

Hong Kong Special Administrative Region

Immigration Department

Application for Employment of

Domestic Helper from Abroad

(to be completed by the employer)



ID(E)407K

<u>For official use</u>
<div style="border: 1px solid black; width: 100%; height: 30px; margin: 5px 0;"></div>

Employers are advised to read the "Guidebook for the Employment of Domestic Helpers from Abroad" [ID(E)969] before completing this application form.

Part A: Particulars of Employer in Hong Kong									
Full name: <i>* Mr/Miss/Mrs/Ms</i>					Name in Chinese (if applicable):				
Date of Birth	Day	Month	Year		Hong Kong identity card no.			()	
Nationality:				Travel document type and no.:					
Occupation:				Relationship with the domestic helper to be employed:					
Residential address:									
Daytime contact telephone no.:				Fax no.:			Home telephone no.:		

1. Name of domestic helper to be employed from abroad: _____ (the "Helper")

2. File reference of Helper (if any): VC/A _____

3. Employment of the Helper (please tick as appropriate):

(a) First time

(b) Contract renewal

(c) Replacement Name of the domestic helper being replaced: _____

His/Her HK identity card no. (if available): _____

Date of termination of contract: _____

(d) Additional Please attach a letter to explain your need to employ an additional helper, the living arrangement for all your domestic helpers and details of their deployment.

4. Arrangement of Helper's home leave (Only applicable to the application for contract renewal and change of employer in HKSAR)

Take leave immediately before the commencement of the new contract

Leave be deferred within one year[@] (Reason: _____)

[@] The employer shall arrange for the Helper to complete the Application for an Extension of Stay form (ID91) and submit the form with this application. For details, please refer to the "Contract renewal with the same employer" or "Change of employer" section of the "Guidebook for the Employment of Domestic Helpers from Abroad" [ID(E)969].

* Delete where inappropriate

5. Details of Helper(s) currently employed by you and/or your family at the contractual address:

Name of Helper	HKIC No.	Limitation of stay in Hong Kong until	Employer's name

6. Household information:

Particulars of persons residing at the contractual address [Please refer to para 2 of the Schedule of Accommodation and Domestic Duties of the standard Employment Contract (ID407)]:

Name	Year of Birth	HK Identity Card No.

Monthly household income: HK\$ _____ Number of bedrooms: _____ (Separate room for Helper(s): Yes/No*)

Note

Access to Personal Data

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.

Enquiries about Personal Data

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, 6th Floor, Immigration Tower, 7 Gloucester Road,
 Wan Chai, Hong Kong
 Tel.: 2829 3176

* Delete where inappropriate

Part B: Declaration

I declare that I can meet the eligibility criteria for the employment of domestic helper(s) from abroad as set out in the "Guidebook for the Employment of Domestic Helpers from Abroad" [ID(E)969].

I certify from my personal knowledge of the Helper that I am able to strongly support the Helper as a person whom I believe:

- (a) is suitable to be allowed into the HKSAR for employment as a domestic helper;
- (b) will abide by the laws of the HKSAR while here;
- (c) will leave the HKSAR on expiry of stay granted by the Director of Immigration; and
- (d) will not work in any non-contractual address and/or for non-domestic duties.

I will assume responsibility for the Helper's repatriation to _____ (place of origin) if at the expiry of stay granted by the Director of Immigration, the Helper fails to leave the HKSAR.

I will inform the Director of Immigration of any changes or cessation in the Helper's employment in the HKSAR within seven days of the date of the changes or termination.

I consent to the making of any enquiries necessary for the processing of the application.

Part C: Undertaking

I undertake to the Government of the Hong Kong Special Administrative Region that:

- (a) I will not ask, require, procure or cause the Helper to perform duties other than those domestic duties set out in the Schedule of Accommodation and Domestic Duties attached to the employment contract (D. H. Contract No. _____);
- (b) I will not ask, cause or allow the Helper 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 above-mentioned employment contract;
- (c) I will not ask, require, procure or cause the Helper to perform motor vehicle driving duties in relation to the Helper's employment as a domestic helper under any circumstances except with special permission of the Director of Immigration;
- (d) I will pay the Helper a salary that is no less than the minimum allowable wage announced by the Government of the Hong Kong Special Administrative Region and prevailing at the date of the above-mentioned employment contract;
- (e) I will provide the Helper suitable accommodation and with reasonable privacy; and
- (f) The Helper will reside only in the residence as stated in Clause 3 of the above-mentioned employment contract[#].

I understand that if I breach this undertaking, my conduct will be taken into account in considering any future application I may make to employ a domestic helper from abroad and that any such application may be refused.

I understand that, if I fail to pay the Helper the wages due under the above-mentioned employment contract, I shall be liable to prosecution.

I also understand that it is an offence for a Helper to take up any duties other than those domestic duties set out in the Schedule of Accommodation and Domestic Duties attached to the above-mentioned employment contract and that any person who aids, abets, counsels or procures the commission of an offence by a Helper shall also be liable to prosecution.

[#] 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.

Part D: Levy

I understand that I will be required to pay a levy to the Director of Immigration in accordance with the Employees Retraining Ordinance (Chapter 423) before a visa for the Helper is granted and any levy paid is not refundable. I choose to pay the levy by (please tick as appropriate):

- a one-off lump sum payment four equal half-yearly instalments

I understand that if I fail to pay the levy on or before the due date, the Director of Immigration may recover all outstanding instalment(s) in a lump sum irrespective of their due date(s) and may refuse my permission to employ a domestic helper(s) from abroad in future even though the overdue instalment(s) in question have subsequently been paid.

*As my previous Helper failed to arrive in Hong Kong/outgoing Helper failed to complete his/her contract of employment, a balance of levy paid by me exists. I request that the Director of Immigration takes the levy balance into account when determining the levy for my present application for a replacement Helper in accordance with section 15 of the Employees Retraining Ordinance. I understand that the levy balance can only be taken into account in my present application if it is made within four months from the date the defaulting Helper failed to arrive in Hong Kong, or complete his/her contract of employment.

Particulars of the previous/outgoing Helper-

- (a) Name of the previous/outgoing Helper: _____
- (b) His/Her HK identity card no. (if available): _____
- (c) Date of commencement of his/her latest contract: _____
- (d) Date of termination of his/her latest contract: _____
- (e) Amount of levy used (\$400 x [(d)-(c)]month(s) #): _____
- (f) Total amount of levy paid for him/her: _____
- (g) Balance of levy to be applied to the new Helper [(f)-(e)]: _____

Employer's signature _____ Date _____

* delete where inappropriate

Any number of day(s) less than one month will be regarded as one month.

Example 1 : 11 Jan 2004 (commencement date) to 11 July 2004 (termination date) = 6 months

Example 2 : 11 Jan 2004 (commencement date) to 12 July 2004 (termination date) = 6 months + 1 day = 7 months