be one-tenth of the hourly rate. In the event where the Client fails to settle KL's payment advice on time, the Client agrees that KL may, at its sole discretion, opt for Clause 11.4 or charge a 1% monthly interest on the unpaid portion of the payment advice.
- 7.4 客戶無條件且不可撤銷地同意，客戶在本協議範圍之外所要求的額外工時和/或材料成本將在本公司同意後並向客戶發出支付通知書後的 3 天內由客戶支付。客戶同意本公司及其相應海外機構的工時費用（“工時費用”）分別為 HK\$1,500 及 HK\$500 及其每小時分為 10 個單位，每個單位為 6 分鐘，任何服務的最低工時收費將是每小時收費的十分之一。並且如果客戶未能按時支付本公司的支付通知款項，客戶同意本公司可全權酌情決定選擇執行服務條款 11.4 款或將在支付通知書的未付部分收取每月 1% 的利息。
- 7.5 Referring to General Services Clause 2.1 and 2.2, the Client agrees to indemnify and hold KL or its employees, agents or associates harmless from all costs, penalties, damages and other losses incurred



as the result of the Client's request of the FDH to report duty prior to his/her employment visa approval, or successful completion of medical check up, or reporting to respective consulate or application for a Hong Kong Identity Card, whichever that may be applicable.

- 7.5 關於一般服務條款 2.1 款與 2.2 款，客戶同意保障、保護本公司或本公司員工、代理機構或合作夥伴免受因客戶要求傭工在其工作簽證獲籤前、或完成醫療檢查前、或向領事館匯報前、或申請香港身份證等前開始工作或因任何原因而造成的任何成本、懲罰、破壞或其他損失。
- 7.6 In relation to General Services Clause 2.1 and 2.2, the Client agrees to pick up the FDH at any one of the offices designated by KL, and in the event where the Client seeks KL to deliver the FDH to the Client's contractual address, the Client hereby agrees to give seven (7) days prior written notice and pay to KL a fee of HKD200.00/Km for service rendered in advance.
- 7.6 就一般服務條款 2.1 款與 2.2 款而言，客戶同意在由本公司指定的任一辦事處接載傭工。若客戶要求本公司按客戶於本協議規定地址接載傭工，客戶特此同意提前 7 天書面通知本公司相關事宜，並向本公司支付港幣 HKD200/km 以滿足客戶指定要求。
- 7.7 If the Client is unable to pick up the FDH, for whatsoever reason, after three (3) days of General Services 2.1 and one (1) day for General Service 2.2 after his/her arrival or employment visa approval respectively, the Client hereby agrees to pay KL HKD200 per day for addition food costs provided.
- 7.7 若客戶因任何原因無法按時接載傭工，符合一般服務條款 2.1 且傭工已經到達 3 天、或符合一般服務條款 2.2 且傭工工作簽證獲籤已達 1 天，客戶特此同意向本公司支付每天 HKD200 的額外飲食開銷成本。
- 7.8 The Client hereby agree to arrange and pay for the transportation for the FDH to report to his/her respective consulate for post arrival briefing seminar during his/her work hours within one month after arrival at Hong Kong. As a condition of this agreement, the Client shall indemnify KL and its COEA in respect of any liability to KL and its COEA arising from any failure to secure the FDH to attend to the said seminar.
- 7.8 客戶特此同意安排並支付傭工的交通費用，以便在抵達香港後一個月內，在其工作時間內向其所屬的領事館出席抵港簡報會。作為本協議的條件，客戶應保障、保護本公司或海外機構免於承擔因客戶未能確保傭工出席簡報會而引起的任何法律責任。

## 8. GENERAL MATTERS

### 8. 一般事宜

- 8.1 The Client hereby declares that he/she is an eligible FDH employer and is in good standing under the laws and regulations of Hong Kong SAR and the respective FDH's country of origin.
- 8.1. 客戶特此聲明其為依香港特別行政區及所僱傭工原籍地相關法律法規的合法僱傭者。
- 8.2 In this Agreement where a reference is made to the "Client", it will include the Client and anyone acting on his/her behalf.
- 8.2. 本協議所指稱客戶，包括客戶自身及其他任何代表客戶行使權力的主體。
- 8.3 Subject to the Client's timely submission of supporting documents as defined in this Agreement's Appendix 2 herein and the FDH's timely reporting for processing, KL and its COEA will perform its services with reasonable care and skill to meet the performance dates specified hereunder but any such dates shall be estimates only, where actual time needed may exceed the estimation herein, and time for performance by KL and its COEA shall not be of the essence of this Agreement.
- 8.3. 客戶依本協議附錄 2 及時提交支持文件、傭工及時提請處理，本公司及其海外機構將審慎高效履行協議義務、滿足約定日期，但此日期僅為預期，實際所需時間可能超過預期，本公司及其海外機構履行義務的時間非本協議核心內容。

8.3.1.1 Estimated Timeline for Processing for General Services Clause 2.1 if the FDH is beyond Hong Kong

8.3.1.1. 依一般服務條款 2.1，若僱工不在香港，事務處理預計時間

Stages of Application 申請階段	Estimated Date of Completion 預計完成時間
1. Contact FDH/COEA to verify Job Offer and arrange for signing ID407 1. 聯繫僱工/COEA 確認職位，安排簽署合約 ID407	1st Week 第一周
2. Submit ID407 to respective Consulate for Notarization 2. 合約 ID407 提請領事館公證	2nd Week 第二週
3. Submit Application to IMMD for employment visa 3. 向入境處申請工作簽證	3rd Week 第三週
4. ImmD Employment Visa Approval 4. 入境處簽發簽證	9th Week 第九週
5. Apply FDH for Exit from Country of Origin 5. 僱工申請離開原籍地	10th Week 第十週
6. Arrange FDH for Medical Examination 6. 安排僱工健康檢查	12th Week 第十二週
7. FDH Reporting Duty 7. 僱工報到	15th Week 第十五週

8.3.1.2 Estimated Timeline for Processing for General Services Clause 2.1 if the hired FDH is in Hong Kong but must exit Hong Kong for the processing of employment visa

8.3.1.2. 依一般服務條款 2.1，若僱工在香港但因辦理工作簽證而必須離港，事務處理預計時間

Stages of Application 申請階段	Estimated Date of Completion 預計完成時間
1. Contact FDH/COEA to verify Job Offer and arrange for signing ID407 1. 聯繫僱工/COEA 確認職位，安排簽署合約 ID407	1st Week 第一周
2. Submit ID407 to respective Consulate for Notarization 2. 合約 ID407 提請領事館公證	2nd Week 第二週
3. Submit Application to IMMD for employment visa 3. 向入境處申請工作簽證	3rd Week 第三週
4. ImmD Employment Visa Approval 4. 入境處簽發簽證	9th Week 第九週
5. Apply FDH for Exit from Country of Origin 5. 僱工申請離開原籍地	10th Week 第十週
6. Arrange FDH for Medical Examination (if any) 6. 安排僱工健康檢查 (如適用)	11th Week 第十一週
7. FDH Reporting Duty 7. 僱工報到	11th Week 第十一週

### 8.3.2 Estimated Timeline for Processing for General Services Clause 2.2

#### 8.3.2. 依一般服務條款 2.2，事務處理預計時間

Stages of Application 申請階段	Estimated Date of Completion 預計完成時間
1. Contact FDH/COEA to verify Job Offer and arrange for signing ID407 1. 聯繫僱工/COEA 確認職位，安排簽署合約 ID407	1st Week 第一週
2. Submit ID407 to respective Consulate for Notarization 2. 合約 ID407 提請領事館公證	2nd Week 第二週
3. Submit Application to IMM D for employment visa 3. 向入境處申請工作簽證	3rd Week 第三週
4. ImmD Employment Visa Approval 4. 入境處簽發簽證	5th Week 第五週
5. Arrange FDH for Medical Examination (if any) 5. 安排僱工健康檢查	6th Week 第六週
6. FDH Reporting Duty 6. 僱工報到	6th Week 第六週

### 8.3.3 Estimated Timeline for Processing for General Services Clause 2.3

#### 8.3.3 依一般服務條款 2.3，事務處理預計時間

Stages of Application 申請階段	Estimated Date of Completion 預計完成時間
1. Contact FDH/COEA to verify Job Offer and arrange for signing ID407 1. 聯繫僱工/COEA 確認職位，安排合約 ID407 簽署	3rd Week 第三週
2. Arrange FDH for Medical Examination (if any) 2. 安排僱工健康檢查（如適用）	4th Week 第四週
3. Submit ID407 to respective Consulate for Notarization 3. 合約 ID407 提請領事館公證	5th Week 第五週
4. Submit Application to IMM D for employment visa 4. 向入境處申請工作簽證	7th Week 第七週
5. FDH Reporting Duty 5. 僱工報到	8th Week 第八週

8.3.4 In relation to 8.3.1 to 8.3.3 herein, in the event where the Client fails to provide the supporting documents in time as stipulated in Appendix 2 herein, KL shall have the right to submit the Client's application with whatever information stated by the Client in this Agreement. Furthermore, if there is any discrepancy of information between this Agreement with any supporting documents, the information in this Agreement shall be absolute and final.

8.3.4 就本協議第 8.3.1 至 8.3.3 條而言，如果客戶未能按照本協議附錄 2 的規定及時提供證明文件，本公司則有權根據本協議所載的信息代客戶提交申請。此外，如果本協議與任何證明文件之間存在任何信息差異，則本協議中的信息將是絕對和最終的。

8.4 Subject to the Client's provision of relevant supporting documents and/or personal plead to ImmD, the Client may state an earlier date than the Estimated Timeline in Clause 8.3 at the Preferred Pick Up Date in this Agreement's Appendix 1. KL shall use reasonable endeavors to meet this specific Preferred Pick Up Date but such date shall not be of the essence of this Agreement.

- 8.4. 受客戶提供相關支撐材料及/或個人向入境處的央求申請制約，客戶可在本協議附錄 1 中聲明一個早於 8.3 款預計的期望上任日期。本公司將盡可能滿足客戶聲明的期望上任日期，但該日期非本協議核心內容。
- 8.5 The Client hereby agrees that the originally signed and copies of the ID 407 will be delivered at the time of FDH pick up. In the event where the Client has not collected his/her copy of the ID407 and any other relating documents from KL upon the pick up of the FDH, KL shall have the rights to send these documents by ordinary post to the address herein and KL shall not be responsible for any loss or damages during its transmission.
- 8.5. 客戶特此同意，合約 ID407 在接載僱工時一起移交給客戶。若接載僱工時客戶並未從本公司取得該合約或其他相關文件，本公司有權以平郵方式寄送相關文件給客戶，且本公司不對文件寄送過程中可能存在的任何文件損失、損壞負責。
- 8.6 To improve our customer service experience, the Client hereby authorize KL to have the rights to audio record all telephone conversations and video record all meetings in persons with the Client (the "recordings"). The Client further agrees that, as far as it is permitted under the laws of Hong Kong, that these recordings are strictly the properties of KL and no copy will be provided to the Client under any circumstances whatsoever.
- 8.6. 為提升我們的客戶服務體驗，客戶特此授權本公司有權對所有電話進行錄音及面談進行錄音與錄像（“錄製”）。客戶進一步認可，在香港法律規定允許範圍內，所有錄製內容為本公司私有財產，任何情況下都不會向客戶提供副本。
- 8.7 While the Client should ensure that all information and supporting documents and items submitted to KL are complete, accurate and duly signed as applicable. KL has the right not to process any document or item if it is not complete, accurate or duly signed.
- 8.7. 儘管客戶應確保提交給本公司的所有信息、支撐文件與項目都完整、準確、正式簽訂，若其並不完整、正確、正式簽訂，本公司有權對其不做任何處理。
- 8.8 After the signing of this Agreement, if Client would like to amend the any particulars of this Agreement, KL will review the said request on a case by case basis and may or may not agree to any alteration(s) or it may add special restrictions or exclusions to such amendment(s). KL may also, at its sole discretion, require the Client to pay any additional charges.
- 8.8. 本協議一經簽訂，若客戶想對個別條目進行修改，本公司將對客戶的要求進行評估，可能同意也可能不同意客戶作任何更改，或對客戶所做更改提出特殊限制。本公司可自行決定要求客戶支付額外費用。
- 8.9 The Client agrees that KL has the rights to retain all Client's information and supporting documents for as it long as it deems necessary.
- 8.9. 客戶特此同意，本公司有權保留客戶的所有個人信息與任何支撐文件，直至本公司認為必要的時限。
- 8.10 KL shall not return and has the right to destroy any documents relating to this Agreement.
- 8.10. 本公司不會返還且有權銷毀與本協議有關的任何支持文件。
- 8.11 After the commencement of and throughout the employment between the Client and the FDH, the Client agrees to undertake to insure all necessary insurance as required by the Employee Compensation Ordinance (Cap. 282) and agree to settle all medical and other expenses under Clause 9 of the ID 407 signed between the parties. If the FDH is to suffer from any severe injury, disease, illness or death, the Client must notify KL immediately and, if required, provide KL with any assistance that KL may reasonably demand to help making such an insurance and legal claim(s).
- 8.11. 自客戶與僱工僱傭關係開始及整個僱傭關係期間，客戶同意投購所有僱員補償條例（第 282 章）要求的保險，並同意支付根據 ID 407 第 9 條所要求對約定方的所有醫療及其他開支。若僱工遭受重大傷害、疾病或死亡，客戶必須立即通知本公司，本公司還可要求客戶提供任何可幫助

進行投保、索賠的正當援助。

- 8.12 The Client agrees that KL is an employment agency responsible only for the General Service Clause 2 herein and KL will not be responsible and bear any responsibilities on any disputes between the Client and the FDH, including but not limiting to any labour and/or contractual disputes. The Client should be responsible for all employment matters and act in compliance to the terms and conditions of ID407 and all related legislations.
- 8.12 客戶特此同意本公司僅按照一般服務條款 2 代客戶辦理申請僱工之職業介紹所與本公司不負責及不承擔任何客戶與僱工雙方糾紛，包括但不限於勞資和/或合約糾紛。客戶必須承擔所有僱用問題及遵守 ID407 合約上和相關的法律之所有條款及細則。

## 9. REPLACEMENT □

### 9. 更換僱工

KL shall provide a replacement service subject to the following:-

本公司將按照下列條款與條件向客戶提供更換僱工：

- 9.1 The following terms and conditions will apply to the Client's replacement entitlements of General Services Clause 2.1 and 2.2;
- 9.1. 下列條款與條件適用於一般服務條款 2.1 款與 2.2 款客戶更換僱工：
- 9.1.1 No less than one month and no more than six months have elapsed since the date of the FDH's employment visa has begun in Hong Kong and;
- 9.1.1 僱工在香港的工作簽證已經開始不少於一個月且不長於六個月；
- 9.1.2 In strict compliance with the Employment Ordinance (Cap.57) and other related rules and regulations, the FDH has tendered his/her resignation in writing or is dismissed by the Client and neither party has filed any claims against each other at any competent authority(s) at Hong Kong or at the FDH's country of origin and;
- 9.1.2 在嚴格遵守《僱傭條例》(Cap.57) 及其他相關條規情況下，僱工已書面呈請辭職，或客戶已將其辭退，且無任何一方在香港或僱工原籍地的主管當局對另一方提起訴訟；
- 9.1.3 The Client has provided to KL a copy of the FDH's non stop return flight ticket or a return flight ticket transiting only at the capital city of the FDH's country of origin for the FDH to return to his/her place of origin with a minimum of 10Kg luggage allowance, whichever is applicable, and;
- 9.1.3 客戶已向本公司提供僱工返回其原籍地的直飛機票副本或僅在其原籍地首府轉機的機票與最低 10 公斤的行李限額的副本；
- 9.1.4 The FDH has not been subjected to any physical or mental abuse or ill-treatment by the Client and no report of physical and mental abuse or ill-treatment by the Client has ever been received by KL and;
- 9.1.4 僱工未曾蒙受任何身體或精神虐待，且本公司也未曾收到過來自僱工對於此方面的報告；
- 9.1.5 The Client and the FDH have together executed a Notification of Termination of Employment Contract with Foreign Domestic Helper (the "ID 407E") at any one of KL's offices before a member of staff of KL and;
- 9.1.5 客戶與僱工雙方在本公司任一辦事處並有本公司職員在場情況下共同簽訂了終止僱傭通知書 ("ID407E") ；
- 9.1.6 The Client has provided to KL a copy of the ID 407E which shall bear the ImmD's time stamp evidencing the date of receipt.

- 9.1.6 客戶向本公司提供一份 ID407E 的副本，副本應蓋有入境處公章以證明其收到通知的日期。
- 9.2 For General Services Clause 2.1 and subject to the Client's strict compliance of Clause 9.1.1 to 9.1.6 herein:
- 9.2. 依據一般服務條款 2.1，且客戶嚴格遵守條款 9.1.1 至 9.1.6:
- 9.2.1 The Client may apply in writing to KL for a replacement of a FDH directly recruited from the same country of origin as the original FDH. This service shall be provided at a discount of 30% at the prevailing General Services Fee for the same service of every replacement, as defined in Clause 2.1, and;
- 9.2.1. 客戶即可向本公司書面申請更換僱工，所換僱工從原僱工的原籍地直接招聘。客戶需向本公司支付更換費用，在當時一般服務費中對此服務的價格基礎上享有七折優惠，如條款 2.1 所述，且；
- 9.2.2 Subject to the Client's understanding and acceptance that it may take a minimum of 15 subsequent weeks for a replacement FDH, after his/her confirmation of offer, to arrive at Hong Kong and;
- 9.2.2. 需客戶理解與接受，新僱工自接受職務起算，至少需 15 週時間才能到達香港，且；
- 9.2.3 The Client is also required to pay in full for the prevailing charges of Clause 1.2, 1.3, 1.4 and 1.5 wherever if applicable.
- 9.2.3. 客戶仍應全數繳付條款 1.2、1.3、1.4、1.5 中規定的當時收費（如適用）。
- 9.3 For General Services Clause 2.2 and subject to the Client's strict compliance of Clause 9.1.1 to 9.1.6 herein:
- 9.3. 依據一般服務條款 2.2，且客戶嚴格遵守條款 9.1.1 至 9.1.6:
- 9.3.1 The Client may apply in writing to KL for a replacement of a FDH to be recruited in Hong Kong. This service shall be provided at a discount of 30% at the prevailing General Services Fee which shall include the services as prescribed in Clause 2.2 above and;
- 9.3.1. 客戶即可向本公司書面申請更換僱工，所換僱工從香港直接招聘。客戶需向本公司支付更換費用，在當時一般服務費中對此服務的價格基礎上享有七折優惠，如條款 2.2 所述，且；
- 9.3.2 Subject to the Client's understanding and acceptance that it may take a minimum of 11 subsequent weeks for a replacement FDH, after to his/her confirmation of offer, to arrive at Hong Kong and;
- 9.3.2. 需客戶理解與接受，新僱工自接受職務起算，至少需 11 週時間才能到達香港，且；
- 9.3.3 The Client is also required to pay in full for the prevailing charges of Clause 1.2, 1.3, 1.4 and 1.5 wherever if applicable.
- 9.3.3. 客戶仍應全數繳付條款 1.2、1.3、1.4、1.5 中規定的當時收費（如適用）。
- 9.4 Upon receipt of the Client's written application for a replacement of the FDH in accordance with all relevant terms as contained in Clause 9.2 or 9.3 herein, KL reserves the right to replace a FDH with one of a different origin to that of the Client's choosing in the event of unavailability.
- 9.4. 一旦收到客戶在符合條款 9.2 或 9.3 所述所有相關條件情況下要求更換僱工的書面申請，本公司將會盡快安排更換僱工。當客戶要求所換僱工與原僱工來自同一個原籍地無法滿足時，本公司保留更換來自不同原籍地僱工的權利；
- 9.5 For General Services Clause 2.3 herein, the Client shall not be entitled to a replacement under any circumstances.
- 9.5. 若客戶與僱工簽訂了續約協議一般服務條款 2.3，則在任何情況下客戶都將無權申請更換僱工。

## 10. REFUND

### 10. 退款

- 10.1.1 For General Services Fee covering Clause 2.1 or 2.2, if the FDH herein refuses to proceed to the application for employment and/or fails to obtain a Hong Kong employment visa, due to the FDH for whatsoever reasons, within 6 months from the date of this Agreement, KL shall have the option to offer a fifty percent (50%) of the full sum(s) paid pursuant to Clauses 1.1 and a one hundred percent (100%) of the full sum(s) paid, if any, pursuant to Clauses 1.2, 1.3, 1.4 and 1.5 which shall be refunded to the Client after twenty-eight (28) days from the receipt by KL of a written notice of termination of this Agreement and request for refund from the Client.
- 10.1.1 適用於一般服務條款 2.1 與款 2.2 所述一般服務費，如若僱工在本協議中拒絕繼續申請工作簽證，及/或未能在自服務協議簽訂之日起六月內抵達香港，本公司都將有權選擇退還客戶依照條款 1.1 所付款項的 50%及退還客戶依照條款 1.2、1.3、1.4、1.5 所付款項的 100%。退款將於自客戶提出書面形式申請及本公司開出終止協議關係之日起 28 日內退還至客戶。
- 10.1.2 To be eligible for the Refund Clause 10.1 herein, the Client hereby agrees that KL may demand any documentary proof as it may deem fit and necessary, in original, from the Client and/or its household members to prove that the Client has not personally or referred the FDH herein stated to any other third party to process the FDH employment visa in Hong Kong.
- 10.1.2 為符合 10.1 退款要求，客戶特此同意，本公司可要求客戶及/或其家庭成員提供任何合理且必要的原版文件，證明客戶沒有將本協議中僱工的香港工作簽證申請自行提交或轉交給任何第三方代為處理。
- 10.1.3 The Client hereby agrees that upon his/her receipt of refund as defined in Clause 10.1.1 herein, the Client shall release KL from all obligations and liabilities arising from this Agreement and waive all his/her rights against KL in respect of this Agreement or any other matters herein or in connection herewith.
- 10.1.3 客戶特此同意，一旦客戶收到本協議條款 10.1.1 所述之退款收據，客戶即免除本公司在本協議中的所有義務與責任，宣布放棄本協議中規定的其對本公司享有的所有權利或其他任何與之有關的事宜。
- 10.2 For General Services Fee covering Clause 2.3, the Client shall not be entitled to any refund of Clause 1.1, 1.2, 1.3, 1.4 and 1.5 under whatsoever circumstances.
- 10.2 如若客戶與僱工簽訂續約關係一般服務條款 2.3，則在任何情況下客戶都將無權申請退回依照條款 1.1、1.2、1.3、1.4、1.5 所付款項。

## 11. TERMINATION

### 11. 協議終止

- 11.1 If the Client fails to provide KL with true and correct personal data and information for the purpose of enabling KL to comply with its obligations hereunder and/or fails to fulfill any of the Terms and Conditions of this Agreement, KL shall have the right to terminate this Agreement immediately. In such event, payment from the Client pursuant to Clauses 1.1, 1.2, 1.3, 1.4 and 1.5 shall not be refunded.
- 11.1 如若客戶未能提供給本公司以真實正確的個人資訊及信息以供本公司履行義務和/或未能履行本協議的任何條款和條件，本公司都將有權立即終止協議關係。在該種情況下，客戶將喪失所有依據條款 1.1、1.2、1.3、1.4、1.5 的所付款項；

- 11.2 KL may terminate this Agreement immediately if it reasonably considers that by continuing this Agreement KL or the Client or the FDH may violate any law, regulation, code or court order of Hong Kong or at the FDH's country of origin. In such event, payment from the Client pursuant to Clauses 1.1, 1.2, 1.3, 1.4 and 1.5 shall not be refunded.
- 11.2. 在有充足理由認為繼續協議關係會使本公司或客戶或僱工違反香港或僱工原籍地相關法律、法規、法典或法院指令的情況下，本公司將立即終止協議關係。在該種情況下，客戶將喪失所有依據條款 1.1、1.2、1.3、1.4、1.5 的所付款項；
- 11.3 If after the signing of this Agreement, the Client shall, for any reason whatsoever, refuse to employ the FDH, or fails to provide additional information and documents within three (3) days of notice, or appear in person as required, or the Client's application is disapproved by ImmD or the respective foreign government authority(s), then this Agreement shall be deemed to have been terminated by the Client immediately. In such event, payment from the Client pursuant to Clauses 1.1, 1.2, 1.3, 1.4 and 1.5 shall not be refunded.
- 11.3. 若客戶在簽署本協議後因任何原因拒絕僱傭僱工、或未能在收到通知 3 天內提供額外信息與文件、或未能按要求親自現身、或客戶的申請被香港入境處或相關外國當局駁回，則可視作客戶立即終止協議關係。在該種情況下，客戶將喪失所有依據條款 1.1、1.2、1.3、1.4、1.5 的所付款項。
- 11.4 If after the signing of this Agreement, the Client, for any reason whatsoever, fails to settle payment advice in full as per Clause 7.4, KL, at its sole discretion, may terminate this Agreement immediately. In such event, payment from the Client pursuant to Clauses 1.1, 1.2, 1.3, 1.4 and 1.5 shall not be refunded.
- 11.4 若客戶在簽署本協議後因任何原因未能按照服務條款 7.4 款結清付款建議書，本公司可全權酌情決定選擇立即終止協議關係。在該種情況下，客戶將喪失所有依據條款 1.1、1.2、1.3、1.4、1.5 的所付款項。
- 11.5 The Client shall have the right to terminate this Agreement for any reason whatsoever by giving fourteen (14) days prior written notice to KL. In such event, payment from the Client pursuant to Clauses 1.1, 1.2, 1.3, 1.4 and 1.5 shall not be refunded.
- 11.5 客戶有權因任何原因在提前至少 14 天條件下向本公司發出書面通知以終止協議關係。在該種情況下，客戶將喪失所有依據條款 1.1、1.2、1.3、1.4、1.5 的所付款項。
- 11.6 In relation to Clause 11.1 to 11.5, the Client further agrees to release KL from all obligations and liabilities arising from this Agreement and waive all his/her rights against KL in respect of this Agreement or any other matters herein or in connection herewith.
- 11.6 就本協議 11.1 款至 11.5 款而言，客戶更同意，客戶即免除本公司在本協議中的所有義務與責任，宣布放棄本協議中規定的其對本公司享有的所有權利或其他任何與之有關的事宜。

## 12. AUTHORIZATIONS

### 12. 授權

- 12.1 The Client authorizes KL and its COEA to act on behalf of the Client as and when necessary to ensure the performance of the obligations of this Agreement and to facilitate the FDH's departure from his/her country of origin and/or from his/her current place of domicile and the application for employment visa in Hong Kong which shall include, but not limited to, corresponding with relevant local and foreign government departments and/or any other third party(s) either verbally and/or in writing.
- 12.1. 客戶授權本公司和海外機構以代表客戶確保履行本協議所規定之義務、幫助僱工離開其所在地



及/或當前居所、幫助僱工申請香港工作簽證，包括但不限於與相關政府部門及/或其他任何第三方機構進行口頭或書面通信。

- 12.2 The Client agrees that KL is entitled to disclose and transfer from time to time all information about the Client's information and business with KL to all or any of the following persons, whether in or outside Hong Kong :-
- 12.2 客戶同意本公司有權不時向所有或任何下列人士（不論在香港內外）披露及轉移有關客戶在本公司的證明文件及往來業務的所有信息：
- 12.2.1 Any person when KL is compelled to make disclosure under the requirements of any law binding on it (whether in Hong Kong or elsewhere) or any Group Member and any other legal, governmental or regulatory authorities, whether in Hong Kong or elsewhere;
- 12.2.1 本公司依照對其（不論香港或其他地方）或任何本公司集團成員有約束力的法律的規定及任何其他法律、政府或監管當局（不論在香港或其他地方）的規定不得不做披露的任何人士；
- 12.2.2 Any agent, contractor or third party service provider who provides administrative, data processing, telecommunications, computer, training, payment or debt collection or other services to KL in connection with the operation of its business;
- 12.2.2 向本公司提供與其業務運營有關的行政、資料處理、電信、電腦、培訓、付款、收數或其他服務的任何代理人、承包商或第三方服務供應商；
- 12.2.3 Any other branch of KL or any KL Group Member;
- 12.2.3 本公司的任何其他分行或任何本公司集團成員；
- 12.2.4 Any nominee, trustee, co-trustee or other persons who are involved in, and for the purposes of, the provision of the services or products to the Client or any auditor or legal advisor of KL;
- 12.2.4 涉及並且旨在向本公司客戶或任何核數師或法律顧問提供本公司服務或產品的任何代名人、受託人、共同受託人或其他人士；
- 12.2.5 Any employment related institution with which the Client has, or proposes to have, dealings;
- 12.2.5 客戶與之有交易或擬議有交易的任何僱傭有關機構；
- 12.2.6 Consulates, medical centers, insurance company, accountants, credit reference agencies, debt collection agencies, consumer credit grantors, credit bureaux, governments (including all local and overseas governments) and departments thereof, and quasi governmental authorities, courts and tribunals (including those of overseas countries) of competent jurisdiction;
- 12.2.6 領事館、醫療檢查中心、保險公司、會計師、信貸資料服務機構、收數公司、消費者信貸授予人、信貸局、財務機構、政府（包括所有本地及海外政府）及其部門、及半官方政府機關、有司法管轄權的法院及審裁處（包括那些海外國家的）；
- 12.2.7 Any actual or proposed assignee of KL and any other company with which KL is to merge or which may be seeking to acquire all or any part of the KL's business or shares;
- 12.2.7 本公司的任何實際或擬議的受讓人以及本公司將與之兼並的任何其他公司或可能尋求收購本公司全部或任何部分業務或股份的任何其他公司；
- 12.3 The Client hereby declares that all information and supporting documents submitted to KL and its COEA are true and correct. If such information and supporting documents involves any third party(s), the Client guarantees that written approval has been obtained from these respective parties for the Client's onward submission of such information to KL and its COEA to perform its obligations herein defined. As a condition of this agreement, the Client shall indemnify KL and its COEA in respect of any liability to KL and its COEA arising from any use of this information and/or supporting documents.
- 12.3 客戶特此聲明，其提交給本公司及海外機構的所有信息、證明文件真實可靠。若該信息或證明文件涉及其他第三方，客戶保證已獲得這些第三方的書面授權，允許客戶將這些信息或證明文

件進一步提交給本公司或海外機構以履行本協議所規定之義務。作為本協議的條件，客戶應保障、保護本公司或海外機構免於承擔因使用客戶提交的信息及/或證明文件而引起的任何法律責任。

- 12.4 KL and its COEA is further authorized by the Client to appoint any other employment agencies and/or third party(s) to act on behalf of KL and its COEA to perform its obligations under this Agreement in the sole discretion of KL. And KL shall not be responsible or liable for any loss, damage or expense caused by or resulting from any error, omissions, negligence or fraud or acts of any kind of the appointed employment agencies and/or third party(s).
- 12.4. 客戶進一步授權本公司及其海外機構可單方面指定任何其他職業介紹所及/或第三方機構以代表本公司履行本協議所規定之義務。對因被指定的職業介紹所及/或第三方機構導致的任何錯誤、遺漏、疏忽、欺騙或其他任何行為引起的任何損失或損壞，本公司概不負責。
- 12.5 The Client hereby also agrees to the terms and conditions of KL's Privacy Policy Statement. For details, please visit <http://www.hlc.com.hk/dhelper/pps.jsp>.
- 12.5. 客戶特此認可本公司的個人資料隱私政策條款與條件。欲了解詳情請點擊 <http://www.hlc.com.hk/pps.html>。

### 13. LIABILITY

#### 13. 責任

- 13.1 Notwithstanding anything to the contrary in this Agreement, KL shall not (in so far as it is permitted under the laws of the Hong Kong) be liable to the Client and any other person by reason of any representation or implied warranty, condition or other term or any duty at law, or under the express terms of this Agreement, for any consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of KL and its COEA or its employees, agents, associates or the FDH) arising out of or in connection with any act or omission of KL and/or its COEA and/or the FDH relating to the services provided pursuant to this Agreement.
- 13.1. 儘管本服務協議載有任何相反規定，不論是否因本公司與其海外機構及其職員、代理機構、合作夥伴或僱工的疏忽招致（只要符合香港特別行政區相關法律），本公司都不會因為任何聲明，本協議明示條款規定或默示擔保、或法律的責任對客戶承擔任何責任；也不論是否因本公司及/或依照本協議提供相關服務的僱工而起或與之相關，對於客戶或任何人士直接、間接或任何情況之下引起而蒙受或承擔任何間接、相應或附帶損失、利潤或商機損失，或其他種類的損失或損害，本公司概不負責。
- 13.2 The Client confirms that the Hong Kong Government and the FDH's foreign government authority(s) may, from time to time, change or amend the minimum allowable wage, travel and food allowance and/or other terms and conditions for the employment of a FDH (the "new terms and conditions of employment") during the application process. The Client hereby agrees to fulfill these new terms and conditions of employment as and when required and will indemnify and hold KL and its COEA and its employees, agents, associates harmless from all costs, penalties, damages and other losses incurred as the result of these new terms and conditions of employment.
- 13.2. 客戶知悉，在其申請過程中，香港特區政府及僱工原籍地當局可能不時更改或修訂僱傭僱工的標準規定最低工資、膳食及交通津貼及/或其他條款與條件（“新僱傭條款與條件”）。客戶特此同意依相關要求履行最新條款與條件，客戶應保障本公司及海外機構、本公司員工、代理機構或合作夥伴免於承擔因新僱傭條款與條件而引起的任何成本、懲罰、破壞或其他損失。
- 13.3 The Client agrees and accepts that KL does not provide legal, professional or career advice. Nothing in the Website(s) or the contents or materials and information available through KL's operated website(s) and social media site(s) and/or mail/email/SMS/Instant Message(s) and/or conversations by telephone or in person between the Client and KL constitute legal, career or other professional

advice. The Client agrees that in no event will KL or its employees, agents or associates be liable for any decision made or action taken in reliance on these information for any consequential loss or damages.

- 13.3. 客戶認可並接受本公司恕不提供任何法律、專業或職業指導意見。本公司網站和社交平台站點上發布的任何內容、材料、信息，及/或客戶與本公司之間的郵件/電子郵件/短信/即時消息、及/或電話與面談內容，均不構成任何法律、專業、職業或其他指導意見。客戶特此同意，對客戶依據這些信息作出決定或採取行動而造成的損失或損壞，本公司概不負責。
- 13.4 The Client hereby declares that the Client is fully aware that the Client's application for the issuance of the FDH's employment visa and the FDH's successful arrival to report duty at Hong Kong is determined solely by the discretion of ImmD and the FDH's country of origin's respective government authority(s). No guarantee or warranty is hereby given by KL that the Client's and/or FDH's application will be successfully approved and the FDH will report duty as stated in Appendix 1's preferred pick up date and KL and its COEA or its employees, agents, associates or the FDH shall not be liable to the Client and any other person for any loss or damage arising out of or in connection with the delays or refusal of the FDH's employment approval by the respective local or foreign government authority(s) and/or delays in transportation herein stated.
- 13.4. 客戶特此聲明其已充分了解僱工工作簽證的簽發及按時報到工作完全由入境處及僱工原籍地當局處理。本公司並未對僱工工作簽證的順利取得或僱工依附錄 1 所述期望上任日期按時報到工作作出任何保證或擔保。對由因入境處或相關當局延誤或拒絕簽發僱工工作簽證、及/或交通原因而造成、或與之相關而對客戶或其他個人造成的任何損失或損害，本公司及海外機構、本公司員工、代理機構或合作夥伴概不負責。
- 13.5 For the avoidance of doubt, the Client hereby declares that the Client is fully aware that the information contained in the FDH's bio-data and/or resume is for general guidance only. The Client also hereby confirms that prior to his/her undertaking of any actions, he/she has obtained sufficient advices specific to his/her circumstances from the FDH and his/her legal or any other advisors. While KL has made every attempt to ensure that the information contained in the FDH's bio-data and/or resume has been obtained from reliable sources, KL and its employees are not responsible for any errors or omissions in the FDH's bio-data and/or resume. And all information herein are provided on a "as is" basis, with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance and fitness for a particular purpose. The Client agrees that in no event will KL and its COEA or its employees, agents or associates be liable for any decision made or action taken in reliance on these information for any consequential loss or damages.
- 13.5. 為免生疑問，客戶特此聲明其已充分了解僱工資歷數據及/或個人簡歷中包含的資訊僅作一般指引用途。客戶特此確認，在其採取任何行動之前，其已從僱工、法律顧問及/或其他顧問處獲取到針對其個人情況的充分建議。儘管本公司致力確保僱工資歷數據及/或個人簡歷中包含的資訊由可靠渠道獲取，本公司及其職員並不對其中可能含有的錯誤或遺漏負責。所有資訊均按“現狀”條件提供，不保證資訊及使用此資訊所得結果的完整、精確、及時，不附帶任何形式明示或默示的擔保，包括但不限於針對特定用途的適用性。客戶同意，對客戶依據這些信息作出決定或採取行動而造成的損失或損壞，本公司及海外機構、本公司員工、代理機構或合作夥伴及其職員概不負責。

#### 14. FORCE MAJEURE

##### 14. 不可抗力

KL shall not be liable for any failure to comply with its obligations hereunder if such failure is due to any causes beyond its reasonable control including but without limiting the generality thereof, acts of God, acts of civil or military authority, labour disputes, fire, riot, civil commotions, war, floods, epidemics, delays in transportation or governmental restrictions.

發生以下情況時，本公司對於未能履行本協議規定之義務概不負責，這些情況是指發生了本公司自己無法控制的不可抗力事件，包括但不限於一般情況下的天災、民事或軍事行為、勞資糾紛、火災、騷亂、民變、戰爭、洪水、大規模流行病、因運輸造成延誤或政府限令等。

#### 15. EMPLOYMENT PRIOR TO VISA APPROVAL

##### 15. 先於簽證審批開始工作

The Client acknowledges that KL has advised the Client that it is an offence, on the part of both the Client and the FDH, for the FDH to commence employment with the Client prior to the grant by the ImmD of the FDH's Employment Visa for employment with the Client.

客戶確認，本公司已告知其在入境處簽發僱工工作簽證前讓僱工開始工作是客戶與僱工雙方的違法行為。

#### 16. CLIENT'S LEGAL OBLIGATIONS AS AN EMPLOYER

##### 16. 客戶作為僱主的法律義務

The Client acknowledges that KL has explained to the Client and the Client fully understands the content and responsibilities of ID407. The Client also confirms that he/she has read KL's Video at KL (<https://www.hlc.com.hk/en/cop.html>) which briefs the Client on his/her risks and obligations. The Client further confirms that KL has briefed the Client on Employment Ordinance (Cap.57) and Immigration Ordinance (Cap. 115) and has been advised to refer to the Labour Department's portal ([www.eaa.labour.gov.hk](http://www.eaa.labour.gov.hk)) when engaging with an employment agent.

The Client further affirms receipt of Wage Receipt Form, Rest Day, Statutory Holidays and Annual Leave Receipt Form, Notification of Termination of Employment Contract with Foreign Domestic Helper (the "ID 407E"), Acknowledge of Wage Receipt for Completion or Termination of Standard Employment Contract, Copy of the FDH bio-data, Copy of ID407 signed by the Client and FDH and publicity materials relating to FDH's rights and benefits as well as having been briefed about the FDH's rights and the Clients' obligations in full and understood all materials herein.

客戶承認本公司已向其解釋清楚且客戶已完全理解合約 ID407 的內容和責任。客戶並確認其已觀看本公司網站上的關於僱主的風險與義務的視頻 (<https://www.hlc.com.hk/cop.html>)。客戶並再確認本公司已簡報講解第 57 章僱傭條例及第 115 章入境條例、且本公司已建議其在與僱傭代理機構交涉時參考勞工處網站 ([www.eaa.labour.gov.hk](http://www.eaa.labour.gov.hk))。

客戶進一步確認收到工資收據表格，休息日，法定假日及年假收據表格，與外籍家庭傭工終止僱傭合約通知書（“ID407E”），確認完成或終止標準僱傭合約待遇的收據，傭工簡歷副本，由客戶及傭工簽署的 ID407 合約副本和外傭權益有關的指南、小冊子等宣傳資料並充分了解了傭工的權利和客戶的義務，並明白了其中所有內容。

## 17. COMPLAINTS, COMPLIMENTS AND SUGGESTIONS

### 17. 投訴、褒獎與建議

KL aims to deliver the very best experience to all our Clients and your feedback is very important to us which will help to identify areas for improvement. Please contact [suggestion@hlc.com.hk](mailto:suggestion@hlc.com.hk).

本公司旨在為所有客戶提供最優質的服務，您的反饋對於我們如何改進至關重要。如有投訴、褒獎與建議，歡迎聯繫 [suggestion@hlc.com.hk](mailto:suggestion@hlc.com.hk)。

## 18. CONFIDENTIALITY

### 18. 保密

18.1 Throughout and after the completion or termination of this Agreement, KL undertakes that it shall not disclose any of the Client's information except with written consent herein stated or if directed to do so by a competent court of Hong Kong.

18.1. 本公司承諾，在執行本協議期間及完成或終止本協議之後，除客戶在此已書面同意或本公司收到香港特別行政區法庭書面指令的情況下，本公司承諾不可洩露任何客戶的信息。

18.2 Throughout and after the completion or termination of this Agreement, the Client shall ensure that the personal details of the FDH are kept confidential and secured at all times unless it is directed to do so by a regulatory agency/body or a competent court of Hong Kong.

18.2. 客戶承諾，在執行本協議期間及完成或終止本協議之後，除客戶收到香港特別行政區執法部門或法庭書面指令的情況下，客戶應確保及承諾本協議內僱工的個人資料應絕對保密。

## 19. THIRD PARTY RIGHTS

Unless expressly provided to the contrary in the terms and conditions of this Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any of the terms and conditions in this Agreement. Notwithstanding any terms of this Agreement, the consent of any third party is not required for any amendment or variation (including any release or compromise of any liability), rescission or termination of this Agreement. Where third parties are conferred rights under this Agreement, those rights are not assignable or transferable.

### 19. 第三者權利

除本協議的條款及條件有明文的相反規定外，非屬本協議訂約方的人士無權根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行或享有本協議任何條款及條件的利益。不論本協議有任何條款，修訂或修改（包括任何責任的任何解除或妥協）、撤銷或終止本協議均毋須經任何第三者同意。若第三者根據本協議獲賦予權利，該等權利概不可出讓或轉讓。

## 20. FULL AGREEMENT

### 20. 完整服務協議

This Service Agreement, together with Appendix 1 & 2, sets out the full agreement between the Client and KL. Any prior representations, warranties and negotiations whether expressed or implied, written or verbally conducted between the parties to this Agreement or the employees, agents or associates of either

party shall be superseded by the terms and conditions of this Agreement.

本服務協議及附錄 1 和 2 達成了客戶與本公司雙方的完整協議。如本協議簽訂前已有其他聲明、擔保、磋商存在，無論是為明示或為默示、書面或口頭形式，也無論是由職員、代理機構、合作夥伴任何一方簽訂，均應以本協議所訂條款取代。

#### 21. English Version Prevails

In case of any discrepancy between the English and Chinese versions of these Terms, the English version shall prevail.

#### 21. 英文本為準

本條款的中文譯本只供參考。若英文譯本與中文譯本之間有任何歧義，則以英文譯本為準。

#### 22. GOVERNING LAW

##### 22. 管轄法

22.1 Each of the clauses of the Agreement is severable and distinct from the others and, if at any time one or more of such clause is or becomes illegal, invalid or unenforceable in any respect under the laws of Hong Kong, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

22.1. 本協議內之各項條款均可分割及獨立詮釋，即使任何條款因香港法律管轄區之法律變成非法、無效或不能強制執行，其餘條文之合法性，有效性或應執行力均不受任何影響。

22.2 This Agreement shall be exclusively governed by and construed in accordance with the laws of Hong Kong SAR of the People's Republic of China for the purposes of determining or enforcing any claim arising hereunder.

22.2. 本協議只受中華人民共和國香港特別行政區之法律管轄並依其進行解釋，以確定並實施。

