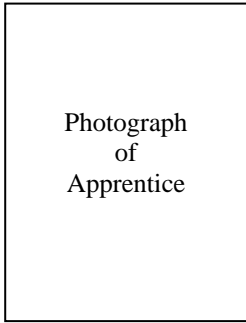


Contract of Apprenticeship
APPRENTICESHIP ORDINANCE (Chapter 47)



This Contract is made on between
a. Employer :
(in Chinese)
b. Apprentice (in Chinese) of the second part, and
c. Guardian : of the third part, who is joined as a party to this
Contract as the guardian of the apprentice

TERMS OF CONTRACT

Trade and Period of Training

1. The apprentice of his / her own free will and with the consent of his / her guardian agrees to serve the employer as his apprentice and to receive training both theoretical and practical in the trade of for a period of years months, from
* The period of training has been reduced under section 23 of the Apprenticeship Ordinance (Cap. 47).
* The period of training has been reduced because the apprentice has previously received years months related training in

Pay and Bonus

2. (1) The employer agrees to pay the apprentice as follows : -
(i) From the date of * commencement of apprenticeship / execution of this Contract :
HK\$ per * month / day
The wages will be increased according to the progress of the apprentice and the increase will not be less than% per year.
(ii) In addition to the above wages, the employer agrees to pay the apprentice the following allowances : -
.....
(iii) If the period of training is extended by the Director of Apprenticeship under section 22 of the Apprenticeship Ordinance (Cap. 47), the wages during the extended period will not be less than that immediately preceding the extension.
(iv) The rate for overtime istimes the normal rate.
(2) Payment shall be made regularly in accordance with the normal practice of the employer which is specified as follows : -
.....
The pay day may be advanced or postponed but in any case not later than seven days after the expiry of a wage period as provided in the Employment Ordinance (Cap. 57).
Payment shall be made * by cash / by cheque / through the apprentice's bank account.
(3) (Bonus if any, to be included here).

Hours of Work, Overtime Employment and Rest Day

3. (1) The daily hours of work and overtime employment shall conform to the hours prescribed in the Apprenticeship Regulations. They are as follows : -
(a) Normal period of employment
from to, and from to
(b) Overtime work , if necessary , will be
from to, and there will also be an interval for rest from to
(2) The apprentice is NOT allowed to be employed on overtime before
(3) The apprentice shall be given at least one rest day per week and the rest day is fixed for

Note : Before the apprentice attains the age of 18 years , the period of employment, including overtime, must NOT end later than 7.00 p.m.

Probationary Period

4. (1) There shall be a probationary period of months during which period either the employer or the apprentice shall have the right to terminate this Contract by giving 7 days' notice orally or in writing. If any party terminates this Contract during the probationary period without notice, the party terminating the Contract shall pay to the other party a sum equal to the amount of wages which would have accrued to the apprentice during the period of notice.

(2) After the probationary period has expired this Contract cannot be terminated by either party except on the grounds set out in clause 11.

(3) The probationary period served by the apprentice shall be counted as part of the period of apprenticeship under this Contract.

Practical Training

5. The employer shall employ the apprentice and shall, to the best of his ability, skill and knowledge, teach the apprentice or cause him/her to be taught in such skills and operations as may be specified by the Director of Apprenticeship in relation to the trade in which he/she is apprenticed.

Theoretical Training

6. The apprentice agrees to attend a course of instruction at a technical institution in accordance with an attendance order made by the Director of Apprenticeship and understands that failure to attend the course may result in his/her apprenticeship being extended under section 22 of the Apprenticeship Ordinance (Cap. 47) or terminated for breach of this Contract in accordance with clause 11(3).

7. (1) The employer agrees to permit the apprentice to attend a course of instruction at a technical institution in accordance with an attendance order made by the Director of Apprenticeship and to pay fees for such course.

(2) The apprentice shall be allowed to leave work sufficiently early for him/her to get to the technical institution to attend any evening classes punctually taking into account such factors as the distance involved, traffic conditions and difficulties of getting public transport.

Holidays and Annual Leave with Pay

8. (1) The apprentice shall be granted the statutory holidays with pay required to be granted under Part VIII of the Employment Ordinance (Cap. 57) and any other holidays normally granted by the employer to his employees regardless of the period of time he/she has served in his/her apprenticeship.

(2) The apprentice shall be granted annual leave with pay in accordance with Part VIIIA of the Employment Ordinance (Cap. 57).

(3) Part IX (regarding ancillary provisions relating to sickness allowance and holidays and annual leave with pay) of the Employment Ordinance (Cap. 57) shall apply to this contract.

Deductions from Wages

9. The employer may deduct pay for non-attendance without excuse by the apprentice at a course of instruction at a technical institution specified in an attendance order made by the Director of Apprenticeship, if the course is held during the normal period of employment.

Sickness Allowance

10. *(a) The apprentice shall be granted sickness allowance, on production of a medical certificate issued by a registered medical practitioner, not inferior to that provided in Part VII of the Employment Ordinance (Cap. 57).

*(b) As set out in the employer's Conditions of Service, which shall not be inferior to (a).

Termination of Contract

11. (1) *Under the Apprenticeship Ordinance (Cap. 47)*

This Contract may be terminated under section 30 of the Apprenticeship Ordinance (Cap. 47)

(a) by the parties, if all the parties agree to the termination;

(b) by the employer, on any of the grounds specified in paragraph (2), (3) or (4) of this clause;

(c) by the apprentice, in the event of his/her marriage;

(d) by the Director of Apprenticeship :-

(i) if he is satisfied that the employer is unable to, or does not, give the apprentice adequate training in accordance with this Contract; or

(ii) if he is satisfied that it is for the benefit of the apprentice to terminate this Contract.

(2) *Persistent Disobedience or Wilful Misbehaviour*

If the apprentice persistently refuses to carry out any lawful and reasonable orders of a responsible official of the employer or cause deliberate damage to machinery or other property of the employer, the employer may terminate this Contract after obtaining the consent in writing of the Director of Apprenticeship.

(3) *Absence*

If the apprentice is absent from work or from a course of instruction at a technical institution specified in an attendance order made by the Director of Apprenticeship for a continuous period longer than 7 days or for frequent short periods without a good reason or without the previous approval of the employer, the employer may terminate this Contract after obtaining the consent in writing of the Director of Apprenticeship.

(4) *Long lay-off due to Medical Unfitness*

If the apprentice has ceased to receive training for more than one year owing to medical unfitness, the employer may terminate this Contract after obtaining the consent in writing of the Director of Apprenticeship.

(5) Failure in technical course examinations shall not, by itself, constitute a ground for termination of this Contract.

Suspension of Apprentice

12. The employer may suspend the apprentice from employment with or without pay for a period not exceeding 14 days in accordance with section 29 of the Apprenticeship Ordinance (Cap. 47).

Disqualification of Apprentice

13. Where this Contract is terminated : -

- (a) on the ground of wilful misbehaviour or persistent disobedience by the apprentice; or
- (b) on the ground of a breach or repudiation of this Contract by the apprentice after the expiry of the probationary period;

he/she will be disqualified , during the period of 2 years after the termination, from entering into a fresh contract of apprenticeship in the trade specified in clause 1 or in a designated trade with any employer or from attending the course of instruction at a technical institution which he/she is required to attend under clause 6.

Extension of Apprenticeship Period

14. The period of apprenticeship may be extended by the Director of Apprenticeship beyond that stated in clause 1 to cover any period not served by the apprentice for reason of illness or any other cause or on any other ground specified in section 22 of the Apprenticeship Ordinance (Cap. 47), including non-attendance of the course of instruction the apprentice is required to attend under clause 6.

Certificate of Completion of Apprenticeship

15. On satisfactory completion of the period of apprenticeship, the apprentice shall receive a Certificate of Completion of the apprenticeship issued by the employer and countersigned by the Director of Apprenticeship.

16. The apprentice hereby agrees that he/she will diligently and faithfully serve his/her employer and will work and learn his/her trade. The apprentice also undertakes that he/she will keep the secrets of his/her employer and will not divulge any matters relating to the business or interests of the employer to any unauthorized person.

17. Nothing contained in this Contract shall preclude the apprentice from enjoying any benefit or protection under the Apprenticeship Ordinance (Cap. 47) or other laws of Hong Kong or collective agreements coming into force or any improvement in his/her conditions of service in the light of rates of pay, allowance or other benefits generally granted by the employer to his employees after the effective day of this Contract.

It is agreed that this Contract of Apprenticeship shall be in accordance with the provisions of the Apprenticeship Ordinance (Cap. 47) and the terms and conditions as set out above. All disputes between the employer and apprentice shall be referred to the Director of Apprenticeship.

Signed by the parties to this Contract : -

Employer : Office Address and Telephone Number :

.....

Name of Signatory :

.....

Position :

.....

.....
*(Signature of employer or other person signing
for or on behalf of employer and company chop)*

Apprentice : Address and Telephone Number :

.....

Date of Birth :

HKIC Number :

.....
(Signature of apprentice)

*Guardian : Address and Telephone Number :

.....

Relation with Apprentice :

HKIC Number :

.....
(Signature of guardian)

Date

*Delete where inappropriate