

Smart Living & Smart Baby Care - Terms & Conditions

A. Terms & Conditions for Vacancy Registration

1. You must ensure that all the information provided is true and correct.
2. Regardless of the vacancy registration method, all first-time registrants are required to submit an address proof (e.g. water/electricity/town gas/telephone bills or bank statement) issued within the recent 3 months with name and address identical to the registered name and address of the employer or the contact person.
3. Registration of post-natal care vacancy is valid for 9 months, while all other vacancy registrations are valid for 3 months. Once a vacancy is registered, you need not re-register the same vacancy during the validity period. If you wish to change your registration information or cancel your registration, please update your records in the “ERB Home Services” Mobile App, or notify the relevant Smart Living - Regional Service Centre (RSC) or the Smart Baby Care (SBC).
4. All information you have provided in the vacancy registration must not violate the Sex Discrimination Ordinance, the Disability Discrimination Ordinance, the Family Status Discrimination Ordinance and the Race Discrimination Ordinance. Please do not specify any requirements on the gender, age, race of the job seekers or any other discriminatory terms. Otherwise, your vacancy registration will not be accepted. For details of the Ordinances, please visit the website of the Equal Opportunities Commission at www.eoc.org.hk or contact them at 2511 8211.
5. If you need to collect personal data of job seekers, please observe the Personal Data (Privacy) Ordinance in collecting and handling the personal data. For details, please visit the website of the Office of the Privacy Commissioner for Personal Data, Hong Kong at www.pcpd.org.hk or contact them at 2827 2827.
6. Under the Mandatory Provident Fund Schemes Ordinance, except for exempt persons (including domestic employees), employers are required to enrol both their full-time and part-time employees aged 18 to 64 who have been employed for a continuous period of 60 days or more in an MPF scheme within the first 60 days of their employment. For details, please visit the website of the Mandatory Provident Fund Schemes Authority at www.mpfa.org.hk or contact them at 2918 0102.
7. Any nuisances or disruptive behaviors including but not limited to using foul language, making threats, making abusive remarks, sending unwanted marketing information, sending disturbing messages or images to RSCs or SBC staff or helpers are not accepted. The Employees Retraining Board (ERB), the RSCs and the SBC reserve the right to refuse or terminate the service to you.

B. Terms & Conditions for Recruitment (Applicable to domestic helper/personal care helper/post-natal care helper/infant child care helper vacancies)

1. You have to guarantee that the person recruited for this vacancy is a direct employee of you and would be subjected to the protection of the Employment Ordinance. ERB, the RSCs and the SBC will not get involved in the employer-and-employee relationship between you and the helpers, therefore, ERB, RSCs, SBC and their staff shall refute any liability to the service arrangements, including but not limited to the service contents and wage agreed between you and the helpers.
2. Under the Employees’ Compensation Ordinance, all employers are required to take out employees’ compensation insurance to cover their liabilities both under the Ordinance and at common law for work injuries in respect of all their employees (including full-time and

part-time employees, e.g. part-time domestic helpers). For enquiries, please visit the website of the Labour Department at www.labour.gov.hk or contact them at 2717 1771.

3. You should undertake to take out employees' compensation insurance for your recruited helper and provide information about the insurance policy to RSC or SBC on or before the duty date, or take out the short term insurance policies offered by the designated insurers of ERB via RSC or SBC. If you fail to do so, ERB, RSC or SBC may refer your case to the Labour Department of suspected case of violation of Employees' Compensation Ordinance.
4. You should pay the employee(s), to whom the Minimum Wage Ordinance applies, hired to fill this post wages no less than the Statutory Minimum Wage (SMW) rate in respect of any wage period in accordance with requirements of the ordinance. Registration of any vacancies with wages offered below the SMW rate will not be accepted.
5. You are advised to enter into written employment contracts with your helpers, specifying the terms of employment so as to avoid unnecessary conflicts and disputes. A sample employment contract can be downloaded from the Smart Living website at www.erb.org/smartliving/ or the Smart Baby Care website at www.erb.org/smartbabycare/.
6. During the referral process, you will receive the personal information of the referred helper specifying (1) basic information provided by the helper and/or (2) information automatically updated by the ERB system. You are advised to verify helper's information specified at (1) on your own.
7. Smart Living and Smart Baby Care requires all the helpers to declare and guarantee that all the information they provided to ERB, RSCs, SBC and/or the employer is true and correct. Helpers will be liable for any errors in, omissions from, or misstatements or misrepresentations (whether express or implied) concerning any such information. ERB, RSCs, SBC and their staff shall refute any liability to any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on such information.

C. Disclaimer for Home-based Client (Applicable to Masseur vacancies)

1. All masseurs referred through Smart Living provide services in the capacity of self-employed persons. ERB and the RSCs will not get involved in the transaction between the clients and the masseurs, therefore, ERB, the RSCs and their staff shall refute any liability to the service arrangements, including but not limited to the service contents and service charge agreed between you and the masseurs.
2. As the occupier of the service address, you and any others in the service address are responsible for ensuring the masseur's personal safety whilst providing the service, including but not limited to: (1) safety of the masseur and his/her property; (2) safety and suitability of the premises to carry out massage services, so as to avoid accidents.
3. You should respect the masseur's professional conduct, and will not make any unreasonable demands.

D. Statement of Purposes for Personal Data

1. Purpose for collecting and keeping personal data:
 - (i) Regardless of the vacancy registration method, the personal data and vacancy registration information as provided by you will be used by ERB, RSCs and/or SBC for job referral, statistical, survey purposes, or taking out short-term insurance policy (if applicable). The provision of personal data in the process of your registration is voluntary. However, if you do not provide sufficient information, we may not be able to provide the referral service to you.

- (ii) For the above purposes, the personal data provided by you may be disclosed to job seekers, RSCs, SBC, insurance broker or insurer (if taken out short-term insurance via ERB), and/or research companies appointed by ERB. If you fail to provide information/proof of taking out a valid insurance policy for your helper(s) to ERB, relevant RSCs and/or SBC, your personal data may be disclosed to the Labour Department for investigation into a suspected case of violation of the Employees' Compensation Ordinance.
 - (iii) ERB may use your personal data (including, but not limited to, name, address, email address and telephone number) for sending to you marketing information related to training courses, services, activities, facilities and related information of ERB ("Relevant Information"), through instant messaging apps, emails, SMS, direct mailing and telephone calls, etc. Your personal data may be transferred to RSCs, SBC and/or companies commissioned by ERB for such purposes.
2. You are allowed to access to and/or obtain a copy of your personal data and/or to correct the personal data should the record be incorrect. ERB may collect a fee from you for a copy of your personal data.
 3. You have rights of access to and correction of your personal data, obtain copies of your personal data, or object to the use of your personal data for direct marketing purposes. You may send your requests to any RSC or SBC or call ERB hotline at 182 182.