

[This sample Deed of Undertaking sets out the format to be used by subcontractor. All characters in square brackets are guidance notes and shall not appear in the Deed of Undertaking submitted]

LABOUR IMPORTATION SCHEME FOR THE CONSTRUCTION SECTOR

DEED OF UNDERTAKING

To: (hereinafter called 'the Principal Contractor') in relation to Works Contract dated (hereinafter called 'the Works Contract')

THIS DEED is made.....of 20

WHEREAS

Ais a company incorporated in and in accordance with the laws of and whose registered office/principal place of business is situated at (hereinafter called 'the subcontractor')

B. The subcontractor has entered into the Works Contract with the Principal Contractor.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In this Deed :
 - (a) 'applicant' means the principal contractor who submits or has submitted quota application under the Labour Importation Scheme for the Construction Sector of the Government of the Hong Kong Special Administrative Region (the Construction Sector Scheme) in relation to the Works Contract; and
 - (b) 'employer' means any person who enters or has entered into a contract of employment to employ an employee recruited from outside Hong Kong under the importation quota allocated to the applicant, and 'employee' shall be construed accordingly.
2. The subcontractor covenants and agrees that it will enter into a contract in the form and terms required by the Construction Sector Scheme as the employer of the employee should the applicant be allocated a quota under the Construction Sector Scheme.
3. The subcontractor further covenants and agrees that it shall:
 - (a) comply with all the employer's obligations under the terms and conditions of the employment contract between the employer and the employee;
 - (b) comply with all statutory requirements related to the employment of the employee; and
 - (c) pay to the employee all remuneration, expenses, allowances, damages, compensation and other payments under the Employment Ordinance (Cap. 57), the Employees' Compensation Ordinance (Cap. 282) and any other payment the employer is or becomes liable to the employee pursuant to any laws and/or regulations of Hong Kong.
4. If there is any conflict, ambiguity or inconsistency between the English and Chinese versions of this Deed, the English version shall prevail.
5. This Deed shall be governed by and construed according to the laws for the time being in force in Hong Kong.

All disputes arising out of this Deed shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

IN WITNESS WHEREOF the subcontractor has executed this Deed the day and year first hereinbefore written.

[Sample attestation clause for use by company incorporated in Hong Kong]

Alternative A (with Common Seal)

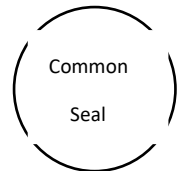
Executed and delivered)
as a deed and the COMMON SEAL)
of [name of Principal Contractor])
was affixed in the presence of)
[] its [director(s) or)
director and secretary or person(s) authorized to)
sign the contract by its board of directors])
in the presence of a witness:)
.....)
[Name])
[Occupation])
[Address])

[Signature of the director(s) etc]

Alternative B (without a Common Seal)

Executed and delivered as a deed)
by [name of the Principal Contractor] acting through)
[] (its sole director)) or)
[] and [] (its directors))
Or)
[] (its director) and)
[] (its company secretary))
in the presence of a witness:)
.....)
[Name])
[Occupation])
[Address])

[Signature of the director(s) etc]



Or

[Sample attestation clause for use by an attorney]

SIGNED, SEALED and DELIVERED by)

[insert the name of the Principal Contractor] by)

[])

his/her/its attorney under power of attorney)

dated [])

In the presence of)

.....)

[Name])

[Occupation])

[Address])

[Signature of the attorney]

