

# REQUIREMENTS FOR CHANGE OF LICENSE HOLDER OF ACCREDITED FOREIGN RECRUITMENT AGENCY (FRA)

**PAYMENT: 320.00HKD**

**Direction:** Please submit the following requirements according to the list. Make sure that each document is properly and completely accomplished. (example: name & signature of witnesses; date & place of signing; all signature of owner should be with agency chop).

**PART A: Please submit the following:**

1. Letter request addressed to the Labor Attache informing about the change of license holder of the agency
2. HK ID of the New Owner/s or licensee/s and Old Owner/s or Licensee/s with recent one **2x2** photograph
3. New License bearing the name of the new license holder (3 copies)
4. New Business Registration bearing the name of the New license holder (3 copies)
5. Declaration of Assumption of Liability (1 original; 2 photocopies)
6. Ethical Recruitment Undertaking (1 original; 2 photocopies)

**CONSULATE REMARKS**


**PART B: Please COMPLETELY FILL OUT THE FOLLOWING:**

NAME OF NEW LICENSE HOLDER	
HK ID OF NEW LICENSE HOLDER	
NAME OF FORMER LICENSE HOLDER	
CONTACT NUMBERS	
HK AGENCY OFFICE ADDRESS	
TELEPHONE NUMBER	
EMAIL ADDRESS	
NAME OF EXISTING PHILIPPINE PARTNER AGENCY	



**ETHICAL RECRUITMENT UNDERTAKING**

I, \_\_\_\_\_ of  
\_\_\_\_\_(Name of agency) with  
address at \_\_\_\_\_  
and with HK License to Operate an Agency valid until \_\_\_\_\_,  
and POEA Accreditation Certificate No. \_\_\_\_\_, valid until  
\_\_\_\_\_, hereby undertake to do the following as a condition  
for the approval of original issuance, or renewal, or dual accreditation or cancellation,  
of a Certificate of Accreditation with the Philippine Overseas Labor Office, or to  
support my application for additional job order:

- 1) That I shall not engage in business practices in the recruitment, deployment and placement of migrant domestic workers in Hong Kong that will make them vulnerable, directly or indirectly, to the risks of human trafficking for the purpose of forced labor, modern-day slavery or exploitation in general;
- 2) That I shall never engage in third-country recruitment and deployment, in whatever form or manner;
- 3) That I shall not interfere with, persuade, entice, mislead or compel the Filipina domestic helper whom I have recruited, deployed, and placed in Hong Kong to obtain a loan or any financial product from any financial institution or moneylender in Hong Kong, whether or not such loan is for the direct benefit of the domestic helper and/or her family or for the payment of any commission or fee for my company or for the Philippine recruitment agency I have partnered with, nor shall I connive with the employer to deduct from the wages of the worker any amount for the above-purpose;



- 4) That I shall not withhold the workers' passport, Hong Kong ID or any identity card for whatever reason or purpose, and to report to the police or the Philippine Consulate-General any employer who withholds the worker's passport or HK ID or any identity document for whatever reason;
- 5) That I shall not allow my business chop or seal to be used by another agency, whether accredited or not by the Philippine Overseas Labour Office, or allow my facilities or personnel to be used by the latter agency, or make it appear that the contract(s) and/or other employment documents submitted to POLO for verification have originated from my office, when in fact it did not;
- 6) That I shall place the Filipino domestic helpers whom I have recruited or deployed to employers whom I know and thoroughly assessed to be an employer qualified under the rules of the Immigration Department to hire a migrant domestic worker, or who has no adverse record of abusing or maltreating migrant domestic workers;
- 7) That before I accept the business of a prospective employer, I will make sure that I have screened him or her for any adverse record, and for this purpose, I will ask him or her for statements from his or her former domestic workers about their treatment whilst under his or her employ;
- 8) That before I accept the business of a prospective employer, I will make sure that the domestic worker has suitable accommodations, and will be paid food allowance, when it is required;
- 9) That neither I, nor any of my company staff or officers, or any other person acting in my behalf, or in behalf of the company, shall charge, collect or receive any money from the migrant domestic worker in payment of any fee or commission in excess of what is allowed under Hong Kong and Philippine laws;



- 10) That I shall keep and maintain, singly or in a cost-sharing arrangement with another accredited agency, a shelter of suitable size and facilities for the migrant domestic helpers I have deployed and placed in Hong Kong, free of charge, but who need temporary shelter as a result of having been released and or terminated by the employer, or just for taking rest on their rest days, the expenses for the upkeep of which shall not be passed on to the migrant domestic workers;
- 11) That I shall visit or attend to the migrant domestic workers I have deployed and placed in Hong Kong who have fallen ill, been hospitalized, or who requires urgent medical attention;
- 12) That I shall not connive with my partner Philippine recruitment agency in the charging, collection, receiving or remittance of any fee or commission in payment of any placement fee, training fee, or such other fees not allowed under POEA rules and regulations, or training fees clearly in excess of reasonable rates for training;
- 13) That I shall be responsible for orienting and providing knowledge and information to my client-employers about their responsibilities to their migrant domestic helpers, and how to treat them decently, and how to make an effort to understand their situation being away from their families, and just trying to earn a living in Hong Kong to be able to support their families, and to advise their workers to stay away from harmful influences such as the pernicious influence of moneylenders;
- 14) That I shall establish and maintain a case management and workers' welfare support system that includes at the minimum, counselling, case management, welfare monitoring and reporting, airport assistance, hospital visit, shelter provision and repatriation services;



- 15) That I shall visit or attend to the migrant domestic workers I have deployed and placed in Hong Kong, who have fallen ill, been hospitalized, or who require urgent medical attention;
- 16) That it is likewise my responsibility to provide support and assistance to migrant domestic workers coming to work for the first time in helping them settle and socially integrate, as well as give them relevant information, such as what to do when seeking the assistance of the police, the Philippine Consulate-General and the Philippine Overseas Labor Office, hospital and churches;
- 17) That I shall not interfere with the exercise by the migrant domestic helpers I have deployed and placed in Hong Kong of their right to self-organization, including the right to join associations of migrant domestic workers of their choice;
- 18) That I accept and recognize the right of POLO-Hong Kong to cancel or suspend my accreditation if I violate any of the above undertakings, and to return the Certificate of Accreditation POLO-Hong Kong, in case of suspension, or when asked to by POLO-HK;

In witness whereof, I have hereunto affixed my signature

---

Name/Signature of Affiant/Agency Chop

(AGENCY LETTER HEAD)

(address)

(address)

(E-mail)

(Telephone Number)

(Fax Number)

(Date)

DECLARATION OF ASSUMPTION OF LIABILITY

I, *(name of license holder)*, with Hong Kong Identity Card *(number)*, of legal age, and principal of *(name of old Hong Kong Agency)* with office address *(full address)*, hereby states that, I am the registered license holder of *(name of the change Hong Kong Agency)* with Business Registration *(number)* and Labour Department License *(number)*.

I further declare that *(name of the change company)*, agrees to assume full responsibility for the follow up of placements and will also be answerable for and resolve any complaints of deployed Overseas Filipino Workers in Hong Kong during and after the period of our registration.

IN WITNESS WHEREOF, I have hereunto signed my name and affix my signature on *(date of signing)* at *(place/ address of signing)*.

\_\_\_\_\_  
(SIGNATURE OVER PRINTED NAME,  
POSITION and AGENCY CHOP)

Witnesses:

\_\_\_\_\_  
*(Signature over printed name)*

\_\_\_\_\_  
*(Signature over printed name)*