



Hygiene First Company Limited

首 衛 有 限 公 司

Rm 1217, One Vista Summit, 3 San Hop Lane, Tuen Mun

屯門新合里3號匯賢一號•雋峰12樓17室

Telephone no. 電話號碼 : 2827 8889

Fax no. 傳真號碼 : 3020 1710

Email Address : info@hygienefirstgroup.com

## Service Agreement

## 服務協議

This Service Agreement is made on \_\_\_\_\_.

本服務協議訂立於\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日。

In this Service Agreement , Party A and Party B are :

就此服務協議而言, 甲乙雙方分別為:

### **Party A「甲方」**

Company Name : Hygiene First Company Limited

公司名稱: 首衛有限公司

### **Party B「乙方」**

Name : Mr / Ms \_\_\_\_\_

Holder of Hong Kong Identity Card No: \_\_\_\_\_(\_\_\_\_)

姓名: \_\_\_\_\_ 先生 / 小姐

持身份證號碼: \_\_\_\_\_(\_\_\_\_)



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### **Whereas** **訂下**

Party A provides healthcare related service opportunities to Party B. Party B provides healthcare services according to the requirement by Party A's client with his/her profession, on the terms and conditions set out herein.

甲方提供醫護相關服務選項於乙方，乙方根據個人醫護專業提供服務予甲方之客戶。

**NOW IT IS AGREED** as follows:

雙方同意以下詳情：

### **1.Rights and Responsibility 權利及責任**

1.1 Party B is an independent freelancer. This Service Agreement shall not render the freelancer as an employee, a partner or an agent of Party A. Party B is and will remain as an independent contractor in his/her relationship to Party A. Party A shall not be responsible for withholding taxes with respect of Party B's compensation hereunder. Party B shall have no claims against Party A hereunder or otherwise for vacation pay, sick leave, long term service benefits, retirement benefits, mandatory provident fund, worker's compensation, insurance, or employee benefits of any kind.

乙方為一名獨立自僱人士。本服務協議並不構成甲方聘用乙方為僱員、合作伙伴或代理人。乙方將會以獨立自僱人士的合作模式與本公司合作。甲方對關於乙方的稅務事宜並無責任。乙方並不能向甲方索取任何福利，如年假、有薪病假、長期服務金、退休金、強積金、勞工賠償、保險或任何方式的員工福利。

1.2 Party A shall notify Party B for any healthcare service opportunity, including the nature, service hour, location, service fee. Party B shall choose to commit any of the service according to his/her ability.

若有合適的服務項目，甲方會通知乙方該個別服務項目的服務費、服務項目時段及時數、服務內容或性質。乙方自行選擇能否提供該醫護服務項目。

1.3 Party B shall be responsible for any liability and accident incurred during providing services, therefore shall maintain his/her proper individual liability and personal accident insurance.

乙方需自行承擔個人責任及購買個人意外保險。

1.4. Party B shall fill and pay any profit / personal income tax in Hong Kong or elsewhere arising out of income he/she receives under this Agreement.

以本服務協議所得的所有收入，乙方有責任向香港或海外的有關政府機構，繳付有關稅款。

### **2.Job Assignment and Service**



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## **委派工作及服務內容**

2.1 Party A shall not guarantee the minimum service hour per month.

甲方並不保證每月最少服務時數。

2.2 Party B acknowledges and understands that it is the Party B's responsibility to assess whether Party B has the necessary qualifications, skills, training, experience and education to perform services suggested by Party A.

乙方了解及明白, 乙方有責任自行評估是否具備相關資格、技能、培訓、經驗及學歷, 為甲方所提供的醫護項目服務。

2.3 Party B shall not cancel the confirmed health care related service opportunity on his / her own. If there are any special circumstances, please inform Party A at once. If Party B notify Party A in less than 48 hours, Party B is required to pay an administrative fee of HK\$200. If Party B notify Party A in less than 12 hours, Party B is required to pay an administrative fee of HK\$300.

乙方不可自行取消由乙方確認甲方的醫護服務選項, 如有特殊情況, 請馬上通知甲方。乙方如少於48小時內以書面/電郵/電話通知通知甲方, 須付港幣二百元作行政費用。乙方如少於12小時內以書面/電郵/電話通知通知甲方, 須付港幣三百元作行政費用。

## **3.Equipments and Supplies During Service 服務所需裝備及工具**

3.1 Party B is responsible for providing all the necessary equipment or supplies according to the job requirement of the service user.

乙方需要根據客戶的需要, 自己提供適當的裝備及工具。

3.2 Party B shall wear a registration card which is issued by Party A when he / she is providing services or on duty.

乙方提供服務期間, 需要佩戴甲方發出的登記證。

## **4.Referral 轉讓服務**

4.1 Unless instructed by Party A, Party B is not allowed to change the date and time of scheduled service. Party B is also not allowed to refer another person to take over his/her place without prior approval from Party A.

除甲方通知, 請勿私自更改或轉讓已預約的服務。

## **5.Indemnity 賠償**



5.1 Party B shall understand that he / she will be personally liable for any claims arising out of the performance of his / her service in each placement, including claims which may be brought against he/she in respect of professional negligence, personal injury, etc, and that consequently, he/she should and will insure himself/herself against these risks and liabilities.

乙方需要明白不論是否因服務項目本身或服務情況而產生的一切任何開支, 包括但不限於提供服務予客戶的開支、提供服務相關的任何其他責任, 和遭受的一切任何損失、損傷, 及其任何持續或後續情況, 皆必須為其本身負上全部責任。

5.2 Party B undertakes to keep Party A fully indemnified against all liabilities, losses, damages, costs, charges or expenses including all reasonable costs, charges and expenses which Party A pays or incurs in disputing or defending any claims, actions or proceeding instituted against Party A, caused by or through in any ways owing to or arising out of or connected with

在以下情況或有關以下事項, 若乙方直接或間接導致甲方須負上責任、承擔損失或費用, 乙方需要承擔並對本公司作出全數賠償:

(i) Party B's provision of services or Party B's breach of any of the provisions of this contract; or  
乙方的服務表現, 或乙方違反本協議內的任何條款細則;

(ii) Party A's negligence, recklessness, tortious acts or willful misconduct in the provision of services; or  
乙方在提供服務中出現疏忽、侵權行為或蓄意行為不當; 或

(iii) Party B's non compliance with any applicable laws, rules, regulations, guidelines, code of conduct, orders or requirements of any government agency or authority in the provision of the services by Party B.  
乙方在提供服務時, 違反任何政府機關或當局的現行法例、條例、指引、專業守則、指令或要求。

## **6. Service Fee 服務費**

6.1 Party B shall bear the risk that there will be a delay or refusal of payment from the Client to the Company for any reasons. Party B shall understand and agree that Party A will not be responsible to pay his/her fees chargeable for that placement. 乙方需要承擔客戶因任何理由拒絕或延遲支付服務費的風險, 而甲方沒有責任支付乙方完成該次服務的服務費。

6.2 Party A shall be entitled to set off any debts or liabilities due or owed by Party Against any sum (including but not limited to services charges) due to it hereunder. 甲方在任何時候均有權以應繳付予乙方的款項(包括但不限於服務費), 抵銷任何甲方應繳付或尚欠甲方的債項。

## **7. Confidentiality 保密聲明**



7.1 Party B acknowledges that in the course of performing the services, Party B may obtain knowledge of confidential and proprietary information of Party A and other non-public information and trade secrets of Party A ("the Confidential Information"). Party B shall not disclose any such Confidential Information to any third party without the prior written consent of Party A and shall only use the Confidential Information in the performance of the services hereunder to the extent, and only to the extent required.

乙方應明白，於提供服務期間，乙方有機會獲取甲方的機密及知識產權資料，和其他非公開資訊及商業秘密(「機密資料」)，在未獲得甲方同意下，乙方不得向任何第三者披露任何機密資料，而該機密資料亦只可於提供服務期間使用。

7.2 Party B shall not disclose any information of the patient or client, including but not limited to, health information, family background or personal information by all means. All health information, including but not limited to, paper, verbal or electronic data, contained in a health record is confidential and shall not be disclosed. 乙方不能以任何方式披露，任何有關病患者或客人的資訊，包括但不限於，病歷資料、家庭背景或個人資料。所有病歷資料，包括但不限於，以紙張、口述或以電子方式所記錄的病歷，均屬於機密並不能披露。

## **8.Non-competition Agreement 不競爭條款**

8.1 Party B agrees that, during the Terms of the Service Agreement and for a period of 6 months following termination of the Service Agreement, shall not directly or indirectly solicit, assist in soliciting, facilitate the acceptance of, contract by any means or deal with any patient or client of Party A. Otherwise, Party A has the right to pursue Party B for the losses caused.

乙方同意於服務協議合作期間及終止協議 6 個月內，不能向甲方客人或病患者，直接或間接招攬、協助招攬、接收安排或以任何方式合作。否則甲方有權追究乙方所導致的損失。

## **9.Termination 終止協議**

9.1 Either Party B or Party A may terminate this Service Agreement by giving 14 days prior written notice. 任何雙方需以 14 日通知對方終止本服務協議。

## **10.Continue Obligations 持續的義務**

10.1 The obligations stipulated in Clause 5 (Indemnity) ,7 (Confidentiality) ,8(Non-competition Agreement) shall remain effective after the termination of this contract.

第五條賠償，第七條 保密聲明 及第八條不競爭條款規定的義務應在本合約終止後繼續有效。

## **11.Other 其他**



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11.1 Party B shall observe and abide by the Guidelines of Services. 乙方需了解及遵循服務指引。

Party B understands and accepts the above terms and conditions by signing and returning the duplicate of the Service Agreement to Party A.

簽署及送回本服務協議複本予甲方，代表乙方明白及接受以上條款及細則。

**Party B 乙方**

Signature 簽署：

\_\_\_\_\_

Signed by \_\_\_\_\_

Holder of Hong Kong Identity Card No 身份證號碼：\_\_\_\_\_ (\_\_\_\_)

**Party A 甲方**

Signature 簽署：

\_\_\_\_\_