

**Guidelines on the Remuneration Package
for Members of the District Councils
of the Hong Kong Special Administrative Region**

January 2024 version

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Part A Overview

Section 1 Preface

1. District Councils (“DCs”) are district organisations established under Article 97 of the Basic Law which are not organs of political power. The functions of District Councils are specified in section 4A of the District Councils Ordinance (Cap. 547) (“DC Ordinance”). “Duties” refers to the work performed by DC members in relation to the functions of the DCs.
2. The purpose of providing honorarium, allowances and expenses reimbursements (collectively referred to as “remuneration package”) to DC members is to ensure that DC members are provided with sufficient resources to cover expenses arising from their DC-related functions and duties and to serve the public.
3. The honorarium and allowances for DC members, which are detailed in Part B, include the following:
 - (a) Honorarium (paras. 20 to 22);
 - (b) Miscellaneous Expenses Allowance (“MEA”) (paras. 79 to 83);
 - (c) Medical Allowance (“MA”) (paras. 84 to 91); and
 - (d) End-of-term Gratuity (paras. 108 to 110).
4. DC members are eligible for reimbursements of expenses incurred for discharging DC functions and duties. The details of the expenses reimbursements are provided in Part B:
 - (a) Operating Expenses Reimbursement (“OER”) (paras. 23 to 78);
 - (b) Setting-up Expenses Reimbursement (“SER”) (paras. 92 to 98); and
 - (c) Winding-up Expenses Reimbursement (“WER”) (paras. 99 to 107).
5. DC members are required to adhere to the guiding principles set out in paragraphs 10 to 19 below. The details regarding expenses control, claim arrangement, monitoring of the use of remuneration package, and other related arrangements are provided in Parts C to F.

Note: Words and expressions importing the masculine gender include the feminine, and words and expressions in the singular include the plural, and vice versa.

Section 2 Purpose

6. The remuneration package of DC members is paid by public funds. The “Guidelines on the Remuneration Package for Members of the District Councils of the HKSAR” (“the Guidelines”) aims to provide clear guidelines for the compliance of all relevant parties to ensure the proper use of public funds.
7. The provision for the remuneration package of DC members is voted annually by the Legislative Council (“LegCo”) in the context of the Annual Estimates. It is accounted for under the General Revenue Account Head 63 Home Affairs Department (“HAD”) with the Director of Home Affairs (“DHA”) as the Controlling Officer.
8. If there is any inconsistency or discrepancy between the Chinese and English versions of the Guidelines, the Chinese version shall prevail.
9. This Guidelines will be revised or updated by the HAD from time to time. The latest version promulgated by the HAD shall prevail. In case of any disputes regarding the provisions of the Guidelines, the decision of DHA shall be final.

Section 3 Guiding Principles

10. DC members must uphold the principle of safeguarding national sovereignty, security and development interests, and protect the overall interests of the society of Hong Kong. In discharging DC functions and duties, DC members must comply with all the laws of Hong Kong (including the Law of the People’s Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region (“Hong Kong National Security Law”) and other Hong Kong laws related to safeguarding national security (“other applicable laws”), as well as all those governing employment terms and conditions). They must also ensure that neither themselves nor their employed staff, agents, contractors, volunteers or service providers are engaged in any acts or activities that cause the occurrence of or constitute, or are likely to cause the occurrence of or constitute any offences endangering national security under the Hong Kong National Security Law or other applicable laws, or in any other acts or activities that are detrimental to national security.
11. DC members shall use public funds in an open, fair and accountable manner.
12. All claim forms, declaration forms and supporting documents, except the documents for claims for MA, are available for public inspection. DC members shall adhere to the general code of practices regarding the confidentiality of personal data and comply with the Personal Data (Privacy) Ordinance (Cap. 486) at all times in order to protect personal data. If there is a need to disclose personal data to a third party,

regardless of the mode of disclosure, DC members must obtain the explicit consent of the data subject unless otherwise provided by the Personal Data (Privacy) Ordinance.

13. The “**Definition of ‘Relative’**” for the purpose of the Guidelines is provided in **Appendix 1**. Any person who is a paid proprietor, partner or director of a company, or holding 1% or more of the company’s issued share capital, is deemed to have a “financial interest” in that company.

14. A DC member should separate his private operations/interests from DC operations/interests as far as possible, and be seen to be doing so in discharging DC functions and duties, so as to avoid any perception of conflict of interest or abuse for personal gain.

15. A DC member or his relatives must not have any direct or indirect financial interest in, or be able to derive any financial benefits from any transaction in respect of which reimbursement is claimed.

16. A DC member should refrain from claiming reimbursement for any transaction from which he himself, his relatives, personal friends, the clubs and associations to which he belongs, business associates, any other groups of people with whom he has personal or social ties, any person to whom he owes a favour or is obligated in any way, or other DC members may be perceived to have benefited. If a conflict of interest cannot be avoided or has arisen, a DC member, when applying for reimbursement, should make a declaration of interest, which will be made available for public inspection.

17. If a DC member is perceived to have a conflict of interest in a transaction in respect of which reimbursement is claimed or may be claimed, or if that transaction has become a matter of public concern, the DC member should take steps to resolve the conflict in favour of the public interest.

18. A DC member is personally accountable for all his claims which should be credible and reasonable. DC members are obliged to ensure that the use of expenses reimbursed complies with the statutory provisions and guidelines issued by the relevant Government departments, professional groups or social service organisations.

19. A DC member shall maintain proper documentation of all accounts, including all claims for reimbursement, supporting documents and declarations.

Part B Honorarium, Allowances and Expenses Reimbursement

Section 1 Honorarium

20. Honorarium is payable monthly to a DC member within his term of office on a non-accountable basis.

21. Under normal circumstances, honorarium will be deposited in the designated personal bank account as instructed by the DC member on the last working day of each month.

22. A DC member having concurrent membership of the Executive Council (“ExCo”) and/or LegCo is also eligible for the full amount of honorarium of a DC member.

Section 2 Operating Expenses Reimbursement

23. The OER is to meet the expenses incurred for discharging DC functions and duties by a DC member and is reimbursable on an accountable basis.

24. A DC member must provide original receipts and/or other evidence of payment as supporting documents, and complete the **“Application for Reimbursement of Operating Expenses Reimbursement (OER)/ Miscellaneous Expenses Allowance (MEA) (Rental/Staff Salary)”** at **Form 1** when applying for reimbursement.

25. The **“Expenditure Items Covered by Operating Expenses Reimbursement (OER)”** is at **Appendix 2** and the **“List and Quota of Reimbursable Equipment and Furniture Items”** is at **Appendix 3**.

26. A DC member having concurrent membership of the ExCo and/or LegCo is only eligible for up to two-thirds of the full amount of the OER. Nevertheless, he will become eligible for the full amount if:

- (a) he operates a separate ward office in the district solely for discharging DC functions and duties;
- or
- (b) he is employing more than one staff member and at least one of them is under an employment contract to work not less than 44 hours a week to help him discharge solely his DC functions and duties.

27. The OER is provided on a yearly basis. The monthly provision of the OER is merged into an annual provision. A DC member can carry forward any unclaimed

balance of the OER of a year to subsequent years until the end of his current DC term of office.

(1) Ward Offices of DC members

28. For the purpose of the Guidelines, the term “DC member’s ward office” refers broadly to the office premises of a DC member or any other premises associated with the operation of the office premises, including ancillary facilities such as storage spaces.

29. A DC member’s ward office must be set up within the boundary of the District of his respective DC.

30. If a DC member applies for reimbursement of expenses for his ward office, he must ensure that his ward office is used for the discharge of DC functions and duties, and does not violate the designated purpose stated in the tenancy agreement and other ordinances relevant to land use. The DC member must also ensure that the ward office is not used for any acts or activities that cause the occurrence of or constitute, or are likely to cause the occurrence of or constitute any offences endangering national security under the Hong Kong National Security Law or other applicable laws, or for any other acts or activities that are detrimental to national security.

31. A DC member having concurrent membership of the ExCo and/or LegCo, when applying for reimbursement of expenses incurred for his ward office, must ensure that the premises are used either wholly or partially for discharging DC functions and duties (he must specify the percentage of expenses to be claimed for discharging DC functions and duties).

32. Activities held in a DC member’s ward office or in the name of a DC member’s ward office must adhere to the following principles:

- (a) shall not perform acts or activities that cause the occurrence of or constitute, or are likely to cause the occurrence of or constitute any offences endangering national security under the Hong Kong National Security Law or other applicable laws, or are detrimental to national security;
- (b) help enhance community cohesion and social harmony;
- (c) strengthen the ties and communication among local residents;
- (d) be organised by the DC or the DC member, or jointly organised or co-organised by the DC or the DC member with other individuals or organisations;
- (e) shall not violate, contradict or run in contrary to the DC functions and duties;
- (f) shall not affect the normal operation of the DC member’s ward office;
- (g) shall not perform commercial or profit-making activities;

- (h) the DC member, his staff, and the relatives of the DC member or his staff shall not derive any benefit from the activities; and
- (i) must avoid actual or potential conflicts of interest at all times.

33. Irrespective of whether a DC member claims expenses for operating his ward office, if there is a change in the ward office address, the DC member is obliged to notify the DC secretariat within one month from the date of the change to update the records. A signboard must be displayed at the entrance of the ward office (excluding ancillary facilities such as storage spaces) to clearly and prominently show the logo or name of the DC and the name of the DC member for easy identification by the public.

34. A DC member applying for reimbursement of the expenses incurred for his ward office must submit a certified true copy of the tenancy agreement for the premises to the DC secretariat within one month from the date the agreement is entered into. The DC member must also ensure that the tenancy agreement has been stamped in accordance with the Stamp Duty Ordinance (Cap. 117).

35. If a DC member fails to submit a certified true copy of the tenancy agreement to the DC secretariat within one month from the date the agreement is entered into, he may first submit a statutory declaration to the effect that he is paying the amount to be claimed for the ward office. The **“Declaration of Office Rental”** is at **Template 1**. The DC member must explain clearly in the declaration why the tenancy agreement is not available for submission and whether the said amount includes expenses other than rental, such as management fees, rates and Government rent.

36. A DC member must submit a stamped copy of the tenancy agreement to the DC secretariat not later than three months from the date the agreement is entered into. Otherwise, processing of claims for reimbursement of expenses incurred for the ward office or related to the operation of the premises will be suspended without further notification. The DC secretariat will resume the processing of claims after receiving the stamped copy of tenancy agreement.

37. A DC member must inform the public of his ward office address and contact details through various channels, including but not limited to the DC website or publications, physical or electronic publicity items produced for discharging DC functions and duties, and channels through which he disseminates information to the public in his capacity as a DC member (such as social media and content sharing platforms).

38. A DC member shall provide a written statement confirming that he or his relative has no financial interest in the ward office premises concerned in his claims for reimbursement of the ward office expenses. Otherwise, the claims will not be

processed. For detailed information on avoiding conflicts of interest, please refer to paragraphs 13 to 17 above.

39. A DC member setting up a ward office in a premises wholly owned by him or his relative, or jointly owned by him or his relative and other persons, or is leased from a company that he or his relative has any financial interest in shall not claim the OER or MEA (rental/staff salary). For arrangements regarding the use of the MEA (rental /staff salary), please refer to paragraphs 79, 82 and 83 below.

40. A DC member should avoid leasing a ward office from his business associates (including but not limited to a director of a company in which the DC member holds directorship, a supplier or a customer), affiliated organisations (including but not limited to the DC member's employer, political party and constituency association) or other DC members as far as practicable. Should a member consider it appropriate to lease office accommodation from such bodies or individuals, he must declare interest, provide justification that it is in the public interest to lease that particular office, and submit an independent valuation of the market rental from a qualified property valuer to certify that the amount claimed is fair and reasonable when submitting the claim.

(2) Joint Ward Offices

41. A DC member may set up joint ward offices in the district with members from the same DC or with members of ExCo/LegCo. The arrangements for joint ward offices should also comply with the requirements stated in paragraphs 28 to 40 above.

42. A signboard bearing the logo or name of the DC concerned, and the names of the DC members must be displayed at the entrance of the joint ward office (excluding ancillary facilities such as storage spaces). The working area of a DC member should be set up in a distinct area in the joint ward office. A signboard should be displayed at the entrances of the distinct area, same as the entrance of the joint ward office, so as to indicate the presence of the ward office of the concerned member.

43. The parties involved in setting up a joint ward office must adhere to the following requirements:

- (a) the parties involved must sign an agreement declaring the proportion of expenses for each joint ward office for which each member will be responsible (e.g. referring to the floor area used by each of the occupants), or the individual items for which each member will bear his own costs, or any other agreed arrangements between the parties. A copy of the agreement must be forwarded to the DC secretariat concerned for record;

- (b) each DC member must declare that the amount claimed is a fair portion incurred exclusively for discharging DC functions and duties and that it has not been or will not be reimbursed from any other sources;
- (c) the amount claimed by each DC member, plus his claims for expenses on other reimbursable items, must not exceed the maximum OER and MEA (rental/staff salary) he can claim; and
- (d) the total claims made in respect of each joint ward office must not exceed the actual expenses incurred.

44. If there are any changes in the agreement in respect of the joint ward office, the relevant DC member must inform the DC secretariat concerned in writing within one month from the date of the change, and submit the updated agreement to the DC secretariat for record.

45. If a DC member shares his ward office with parties other than DC members or members of ExCo/LegCo, the DC member must also comply with the requirements stated in paragraphs 41 to 44 above.

(3) *Employment of Staff*

46. A DC member is allowed to employ staff to assist him in discharging DC functions and duties. The recruitment process must be fair and impartial, and preferably be conducted through open recruitment. Otherwise, the DC member shall provide justifications in the “**Declaration for Hiring Staff**” at **Template 2** and **Form 1** (if applicable).

47. A DC member should recruit staff on merit basis, and ensure that the total remuneration offered is reasonable and commensurate with the ability of the staff employed. Without prejudice to paragraph 10 above, a DC member must ensure that the staff employed or volunteers recruited have not engaged or are not engaging in any acts or activities that cause the occurrence of or constitute, or are likely to cause the occurrence of or constitute, any offences endangering national security under the Hong Kong National Security Law or other applicable laws, or any other acts or activities that are detrimental to national security.

48. If any conflict of interest is involved in the recruitment process, the DC member concerned should declare in writing promptly and keep a proper record. To enhance transparency, the DC member should document the selection process and decision. The DC member is required to provide the relevant records at the request of the DC secretariat concerned.

49. The job recruitment advertisement published by a DC member must clearly state that the staff employed is required to assist the DC member in discharging DC functions

and duties, and must set out the duties, qualifications and experience required for the post. The DC member must provide a copy of the advertisement to the DC secretariat concerned when applying for reimbursement of the advertising expenses.

50. A DC member must be directly responsible for the employment of his staff, and must enter into a separate employment contract with each of his staff members. In case two or more DC members/ExCo members/LegCo members intend to employ the same person as their staff, they should each enter into a separate employment contract with that person. The DC member must comply with the following requirements:

- (a) to sign an agreement declaring the proportion of expenses apportioned between the members in respect of the remuneration for each staff member, or the individual items for which each member will bear his own cost;
- (b) to incorporate provisions in the agreement to ensure that the staff employed have not engaged or are not engaging in any acts or activities that cause the occurrence of or constitute, or are likely to cause the occurrence of or constitute, any offences endangering national security under the Hong Kong National Security Law or other applicable laws, or in any other acts or activities that are detrimental to national security;
- (c) to submit the agreement each member has separately entered into with that staff member to the DC secretariat(s) concerned for future inspection; and
- (d) to provide a written notification to the DC secretariat(s) concerned within one month from the date of the change for any changes in the agreement with regard to the proportion of expenses or the individual items for which each member will bear his own costs.

51. A DC member should avoid intermingling DC and non-DC business as far as practicable. If DC and non-DC business cannot be clearly separated and accounted for, the DC member should make the following arrangements for the employment contract of the staff he employs:

- (a) to declare whether the staff is also employed for his own business or persons or parties related to him, such as business associates (including but not limited to a director of a company in which the DC member holds directorship, a supplier or a customer) and affiliated organisations (including but not limited to the DC member's employer, political party and constituency association);
- (b) to declare the capacity in which the staff is employed in the DC member's office;
- (c) to set out in detail the duties of the staff, and the percentage of work performed by and the remuneration provided to the staff that is related to DC business;

- (d) to make available a copy of the employment contract for public inspection (personal data to be blocked out as appropriate); and
- (e) to certify on the monthly reimbursement claim form that the staff has performed the duties as detailed in the employment contract.

52. The employment contract, be it a continuous contract or a fixed-term contract, must include provisions for early termination of the contract. If it is a continuous contract, the termination date may not be specified. If it is a fixed-term contract, the duration of the contract should not extend beyond one month after the end of the DC term.

53. DC members are obliged to ensure that the salary and benefits of the staff employed are commensurate with their duties, abilities, experience, and length of service, and are fair and reasonable. To streamline the process, all DC members must use the “**Employment Contract**” at **Template 3** to prepare the employment contract, which should clearly specify the employee’s duties, salary, allowances, and the terms and conditions of employment. If there are bonuses and/or gratuities, the upper limit, frequency and timing of payment must be specified in quantifiable terms. Any salary or benefits not specified in the employment contract template will not be reimbursed.

54. A DC member must use **Template 2** for each of the staff he employs to declare whether the staff is his relative. DC members must submit a copy of the declaration to the DC secretariat concerned for record within one month from the date of signing the declaration along with the employment contract. DC members are required to submit the latest declaration to the DC secretariat within one month from the date of any changes in their relationship.

55. If there are any changes to the terms or content of an employment contract, including changes in salary and benefits, the DC member concerned is obliged to submit the latest copy of the amended employment contract to the DC secretariat within one month from the date of the contract amendment. DC members are obliged to ensure that any changes to an employment contract, including the frequency of changes and variations in salary and benefits, are fair and reasonable.

56. A DC member who wishes to claim reimbursement for expenses related to staff employment must use the employment contract at **Template 3**, and arrange payment to his staff by using the “**Standard Salary Receipt for Hiring Staff**” at **Template 4**. He must ensure that the staff’s name and salary amount in the receipt are consistent with the information provided in the employment contract and in **Form 1** when submitting claims for reimbursement. The reimbursement form will be made available for public inspection with personal data to be blocked out as appropriate.

57. If a DC member employs his relatives as staff or employs staff in the name of a company, he shall not claim the relevant expenses under the OER and/or MEA (rental/staff salary).

58. Since the work of a DC member's staff is closely related to the duties of the DC member, irrespective of whether the DC member claims the expenses of employing his staff under the OER or MEA (rental/staff salary), the **“Code of Conduct for Staff Employed by District Council Members”** (“Code of Conduct”) at **Appendix 4**, which is recommended by the Independent Commission Against Corruption, must be attached in the employment contracts of his staff. All staff (including full-time, part-time, and temporary staff) and volunteers recruited by the DC member or his staff must observe the Code of Conduct.

59. Employment of part-time and temporary staff is also subject to the requirements set out in paragraphs 46 to 58 above.

(4) Printing and Publicity

60. A DC member may use the OER for the production, distribution and delivery of printing and publicity items, e.g. leaflets, newsletters, electronic publicity items (including social media advertisements and content sharing platforms), banners (including expenses for mounting and/or removal of publicity banners) and reports on his services for the public. All expenses so incurred must be wholly and necessarily for discharging DC functions and duties. The **“List of Printing and Publicity Items”** is at **Appendix 5**.

61. Printing and publicity items must display the name or the logo of the DC, and the name of the DC member concerned as well as his contact details (e.g. address, office hours, telephone numbers and fax numbers of his ward office, his email address, social media accounts, etc.), for the purpose of publicising his ward offices and other information related to DC duties.

62. In addition to the information set out in paragraph 61 above, a DC member may provide the following information on the printing and publicity items:

- (a) his academic and professional qualifications (e.g. Ir, BSc, PhD (Dr), ACCA, LLB);
- (b) the logo of and his post in the political party/group or a branch of the political party/group to which he belongs (but not the political agenda, election platform or other publicity information of the political party/group); and
- (c) information on his public services in organisations within or outside Hong Kong, including:

- (i) committees and statutory advisory bodies appointed by the Government of the People's Republic of China, the Hong Kong Special Administrative Region Government and the Macao Special Administrative Region Government;
- (ii) uniformed groups in Hong Kong; and
- (iii) non-profit making organisations providing community services for local residents, e.g. owners' corporations and non-governmental organisations exempted from tax under section 88 of the Inland Revenue Ordinance (Cap. 112).

63. A DC member should ensure that the information of the DC and his capacity as a DC member displayed on the items (mentioned in paragraph 61) is always bigger in size and is placed in a more prominent position than the permissible information mentioned in paragraph 62 above. In addition, a DC member shall not print his post in a commercial firm on the printing and publicity items.

64. A DC member should ensure and declare when submitting the claim for reimbursement that the roadside publicity materials displayed comply with the "Management Scheme for the Display of Roadside Non-commercial Publicity Materials Implementation Guidelines" issued by the Lands Department ("LandsD") and any other laws applicable to Hong Kong. For publicity items that do not comply with the above-mentioned guidelines issued by the LandsD and/or the approval for which has been revoked by the LandsD, the expenses so incurred will not be reimbursed/the reimbursed amount has to be refunded to the Government.

65. The expenses incurred for printing and publicity items are reimbursed on an accountable basis. The DC member concerned must provide the original receipt, as well as the sample, photo or copy of the item to the DC secretariat concerned.

66. Irrespective of whether a DC member has claimed reimbursement for the printing and publicity items, if he is deemed to be acting in his capacity as a DC member, the content of the printing and publicity items produced and distributed as well as the messages and purposes deemed to be disseminated must not run contrary to DC functions and duties, and must comply with the following requirements:

- (a) must not contain any messages that are detrimental to national security or in contravention of the Hong Kong National Security Law or any other applicable laws¹;

¹ For examples, messages that make insinuation against the Motherland and the HKSAR Government, or that incite dissatisfaction or hatred against the Motherland and the HKSAR Government or any individuals/communities.

- (b) must not contain any messages that are obscene, objectionable, untrue or offensive;
- (c) must not advocate social disintegration, destroy social harmony, or disrupt social cohesion and stability in any form explicitly or implicitly; and
- (d) must not be perceived to be giving undue publicity to any individual, business establishment or political party/body.

67. Any printing or publicity items containing content that does not comply with the requirements stated in paragraph 66 above, irrespective of the extent of such content, all expenses for the printing or publicity item as a whole shall not be reimbursed. Production/distribution of such items may also constitute improper acts subject to investigation under the performance monitoring mechanism.

68. Without contravening paragraphs 60 to 67 above, if a DC member produces/distributes printing and publicity items jointly with members from the same DC or other individuals, the expenses so incurred should be shared on an equitable basis. If the printing and publicity item produced by a DC member covers the work and/or achievements of a political party to which the DC member belongs or of an organisation related to him, or on the work he performs in other capacities (e.g. LegCo member), the DC member may only submit claims for the expenses incurred in his capacity as a DC member. The DC member is required to state clearly the basis for sharing and calculating the expenses, and to declare that the amount claimed is proper when submitting the claim. The aggregate amount claimed should not exceed the actual expenses incurred.

69. Without contravening paragraph 66 above, if parts of the content of printing and publicity items are considered as promoting matters not related to DC functions and duties, the DC secretariat concerned may refuse to reimburse any of the expenses, or where appropriate and practicable, reimburse only a portion of the expenses incurred in producing and distributing such items on an equitable basis, such as reducing the reimbursement in proportion to the percentage of content not related to DC functions and duties. The criteria and calculation methods for the reduction must be reasonable, such as deducting the expenses for an entire page of a work report rather than symbolically deducting the portion of the unrelated texts. For a single-paged or standalone publicity item (such as spring festive couplets, calendars, banners, etc.), the whole item is not reimbursable.

70. A DC member may use the Regional Emblem of the Hong Kong Special Administrative Region (“the Regional Emblem”) on his name cards, letterheads or envelopes for the discharge of DC functions and duties in accordance with the **“Guidelines on the Use of Regional Emblem by District Council Members”** at **Appendix 6**. He should refer to the sample layouts attached to the aforementioned guidelines in designing his name cards, letterheads or envelopes, and must not use the

Regional Emblem on any other items without prior approval of the Director of Administration. In case of any non-compliance with the aforementioned guidelines, the Director of Administration may withdraw the approval granted for the use of the Regional Emblem. The DC member may also be liable to prosecution under the Regional Flag and Regional Emblem Ordinance.

(5) *Communication Charges*

71. For the purposes of discharging DC functions and duties and enhancing communication between DC members and the public, expenses on postage, express delivery services, internet services (including local mobile internet services), design and maintenance of electronic media (including DC members' websites, mobile applications, content sharing platforms and social media), fax lines, telephone lines, Subscriber Identification Module (SIM) cards, fixed line telephones, mobile phones (including local data, voice services and short message services), instant messaging software (e.g. WhatsApp Messenger) and fax services are reimbursable on an accountable basis.

72. A DC member applying for reimbursement of roaming and international call charges must provide justifications and make a declaration that the charges incurred are solely for discharging DC functions and duties in each application. Expenses on entertainment information services are not reimbursable. Expenses on mobile phone services (including local data, voice and short message services) and pager services incurred by the full-time staff of a DC member's ward office for assisting the DC member in discharging DC functions and duties are also reimbursable, provided that the salary of the staff concerned and the expenses for acquiring the devices are payable under accountable allowances/expenses reimbursements.

73. If the reimbursement for mailing printing and publicity items is reduced in accordance with the arrangement stated in paragraphs 68 to 69 above, the postage is also required to be reduced by the same proportion accordingly.

74. Irrespective of whether a DC member has claimed reimbursement for communication charges, his contact details and means of communication, such as the address and office hours of his ward office, mobile phone number, fixed line telephone or fax numbers, accounts on instant messaging applications, email address, social media accounts and website address, should be made known to the public through channels such as the website and publications of the DC and the printing and publicity items produced by the DC member. It is the responsibility of the DC member to notify the DC secretariat concerned of any changes of the contact details in writing within one month from the date of such changes, for updating the records.

75. The communication charges incurred by the phone numbers of a DC member not made known to the public are reimbursable provided that the DC member declares and

certifies that, to the satisfaction of the DC secretariat, adequate means are in place for the public to contact the DC member, and that the communication charges incurred are necessary and solely for discharging DC functions and duties. It is the responsibility of the DC member to notify the DC secretariat concerned of any changes of the contact details in writing within one month from the date of such changes, for updating the records.

(6) Auditing Services

76. If a DC member engages an accountant to provide auditing services in relation to his expenses and claims for reimbursement under the remuneration package, he must engage a certified public accountant (practising) as defined in the Professional Accountants Ordinance (Cap. 50) for the relevant expenses of auditing services to be reimbursable on an accountable basis under the OER.

77. When a DC member submits claims for reimbursing expenses of the professional auditing services, he must provide a certified receipt, together with a copy of the audit report, to the DC secretariat concerned.

78. Hiring a certified public accountant (practising) for auditing services is at the discretion of individual DC members. To avoid conflict of interest, auditing services must not be provided by the DC member concerned, his relative, or an organisation that he or his relative has any financial interest in.

Section 3 Miscellaneous Expenses Allowance

79. To provide DC members with greater flexibility in using the MEA, DC members may opt for:

- (a) claiming the full amount of the MEA on a non-accountable and taxable basis every month. For the purpose of the Guidelines, this portion of MEA is called the “MEA (non-accountable portion)”; or
- (b) claiming up to 50% of the MEA to meet rental and/or staff salary expenses on an accountable basis (same as the scope covered by the OER) as supported by payment receipts. This portion of the MEA shall be exempted from taxation. For the purpose of the Guidelines, this portion of the MEA is called “MEA (rental/staff salary)”. The remaining portion of the MEA will be provided to DC members on a non-accountable and taxable basis every month as stated in paragraph 79(a) above.

A DC member having concurrent membership of the ExCo and/or LegCo is only eligible for up to two-thirds of the amount of the MEA.

80. The MEA (non-accountable portion) is to cover expenses relevant to discharging DC functions and duties such as:

- (a) travelling, entertainment and liaison expenses for building and maintaining liaison networks with local residents including:
 - travelling expenses relating to the discharge of DC functions and duties;
 - entertainment expenses referring to expenses for food or drink for consumption on the occasion when it is provided; and
 - liaison expenses relating to the discharge of DC functions and duties including expenses on wreaths and floral arrangements for ceremonial occasions, and compliments advertised in publications;
- (b) self-development courses to enable a DC member to handle DC matters and manage his ward office more efficiently;
- (c) accident insurance for the period a DC member is holding DC membership;
- (d) periodicals, newspapers and publications (including printed, electronic or any other forms) for updated information on the district and territory-wide policies promoted by the Government;
- (e) stationery for use in the ward office; and
- (f) minor purchases for the discharge of DC functions and duties and for the smooth operation of the ward office, such as tools for basic repairs, door locks, and minor repairs and maintenance of the ward office, etc.

81. The MEA (non-accountable portion) is deposited in the designated personal bank account as instructed by the DC member on the last working day of each month. The payment is arranged in the same way as the payment of honorarium set out in paragraph 21 above.

82. The monthly provision of the MEA (rental/staff salary) is merged into an annual provision. DC members may claim the relevant expenses by filling in **Form 1**. The DC secretariat will first arrange payment for reimbursement of rental and/or staff salary expenses from the annual provision of the MEA (rental/staff salary) until it is fully claimed and then from the OER. Requirements concerning rental/staff salary in paragraphs 28 to 59 above are also applicable.

83. Any unclaimed balance of the MEA (rental/staff salary) of a year cannot be used to reimburse expenses of another year.

Section 4 Medical Allowance

84. The MA is reimbursable on an accountable basis, covering a DC member's personal medical expenses required to be paid due to medical needs during his term of

office, which include actual medical and dental expenses, as well as expenses for personal medical insurance and dental insurance cover (including the statutory levy on insurance premium). Except those for medical insurance, expenses for other insurance covers such as life insurance, accident insurance, hospital cash insurance plan and medical expenses that have been directly paid/refunded by insurance companies to the DC member are not reimbursable.

85. A DC member shall complete the “**Application for Reimbursement of Medical Allowance**” at **Form 2** for claiming reimbursement of the MA.

86. When a DC member submits claims to reimburse actual medical and dental expenses, original receipts issued by registered doctors, registered dentists, registered/listed Chinese medicine practitioners or hospitals/medical institutions must be submitted as supporting documents. The supporting documents must clearly show the name of the DC member, the name of the registered doctor/registered dentist/registered Chinese medicine practitioners/listed Chinese medicine practitioners or the name and address of the hospital/medical institution, the consultation date and a general description of the nature of the charges, such as consultation or medication.

87. When a DC member submits claims to reimburse premiums for personal medical and dental insurance cover, original receipts issued by the insurance company together with a copy of the insurance policy must be submitted as supporting documents. The policy must contain information including the name and address of the insurance company, name of the policy holder, name of the insured, the type of insurance cover and the validity of the policy, etc. If personal identifiers (such as credit card numbers and home addresses) and personal data (such as diagnoses) appear on the supporting documents, the DC member may block them out.

88. If a receipt for insurance expenses includes other insurance covers, the DC member should, before submitting his claim for reimbursement, ask the service provider to state clearly the expenses solely for the medical insurance. Otherwise, processing of the reimbursement claim will be suspended.

89. Any unclaimed balance of the MA of a year can be carried forward for use before the end of the current DC term.

90. A DC member who is also a LegCo member is not eligible for the MA.

91. All claim forms and supporting documents in respect of the MA are retained by the DC secretariat concerned for audit purposes. They are not open for public inspection. However, the public may approach a DC secretariat for the total amount of the MA reimbursed to all members of the DC in that particular month.

Section 5 Setting-up Expenses Reimbursement

92. The SER is reimbursable on an accountable basis, covering expenses arising from the setting up of ward offices for discharging DC functions and duties, including fitting out, renovation, removal and other expenses. The “**Application for Setting-up Expenses Reimbursement**” is at **Form 3**.

93. Items claimable under the SER include:

- (a) fitting out of a ward office²;
- (b) expenses for purchasing equipment and furniture items (including computer items, mobile phones and related accessories). Claimable items and the respective quota are detailed at **Appendix 3**;
- (c) repair and maintenance of equipment and furniture items purchased with the OER, SER, or the Operating Expenses Allowance and the Information Technology and Other Support Grant available before January 2008;
- (d) computer and mobile phone software or applications. Claimable items and the respective quota are detailed at **Appendix 3**; and
- (e) other expenses associated with setting-up of a ward office, e.g. transportation cost, expenses on rental valuation of the ward office and legal fees associated with the tenancy agreement (such as solicitors’ fees and/or search fees).

94. A DC member must state clearly the project items involved and a breakdown of the items at **Appendix I to Form 3** when claiming for expenses on fitting out or renovation of the ward office.

95. A DC member is eligible for the full rate of the SER in the current term if he is claiming the SER for the first time, or becomes a DC member again after having a break in his DC membership (irrespective of whether he previously claimed any), or closes his original ward office and sets up a new ward office owing to the expiry of a tenancy agreement or due to any other valid reasons.

96. A DC member serving on consecutive DC terms and has already claimed the SER in the previous term will only be eligible for 60% of the SER in the subsequent term (except for circumstances stated in paragraph 95 above) for the renovation, expansion and/or setting up of additional ward offices and for the addition or replacement of equipment and furniture items.

² A DC member setting up a ward office in a premises wholly owned by him or his relative, or jointly owned by him or his relative and other persons, or is leased from a company that he or his relative has any financial interest in shall not claim the fitting-out expenses under the SER.

97. For a DC member setting up a joint ward office with ExCo/LegCo members or other DC members or sharing office space with other parties, his entitlement to the SER will not be affected. He should however state clearly the sharing arrangement of fitting-out expenses in an agreement or declare in the manner stated in paragraph 43 above.

98. A DC member may claim reimbursement of furniture and equipment items purchased for use in a ward office shared with other parties, provided that the items are used exclusively for discharging DC functions and duties and the DC member is fully accountable and responsible for the items

Section 6 Winding-up Expenses Reimbursement

99. The WER is reimbursable on an accountable basis, covering expenses arising from cessation of office of a DC member, either because he chooses not to stand for re-election or for reasons over which he has no control, such as cessation of appointment, death, serious illness or injury or defeat in an election. The **“Claim for Winding-up Expenses Reimbursement”** is at **Form 4**.

100. Items claimable under the WER include:

- (a) items to be settled by a separate component with no pre-set ceiling
 - severance payments for the staff; and
- (b) items to be settled by a fixed component
 - salaries in lieu of notice for the staff;
 - reasonable compensation to the landlord of the ward office;
 - expenses for re-instating office premises as required under the tenancy agreement; and
 - other legitimate expenses incurred wholly and necessarily for discharging DC functions and duties during the winding-up period.

(1) Severance Payments for Staff

101. Severance payment is only reimbursable if the service of the staff is terminated and the necessary payments are settled not later than one month from the date a DC member ceases office. The amount of severance payment is only reimbursable if the actual severance payments for the staff are calculated in accordance with the requirements under the Employment Ordinance (Cap. 57) and do not exceed such requirements. The reimbursable amount is limited to the staff whose salaries are covered by the OER and/or MEA (rental/staff salary), and whose service is terminated and the necessary payments are settled not later than one month from the date a DC member ceases office.

102. A DC member should apply to the Mandatory Provident Fund (“MPF”) trustee concerned for offsetting the severance payment by the accrued benefits attributed to the employer’s contribution in a timely manner. A statement issued by the MPF trustee to confirm the date of termination of the scheme and the amount of accrued benefits attributed to the employer’s contribution which can be used to offset the severance payment must be provided as the supporting document for a claim.

(2) *Salaries in Lieu of Notice for Staff*

103. As the notice for termination of employment is deemed to be served by a DC member not later than seven days after the date on which his cessation of office is known, salaries in lieu of notice will only be reimbursed if the actual termination date is earlier than the date on which the deemed termination notice expires.

(3) *Reasonable Compensation to the Landlord*

104. If a reasonable compensation equivalent to not more than two months’ rental to the landlord of a ward office is to be made, the rent of the ward office must be funded by the OER and/or MEA (rental/staff salary) and the DC member must have informed the landlord as early as possible of his intention to terminate the tenancy agreement prematurely, so as to enable the landlord to identify new tenants and reduce the member’s contractual liabilities as far as possible.

(4) *Expenses on Re-instatement of Office Premises*

105. A DC member should state clearly at **Appendix III to Form 4** the project items involved and a breakdown of the items when claiming for expenses for reinstating the ward office premises as required under the tenancy agreement.

106. For a DC member running a joint ward office with ExCo/LegCo members or other DC members or sharing office space with other parties, his entitlement to the WER will not be affected. He must however state clearly the sharing arrangement of the winding-up expenses in an agreement or declare in the manner as stated in paragraph 43 above.

107. A DC member should curtail non-essential services as early as possible upon cessation of his term of office. Expenses related to on-going services (including staff support) provided beyond one month after the cessation of office will not be reimbursed. A DC member should also exercise discretion to limit the acquisition of stores within a fair and reasonable level during the period.

Section 7 End-of-term Gratuity

108. The end-of-term gratuity is payable on a non-accountable basis. Upon completion of his term of office of the DC, a DC member is entitled to receiving an end-of-term gratuity at the end of the term, which is equivalent to 15% of the total honorarium he has received during the term.

109. Unless otherwise instructed by the DC member, the end-of-term gratuity payable is to be deposited in his personal bank account specified for receiving honorarium after completion of the term.

110. A DC member who does not complete a full DC term can also receive an end-of-term gratuity under the following circumstances:

- (a) a DC member has died; or
- (b) a DC member has become a judicial officer/a prescribed public officer (section 26A(1)(a) of the DC Ordinance); or
- (c) a DC member has been found under the Mental Health Ordinance (Cap. 136) to be incapable, by reason of mental incapacity, of managing and administering his property and affairs (section 26A(3) of the DC Ordinance); or
- (d) where a DC member resigns for reasons of serious illness or any other valid reasons and the DHA is satisfied with the reasons, if necessary in consultation with the Independent Commission on Remuneration for Members of the District Councils, the DHA has the discretion to release the payment to the DC member; or
- (e) a DC member is eligible to be registered as an ex officio member of the same or another DC, such that he is taken to have resigned from the original office as a DC member (section 17C of the DC Ordinance).

Part C Expenses Control

Section 1 Minimisation of Financial Commitment

111. Funds available for reimbursement of future operating expenses may be curtailed for various reasons, such as early cessation of a DC member's term of office and downward adjustments of reimbursable amounts according to the changes in Consumer Price Index ('CPI') (A). To reduce the possibility of not receiving full reimbursement of an expense, a DC member should minimise his financial commitments. For example, a DC member should make every effort to negotiate with his landlords to insert a break clause in his tenancy agreements and should avoid making any commitment beyond one month after the expiry of his term of office, as reimbursement of these expenses (such as the rentals for the following DC term) is contingent upon whether the DC member continues his membership in the following DC term.

Section 2 Procurement

112. A DC member should exercise prudence and uphold the principles of openness, fairness, competitiveness and value for money when conducting procurement to be funded by accountable expenses reimbursements, and pay attention to the rights and terms of use for the items and/or services.

113. In general, purchases should be conducted in the name of a DC member or a DC member's ward office. If purchases not in the name of a DC member or not in the name of a DC member's ward office are unavoidable, the conditions set out in paragraph 175 below must be observed.

114. The contractor or supplier engaged by a DC member must not engage in any acts or activities that cause the occurrence of or constitute, or are likely to cause the occurrence of or constitute, any offences endangering national security under the Hong Kong National Security Law or other applicable laws, or in any other acts or activities that are detrimental to national security. The DC member and his staff and volunteers must remain prudent and sensitive, and evaluate the potential national security risks and problems arising from every stage of the procurement process. The DC member, his staff and volunteers should ensure that each of his procurement documents has incorporated specific clauses to disqualify tenderers and to terminate contracts made in the following circumstances:

- (a) the tenderer or its staff, agents or subcontractors engage in acts or activities that cause the occurrence of or constitute, or are likely to cause the occurrence of or constitute any offences endangering national security under the Hong Kong National Security Law or other applicable laws, or in any other acts or activities that are detrimental to national security;

- (b) the contractor or supplier, or its staff, agents or subcontractors, engage in acts or activities that cause the occurrence of or constitute, or are likely to cause or constitute any offences endangering national security under the Hong Kong National Security Law or other applicable laws, or in any other acts or activities that are detrimental to national security;
- (c) it is considered necessary by the Government to disqualify the tenderer and to terminate the procurement contract in the benefit of safeguarding national security.

115. For procurement of goods or services of a total value exceeding \$20,000, a DC member should invite at least three quotations for price and service comparison. These quotations should be in writing where practicable, and the **“Declaration Form for Procurement”** at **Form 5** should be completed. The personal medical services and medical insurance of a DC member are exempted from the above requirements. However, for procurement involving conflict of interest, such as selecting other DC members as contractors or suppliers, quotations must be invited in accordance with the aforesaid requirement.

116. A DC member and his staff should not engage a contractor or supplier whose business he or his relative has a financial interest in or is in control of. Neither a DC member nor his staff or any of their relatives may derive or be able to derive any financial benefits from any transaction for which reimbursement of expenses is claimed. If it is unavoidable, the DC member or his staff should invite, where practicable, at least three quotations for price and service comparison, and complete **Form 5** to declare interest and state the justifications for the decision (e.g. the selected supplier is the sole supplier or lower prices are offered for bulk purchase contracts of an affiliated organisation). The same requirements apply to any volunteers involved in the procurement.

117. A DC member and his staff should avoid selecting his staff, other DC members or the staff of other DC members as contractors or suppliers as far as possible to avoid any allegation of conflict of interest. If a DC member considers it appropriate and unavoidable to procure goods or services from other DC members, he must also invite quotations, declare interest and state the justifications for the decision in accordance with the requirements stated in paragraphs 115 to 116 above. In any circumstances, discounts (if any) offered by a DC member as a contractor or supplier to other DC members should also be available for the public under the same conditions.

Section 3 Capitalised Items

118. A capitalised item refers to any piece of equipment or furniture costing \$1,000 or more and with a life span of over one year (including computer items and mobile

phones), but excludes computer software and fixtures (such as built-in cabinets, ventilation systems, and air conditioners) and installation fees.

119. For capitalised items procured by accountable expenses reimbursements, DC members are required to keep an inventory list of all capitalised items of his ward office (or each of his joint ward offices, if applicable) using the “**Inventory of Capitalised Items**” at **Template 5**. DC members are required to update the inventory list at least once a year to reflect any additional items acquired or existing items approved to be disposed of during the period, and to submit a copy to the DC secretariat concerned.

120. The “**purchase price**” refers to the amount paid and supported by payment receipts. For a capitalised item purchased through a contract, it is the amount prepaid or the amount at market value, whichever is higher. For a capitalised item purchased through trade-in arrangement, its “purchase price” is the amount without deducting the income from the trade-in arrangement.

121. The “**depreciated value**” (excluding computer items and mobile phones) is calculated using the “straight-line depreciation method” with the following formula³:

$$\text{Purchase price} \times \frac{\text{remaining useful life span (in full months)}}{\text{useful life span (60 months)}}$$

122. The “**depreciated value**” (for computer items and mobile phones) is calculated using the “sum-of-digit” method. The **depreciated value** of the item after completion of the first, second, third, fourth, and fifth years of purchase will be 2/3, 2/5, 1/5, 1/15, and 0 of the “**purchase price**”.

123. The “**buy back price**” is the **depreciated value** or **5% of the purchase price**, whichever is higher. The actual amount will be determined by the DC secretariat concerned. If the capitalised item is not fully purchased by using the expenses reimbursements, the buy back price will be reduced by the proportion of the amount paid by the DC member to the purchase price.

³ Some common examples are as follows:

1. If a DC member proposes to buy back the capitalised items within his term of office, the cutoff date for calculating the buy back price will be **the day for putting up the buy back request**.
2. If a DC member is required to make any compensation as stipulated in paragraph 137, the cutoff date for calculating the buy back price will be **the day right before the date of loss of the item stated in the police statement**.
3. If a DC member puts up buy back requests because his term of office has ended, the cutoff date for calculating the buy back price will be **his last day eligible for receiving remuneration (including the WER, if applicable)**.

(1) Replacement

124. A DC member may replace capitalised items that are no longer serviceable or beyond economic repair with new items, subject to the approval of the DC secretariat concerned.

125. Capitalised items that have been in use for not more than two years cannot be replaced with new items unless otherwise specified in paragraph 124 above.

126. DC members may buy back capitalised items that have been in use for more than two years at the “**buy back price**” (as per the procedures stated in paragraph 132 below), and then replace them with new items.

127. DC members may directly replace computer software purchased more than two years ago with new versions.

128. Computer equipment and mobile phones that have been in use for more than five years may be replaced after DC members return them to the DC secretariat. Handling of software or applications installed in computers or mobile phones is stated in **Annex II to Appendix 3**.

129. DC members can apply to replace a “proposed unwanted item” through trade-in arrangement, but the “proposed unwanted item” must fulfil at least one of the following conditions and prior approval must be obtained from the DC secretariat concerned:

- (a) the repair cost is higher than the “**purchase price**” of the “proposed replacement item”;
- (b) the repair cost is higher than its “**depreciated value**”; or
- (c) the trade-in value is higher than its “**depreciated value**”.

130. All proceeds from the trade-in arrangement must be used to deduct the amount claimed for the purchase of the “proposed replacement item”. The residual proceeds, if any, must be returned to the Government.

131. Only the amount actually paid for the replacement item will be reimbursed and deducted from the DC member’s expenses reimbursement entitlement.

(2) Buy Back

132. The DC secretariat should notify the DC member concerned within one month after his cessation of office of the “**buy back price**” (i.e. the amount calculated as per paragraph 123 above) of the capitalised items purchased by the DC member using the expenses reimbursements. The DC member must confirm whether he intends to buy

back the capitalised items within two weeks upon receiving the notification from the DC secretariat. For the capitalised items that the DC member agrees to buy back, the DC secretariat will issue a demand note to him. The DC member must make full payment within two weeks from the date of issuance of the demand note. If the DC member disagrees with the buy back price of the capitalised items or does not intend to buy back the items, he must follow the procedure stated in paragraph 133 below and return the items to the DC secretariat concerned within two weeks upon receiving the notification.

(3) Return

133. Before returning a capitalised item to the DC secretariat concerned, a DC member must settle all outstanding payments, unpaid debts, or liabilities in respect of the item (including penalty for early termination of contract). When the capitalised item is returned to the DC secretariat concerned, the DC member will not be reimbursed his contribution to the acquisition cost. As for the service rights associated with the capitalised item (such as maintenance and repair, if applicable) which are still in effect, they will be transferred to the DC secretariat concerned with immediate effect and the relevant expenses will not be reimbursed (if any).

134. If a DC member fails to buy back or return a capitalised item according to the requirements as stipulated in paragraphs 132 to 133 above, the DC secretariat concerned will suspend processing of his reimbursement claims, and will also recover the relevant amount according to the “buy back price” of the capitalised item from the DC member.

135. The capitalised item returned by a departing DC member can be purchased by a DC member who continues his membership or newly assumes his term of office. He may submit a purchase request to the DC secretariat concerned to buy the items at the “**buy back price**” determined by the DC secretariat for the purpose of discharging DC functions and duties. A departing DC member is not entitled to purchase capitalised items returned by other DC members but has the priority to buy back his own capitalised items.

136. If a DC member purchases a capitalised item returned by a departing DC member, expenditure for the purchase will directly be paid from the OER or SER of the DC member as he so indicated, and the item will be counted towards the quota of the list of equipment and furniture items. The DC secretariat concerned will use the value and the date of the capitalised item on its very first purchase when determining the depreciated value and the useful life span of the item.

(4) Loss or Being Stolen

137. If a capitalised item is lost or stolen, the DC member concerned shall report the loss to the Police immediately for investigation and provide the copy of the statement to the DC secretariat concerned for record. A replacement item may be procured if no fraud, suspected fraud or negligence is involved. If the loss of the capitalised item is caused by fraud, suspected fraud or negligence, the Government reserves the right to seek compensation for the lost item and refer the case to the relevant law enforcement agencies for further actions.

138. The requirements stated in paragraphs 118 to 137 above also apply to the family members⁴ or estate administrators of deceased DC members.

Section 4 Advance Payment of Operating Expenses Reimbursement

139. DC members are eligible to apply for an advance payment of the OER to cover the purchase of reimbursable items under the OER up to a maximum of the sum of two months of the OER calculated at the prevailing level, except for the following situations:

- (a) the DC member concerned has already submitted a notice of resignation in writing; or
- (b) the remaining claimable OER balance of the DC member concerned for his term of office is less than the amount of advance payment he intends to apply for.

140. In general, DC members may keep the advance payment for the whole term, and the advance payment will be used to offset the reimbursable expenses of the OER of the month immediately before he ceases office and any reimbursable winding-up expenses. In this connection, in the last year of a DC term, DC secretariats reserve an amount equivalent to a one-month provision of the reimbursable OER for the above-mentioned offsetting arrangement without further notice.

141. A DC member serving on consecutive DC terms who has already applied for advance payment of the OER in the previous term can retain the advance payment until the month immediately before his cessation of office or the last day of his office (whichever is earlier). His actual advance payment should not exceed the sum of two months of the OER calculated at the prevailing level.

142. When a DC secretariat receives an application from a DC member for the OER for the month immediately before he ceases office or for the WER, the approved amount of reimbursement will first be offset by the advance payment. The balance of expenses

⁴ Family members refer to his spouse, parents, children or siblings.

reimbursements (if any) will only be payable after the advance payment has been fully offset.

143. When applying for the advance payment, a DC member is required to fill in the **“Application for Advance Payment of Operating Expenses Reimbursement”** at **Form 6** and observe the following:

- (a) all the advance payment shall be used wholly and exclusively for meeting operating expenses;
- (b) if it is found that the advance payment drawn is more than necessary (e.g. the total amount of accountable expenses claimed within three months after the advance payment is drawn is less than the amount of the advance payment drawn), the DC secretariat may request the DC member to provide explanations. If the explanations are unaccepted by the DC secretariat, the DC member shall refund the excess amount to the Government as soon as possible (see paragraph 144 below for details);
- (c) a DC member is required to submit applications for the OER within one month after cessation of office and applications for the WER within three months after cessation of office to offset the advance payment. If no application for reimbursement is submitted or the reimbursable amount is less than the amount of the advance payment, the DC member shall refund any unspent balance of the advance payment⁵ to the Government as soon as possible;
- (d) if a DC member leaves office before the expiry of his term, he is required to refund any unspent balance of the advance payment in full to the Government on or before his last day of office, or apply for the OER/WER to offset the advance payment (if he is eligible);
- (e) if a DC member fails to refund the unspent balance of the advance payment to the Government by the specified date as required in the above clauses (c) and (d), the Government is entitled to, without further notice, deduct the amount from the DC member’s honorarium, allowances, various expenses reimbursements and end-of-term gratuity that have yet been paid to him without further notice; and
- (f) if the arrangement of deducting the unspent balance of the advance payment from a DC member’s honorarium, allowances, various expenses reimbursements and end-of-term gratuity that have yet been paid to him is not practicable, the Government will issue a demand note to the DC member concerned for settlement of the amount due. The DC member must refund the amount due to the Government as soon as possible as

⁵ The unspent balance of the advance payment refers to the amount of the advance payment approved discounting the amount claimed and the amount of early repayment made.

required. If the DC member ignores the demand note or defaults on the payment, the Government may recover the amount due as a civil debt.

144. If a DC member makes an early repayment/clearance of the advance payment, he should submit a duly completed “**Sample Letter for Early Repayment/Clearance of Advance Operating Expenses Reimbursement**” at **Template 6**, stating the amount to be repaid/cleared, together with a cheque and/or **Form 1**, and the certified receipt(s) (if any) to the DC secretariat concerned for processing.

Part D Claim Arrangement

Section 1 Eligibility

145. In general, DC members' eligibility for remuneration claims should tie in with their terms of office.

146. The SER is provided based on a DC term. A DC member's eligibility is unaffected whether he joins a DC in the middle of the term or ceases office before the last day of the DC term.

147. The WER is provided based on a DC term. A DC member's eligibility is unaffected whether he joins a DC in the middle of the term. If a DC member does not serve until the end of a DC term, unless he fulfills the requirements stated in paragraph 110 above, he is not eligible for the WER.

148. During the period when a DC member's functions and duties are suspended under sections 72D(1)(c) and 79(2A) of the DC Ordinance, the DC member is not eligible for the honorarium, MA and MEA (non-accountable portion). However, the DC member may claim the OER and MEA (rental/staff salary) to pay for unavoidable expenses incurred (e.g. payments of ward office rentals and/or salaries of DC members' assistants which are contractually required) despite not acting in his capacity as a DC member during this period. Their eligibility to claim the SER and WER (if applicable) is unaffected.

149. If a DC member is disqualified under section 26A of the DC Ordinance, or resigns under sections 15 and 25 of the DC Ordinance, or is removed from office under the relevant provisions of the Oaths and Declarations Ordinance (Cap. 11), he is not eligible to claim the WER. However, his eligibility for the SER is unaffected.

150. Except for the situations specified in paragraph 110 above, DC members who do not complete a full DC term are not eligible for end-of-term gratuity.

151. The term of office of ex officio members of DCs is contingent upon their status as Rural Committee Chairmen. The eligibility for honorarium, allowances and expenses reimbursements, the calculation of end-of-term gratuity, as well as the roll-over arrangement of the OER and MA for ex officio members should tie in with their term of office as ex officio members of DCs. The remuneration package of ex officio members serving consecutive DC terms will be calculated afresh upon commencement of the new term of office (i.e. the new term of the Rural Committee).

152. If a DC member is determined to be not duly elected during the trial of an election petition, his eligibility for honorarium, allowances, and expenses reimbursements immediately ceases on the day of determination.

Section 2 Calculation of the Entitled Remuneration Package

153. In this section, the term “on a pro rata basis” refers to the calculation on a “daily” basis, but it is not applicable to the SER and WER.

154. Excluding the cumulative balance (if any) under the roll-over arrangement for DC members during their term of office, the maximum amount of the remuneration package that a DC member is entitled to in a calendar year is equal to the level of the remuneration package announced for that calendar year. If a DC member’s term of office is less than a year for that calendar year, his entitlement will be calculated on a pro rata basis.

155. Where the term of office of a DC member does not commence on the first day of the calendar month (e.g. owing to his membership arising from a by-election) or does not terminate on the last day of a calendar month (e.g. owing to his death), his entitlement to the remuneration package is calculated on a pro rata basis from the first day to the last day of his term of office. In case of death of a DC member, his entitlement during his term of office is calculated on a pro rata basis up to the date of his death.

156. Except for the circumstances specified in paragraph 110 above, if a DC member does not complete his full term of office for reasons such as resignation, disqualification or determination as not duly elected, his entitlement to the OER for the costs or expenses incurred in discharging DC functions and duties, as well as his honorarium, MEA and MA should be calculated on a pro rata basis until the day right before his resignation, disqualification or determination as not duly elected takes effect.

157. The conduct and integrity of DC members are of utmost importance. To maintain public confidence in DC members, it is essential for the DC secretariats concerned to be informed promptly of any matters that may have an impact on public confidence, including the arrest of a DC member by law enforcement agencies. The DC member concerned should notify the DC Secretary as soon as possible.

158. If a DC member is remanded in custody but has yet to be convicted, his remuneration package will be suspended from the day on which he is remanded. If the DC member is acquitted, the suspended remuneration package will then be released to the DC member. If the DC member is convicted, the suspended remuneration package will not be paid, and the DC member is not eligible for remuneration during the period pending sentencing, irrespective of whether he is being remanded in custody or granted bail. The DC member is also not eligible for remuneration during imprisonment.

Even if the conviction is subsequently quashed or the sentence is reduced after an appeal, the previous deduction of remuneration will be unaffected.

159. If a DC member is sentenced to imprisonment but the sentence is suspended, his remuneration package for that period is not required to be deducted on a pro rata basis insofar as he is still a serving DC member and is permitted to act in the capacity as a DC member during that period.

160. In the event of the circumstances described in paragraphs 158 to 159 above, the DC members concerned should inform their respective DC secretariats as soon as possible for appropriate arrangements.

Section 3 Expenses

(1) Expenses Paid During the Term of Office

161. All expenses claimed by a DC member must actually be paid by him, and have not been or will not be met by/reimbursed from any other sources or in his other capacities. All claims for reimbursement will be processed based on the payment date on the relevant receipts. Regarding expenses paid by credit card, the date of signing a credit card payment slip or the date on an order form is deemed to be the payment date.

162. The payment date shall be regarded as the date of expense and is to be used to determine whether the expense is reimbursable. Unless otherwise specified in paragraphs 165 to 166 below, the payment date of all claims submitted by a DC member should be within his term of office.

163. Even if the payment date falls within a DC member's term of office, all expenses incurred for any goods or services procured by the DC member for use before the commencement or after the expiry of his term of office is not reimbursable (except for claims eligible for the WER).

164. If the payment date falls within the period mentioned in paragraph 158 above where a DC member's remuneration package is subject to pro rata deduction, the relevant expenses will not be reimbursed.

(2) Expenses Paid Outside the Term of Office

165. Expenditure eligible for the WER with a payment date not exceeding one month from the expiry of a DC member's term of office is reimbursable. All other expenses paid outside a DC member's term of office are not reimbursable.

166. Regarding the MA, for insurance expenses paid before a DC member takes office and covered his term of office, or an insurance policy came into effect before he takes office, the insurance expenses covering his term of office may be reimbursable on a pro rata basis from the MA provided for the first reimbursement year after he assumes office.

(3) Expenses Paid for Services Provided Outside the Term of Office

167. Any expenses for medical insurance incurred for the period before or after a DC member's term of office should be borne by the DC member.

168. In respect of prepaid term payments covering a period beyond the year of payment, a DC member should claim reimbursement for the full amount in the year of payment (i.e. during the term of office). Nevertheless, when a DC member claims reimbursement for the insurance policy for himself, his staff or his DC member's ward office (except claims for the MA, as only medical expenses incurred during the DC member's term of office are reimbursable), he may either claim full reimbursement in the year of payment, or spread his claim over the year of payment and the subsequent years to which the term payments relate. At a later date, if the DC member continues his membership in the next DC term, the unreimbursed portion of the prepayment may be claimed according to the Guidelines prevailing at the time. Otherwise, the portion of allowance/amount claimed (if any) for prepayment of services (e.g. insurance) outside his term of office should be refunded to the Government as stipulated in paragraph 194 below. The allowance/amount to be refunded is calculated on a pro rata basis starting from the day on which the DC member ceases office (except for claims eligible for the WER).

Section 4 Submission of Applications

169. A DC member who wishes to claim the honorarium should inform the DC secretariat concerned in writing within the first month upon assumption of office by filling in the "**Letter for Claiming Monthly Honorarium**" at **Template 7**.

170. A DC member who wishes to claim the MEA should inform the DC secretariat concerned in writing whether he opts for claiming MEA partially on an accountable basis and the intended amount by filling in the "**Letter for Claiming Monthly Miscellaneous Expenses Allowance**" at **Template 8**, on or before 21 January every year, or within the first three weeks of his tenure of office. The option made is applicable throughout the calendar year and is irrevocable.

171. Should there be a change in the capacity of a DC member as an ExCo or LegCo member, the DC member concerned should inform the DC secretariat in writing within two weeks from the effective date of the change so that the calculation of the OER, MEA and MA can be updated.

172. If a DC member is unable to personally sign claim forms/declaration forms (including **Forms 1 to 4** and **Form 7**) for reasons over which he has no control (such as death, serious illness or injury), his family member or administrator of estate may sign the forms on his behalf and should also submit and certify correct the required supporting documents in accordance with the requirements as stipulated in the Guidelines. The reimbursement (and also the honorarium and end-of-term gratuity, if applicable) will be deposited in the personal bank account of the DC member or his administrator of estate.

Section 5 Provision of Supporting Documents

(1) Originals of Supporting Documents

173. When claiming reimbursement for any accountable expenses, DC members must provide receipts as the proof of the actual expenses incurred and submit them to their respective DC secretariats.

174. The supporting documents must contain the name and contact information of the supplier, the date of purchase, and a detailed description of the items purchased. The relevant supporting documents may be made available for public inspection as stated in paragraphs 196 to 197 below.

175. Receipts should only be addressed to a DC member or his ward office. If a purchase is not made in the name of the DC member or his ward office as that an invoice is addressed to an employee of the DC member or a third party, the DC member must provide explanations in the supporting document and certify that reimbursement has already been made to the employee or the third party concerned.

176. Originals of supporting documents, including invoices, receipts, bill statements and credit card payment slips, etc., must be certified correct personally by the DC member concerned.

(2) Absence of Originals of Supporting Documents

177. For expenses not substantiated by a receipt, the DC member concerned should include in the supporting document the following declaration, “*A receipt is not available for this expense and I certify that payment was made on (date).*” However, where periodic payment is involved, he should provide a copy of a statement substantiating that the payment for the immediate preceding period has been made when submitting a claim to the DC secretariat concerned.

178. For monthly subscribed services not substantiated by a receipt, such as mobile phone service, internet service, MPF contributions, etc., the DC member concerned

should submit other forms of payment proof, such as electronic payment slip, monthly statement showing payment for the previous month, and bank account statement showing clearance of cheque or auto-pay transaction.

179. Where originals cannot be submitted for any reasons, (e.g. loss of the originals, originals being kept for warranty purposes, or that only printed copies of electronic invoices and receipts are available), the DC member concerned must state the reason for not producing the originals, personally certify correct the copies and make the following declaration, *“I certify that the expense stated has not been claimed for reimbursement and I will ensure that no duplicate claims will be submitted”*.

180. If the expenses are shared by several parties such that not every DC member involved can substantiate his claim with the original invoices and receipts, the DC member who submits the originals should certify the amount shared by each party while those DC members who do not possess the originals may substantiate their claims by signing on the copies of the required supporting documents so as to certify them as true copies. Each DC member should declare in the submitted originals or copies of the supporting documents that the amount claimed is fair and reasonable.

Section 6 Submission of Reimbursement Claims

(1) Operating Expenses Reimbursement, Miscellaneous Expenses Allowance (Rental/Staff Salary), Medical Allowance and Setting-up Expenses Reimbursement

181. DC members are advised to submit reimbursement claims and supporting documents, including the completed **Form 5** and relevant quotation documents, to the respective DC secretariats within one month after the payment for early reimbursement and better cashflow management.

182. Claims of expenses paid in a calendar year must be submitted by a DC member in January of the following year or theretofore. Late submissions will not be entertained unless the DC member provides a valid reason which is accepted by the DC secretariat concerned.

183. A DC member should submit reimbursement claims and supporting documents to the DC secretariat concerned within one month upon cessation of office. If an ex officio member is serving consecutive terms (i.e. serving as a Rural Committee (‘RC’) Chairman in the new RC term), reimbursement claims for expenses paid from January to March in that calendar year must be submitted within one month upon expiry of his previous term of office as an ex officio member (i.e. within April of that calendar year).

Late submissions will not be entertained unless the DC member provides a valid reason which is accepted by the DC secretariat concerned.

(2) *Winding-up Expenses Reimbursement*

184. A DC member should consolidate all winding-up related expenses into no more than two claims and submit the claims within three months upon cessation of office. If a DC member procures services or items for use one month after the expiry of his term of office, or if the payment is made one month after the expiry of his term of office, the expenses incurred are not reimbursable.

185. Late submissions of claims will not be entertained unless the DC member provides a valid reason which is accepted by the DC secretariat concerned (e.g. unforeseen circumstances such as death, serious illness or injury) such that a DC member cannot personally certify the claim.

Section 7 Processing of Applications

186. After a DC member submits an application for reimbursement and supporting documents, if it is found that the total sum of the amount of remuneration claims therein exceeds the claimable ceiling, the application and supporting documents will be returned to the DC member. The DC member must then decide which expenditure items he wishes to claim and amend his application accordingly. If the revised total sum of the amount of claims still exceeds the claimable ceiling, he must indicate in writing which expenditure items are to be *partially claimed*.

187. Upon receipt of an application for reimbursement and supporting documents from a DC member, if in doubt, the DC secretariat concerned may request the DC member to submit supplementary documents or make further representations within a specified timeframe (usually two weeks). If the supplementary documents or representations are not received within the specified timeframe, processing of the claim may be suspended. If the supplementary documents or representations requested are not received within three months after the specified timeframe, the claim will not be entertained.

188. When vetting all applications for reimbursement submitted by DC members, the DC secretariats concerned are responsible for ensuring that the payments/reimbursements made comply with the relevant statutory requirements and the Guidelines, and that payments/reimbursements to DC members will only be arranged after ascertaining the applications are in full compliance with the statutory requirements and the requirements of the Guidelines.

Section 8 Non-reimbursable Expenses

189. **Appendix 7** sets out the “**List of Non-reimbursable Items**” which includes expenses that are not reimbursable under the OER, MEA (rental/staff salary), MA, SER or WER. The list is for reference only and is not exhaustive, and is to be reviewed from time to time.

190. Where necessary, the DC secretariat concerned may cease payment of a DC member’s remuneration or recover amounts reimbursed/paid:

- (a) if a DC member fails to comply with the requirements of the Guidelines; or
- (b) if the remuneration is not used for its intended purposes or goals, which is used to pay for the expenses for a DC member to discharge DC functions or duties; or
- (c) if a DC member, his employed staff, volunteers, or engaged service providers intentionally provide false or incomplete information for the purpose of causing the DC secretariat to release reimbursement claims to the DC member concerned; or
- (d) if a DC member, his employed staff, volunteers, or engaged service providers have engaged or are engaging in any acts or activities that cause the occurrence of or constitute, or are likely to cause the occurrence of or constitute any offences endangering national security under the Hong Kong National Security Law or other applicable laws, or in any other acts or activities that are detrimental to national security; or
- (e) if a project funded by such expenses is detrimental to national security; or
- (f) if the Government reasonably believes that any of the circumstances mentioned in the above clauses (d) or (e) will soon occur.

191. Applications for reimbursement that do not comply with the relevant statutory requirements and the requirements of the Guidelines will not be processed, and the relevant expenses will not be reimbursed.

Section 9 Refund to the Government

192. Regarding accountable reimbursements and allowances, if a DC member receives any rebate, compensation, subsidy or refund⁶ (“the relevant amount”), he should refund the relevant amount to the Government. Otherwise, the DC secretariat concerned will immediately suspend the processing of his applications for

⁶ For example, refunds from insurance companies due to termination of employment of a DC member’s staff, and coupons.

reimbursement until the DC member concerned has fully refunded the relevant amount to the Government.

193. If a DC member sells his capitalised item purchased at a price higher than the **“buy back price”**, the price difference should be refunded to the Government.

194. After a payment or reimbursement has been made, if it is found that the eligibility criteria for the reimbursement package of the DC member concerned have not been met or a certain amount has been wrongly paid, the relevant payment or the portion wrongly paid to the DC member concerned must be refunded to the Government by the following means:

- (a) the Government directly deducts the corresponding amount from the DC member’s honorarium, allowances, expenses reimbursements and/or end-of-term gratuity that have yet been paid to him without further notice; or
- (b) if the deduction arrangement is not practicable, the DC secretariat concerned will issue a demand note to request the DC member concerned for direct settlement.

195. Where there are suspected fraudulent or illegal cases, the Government reserves the right to report to the relevant authority for investigation and all rights of recovery, irrespective of whether the DC member concerned has refunded.

Part E Monitoring of the Use of Remuneration Package

Section 1 Public Inspection

196. DC members must keep proper records of all accounts. Except for documents related to the reimbursement of the MA, all application forms, declarations/statements and supporting documents (including application forms for reimbursement of staff salaries), copies of employment contracts of DC members' staff (personal data to be blocked out as appropriate), copies of tenancy agreements and audit reports are available for inspection or photocopying by the public. Sections with the personal data of the staff and suppliers (being individuals) are not included. Hence, all DC members are reminded to obtain the consent of their staff and suppliers for their identity, invoices, receipts and other related documents to be made available to the public.

197. When submitting original supporting documents, DC members must also provide a set of copies for public inspection. DC members must ensure that personal data (such as Hong Kong identity card numbers, bank account numbers, credit card numbers, private telephone numbers, home addresses, etc.) not intended to be made available for public inspection are blocked out in the copies. In the absence of the copies, it is assumed that all information provided in the original documents may be made available for public inspection and that the DC members concerned have obtained the consent of the relevant parties on this matter.

Section 2 Site Inspections

198. Site inspections to DC members' ward offices are carried out by the staff of the DC secretariats at least once a year without prior notice. Items under inspection include inventories of capitalised items, employees' records and their salary records, activities being carried out at the ward offices, publicity items displayed, the signboard bearing the logo and name of the DC concerned and the name of the DC member at the ward office entrance, and printed items published by a DC member bearing the logo of the DC. DC members should render assistance when site inspections are conducted. DC members who have yet to set up a ward office should provide the relevant items to the staff of the DC secretariat for inspection.

Part F Miscellaneous

Section 1 Tax Arrangement

199. According to the advice of the Commissioner of Inland Revenue, the accountable expenses reimbursements/allowances, namely the OER, MEA (rental/staff salary)⁷, SER and WER, are not taxable. A DC member should not include the reimbursed expenses in his tax returns and should not claim the purchase cost or depreciation allowance of equipment or furniture purchased with these accountable expenses reimbursements for a deduction of taxable income.

200. The non-accountable honorarium, the MEA and end-of-term gratuity payable to a DC member are regarded as his income from office held for tax purposes. It attracts Salaries Tax under the provisions of the Inland Revenue Ordinance (Cap. 112). The MA is also taxable. Expenses on items that are covered by the OER, SER and WER (excluding capital expenditure) but have not been reimbursed (e.g. where the expenses exceed the respective claimable entitlement) and will not be reimbursed under the allowances or expenses reimbursements receivable by a DC member in his other capacity (e.g. as a member of the ExCo and/or LegCo) will be tax deductible. The total deductible amount is not to exceed the total amount of his honorarium, MEA (non-accountable portion), MA and end-of-term gratuity chargeable to tax.

(1) Tax Deductible Expenses Not Verified by the DC secretariat

201. The total amount of expenses which a DC member wishes to claim for tax deduction should be entered in his annual tax return submitted to the Inland Revenue Department (“IRD”). The DC member should keep proper records and the original receipts or documentary evidence of payment of the expenses for which he wishes to claim tax deduction. IRD may require at a later date the original receipts or documentary evidence to be submitted in support of a tax deduction claim under the Inland Revenue Ordinance (Cap. 112) when the claim is subject to audit and review. These receipts and documentary evidence must be retained for seven years from the date of transaction.

202. A DC member should ensure, and be responsible for, the accuracy of the expenses declared in his tax returns. He is also responsible for the accuracy of any information subsequently provided to IRD when the claim is selected for audit and review.

⁷ The MEA (non-accountable portion) is taxable save the portion used to meet rental/staff salary expenses.

(2) Tax Deductible Expenses Verified by the DC secretariat

203. Operating expenses which are claimable items under the OER, SER and WER (excluding capital expenditure) fulfilling the reimbursement criteria in the Guidelines but not reimbursed to a DC member may be reported to the DC secretariat for deduction of the salaries tax of the DC member concerned, provided that such expenses are substantiated by supporting documents.

204. When reporting unreimbursed expenses, a DC member should complete and submit the **“Declaration Form for Expenses Incurred for Discharging DC Functions and Duties but Not Reimbursed”** at **Form 7**, together with the receipts and supporting documents. The invoices and receipts should be certified by the DC member and marked “not claimed”. After verification, the DC secretariat concerned will issue the **“Certificate on Operating Expenses Substantiated but Not Reimbursed under the Allowances and Expenses Reimbursement System”** (“the Certificate”) at **Template 9** to the DC member.

205. In general, DC secretariats only issue the certificates to DC members once a year. A DC member should consolidate the receipts and supporting documents for all unreimbursed expenses for the year into one claim for submitting to the DC secretariat concerned. **Form 7** and supporting documents submitted by a DC member will be retained by the DC secretariat concerned for public inspection.

206. A DC member should submit the certificate issued by the DC secretariat to IRD when making the tax deduction claim.

Section 2 Annual Adjustment

207. The Government adjusts the honorarium, OER and MEA of DC members on an annual basis with effect from 1 January each year. The Government compares the average CPI(A) for the 12 months ending November of the previous year with the average CPI(A) for the 12 months ending November of the preceding year, and calculates the annual adjustment based on the difference between the two. The level of the MA will be adjusted in line with that for LegCo members on 1 January each year.

Section 3 Others

208. Notwithstanding any other provisions of these Guidelines or the forms referred to therein, the Government may at any time request DC members to submit information on any matters mentioned in the Guidelines or the forms to verify whether DC members and their relevant associates have complied with the terms and requirements in the Guidelines and the forms.

209. Without prejudice to the requirements of the Guidelines and the forms, if:
- (a) the Government has reasonable grounds to believe that a DC member or his staff, agents, contractors, volunteers, or suppliers have engaged or are engaging in any acts or activities that cause the occurrence of or constitute, or are likely to cause the occurrence of or constitute any offences endangering national security under the Hong Kong National Security Law or other applicable laws, or in any other acts or activities that are detrimental to national security;
 - (b) the Government has reasonable grounds to believe that providing remuneration package to a DC member will be detrimental to national security; or
 - (c) a DC member makes any false or misleading statements to the Government,

the Government may immediately cease payments/reimbursements to the DC member, and the DC member must refund all the payments/reimbursements received in accordance with the Guidelines to the Government before the date specified by the Government.

Section 4 Enquiries

210. In case of any enquiries relating to the content of the Guidelines, DC members may approach their respective DC secretariats.

Home Affairs Department

_____ **District**

**Application for Reimbursement of Operating Expenses Reimbursement (OER)/
Miscellaneous Expenses Allowance (MEA) (Rental/Staff Salary)
for Members of District Councils of the HKSAR**

Section I : To be completed by the applicant

1. Name (in block letters) : _____

2. Address of ward office : _____

3. This application is for the period from _____ (DD/MM/YYYY) to
_____ (DD/MM/YYYY).

4. The total amount applied for this reimbursement is \$ _____.

5. Details of expenditure (with certified receipts¹ attached) are as follows:
(If applicable, District Council (DC) secretariat will arrange payment for reimbursement
of rental of ward office and/or staff salary expenses first from the annual provision of
the MEA (rental/ staff salary) until it is fully claimed and then from the OER.)

Item	Amount Claimed (\$)	For Use by DC secretariat's staff
(I) Rental of ward office		MEA
		OER
(II) Staff salary ² (Name of staff: _____)		MEA
		OER

1 In case personal data (such as Hong Kong identity card numbers, bank account numbers, credit card numbers, private telephone numbers and home addresses) appear on supporting documents and they are not intended to be made available to the public, DC members should provide, in addition to the original copy, a photocopy of the supporting documents with such data blocked out.

2 For example: Salary, Allowance(s), Bonus/ Gratuity.

Item	Amount Claimed (\$)
(III) Other related expenses on ward office	
(a) management fees	
(b) rates and Government rent	
(c) expenses for office insurance	
(d) utility charges (including charges for electricity, tap water supplies and sewage)	
(e) stamp duty for tenancy agreements	
(f) fees associated with tenancy agreements (such as solicitors' fees and/or search fees)	
(g) cleaning service charges	
(h) agency fees for leasing DC member's ward office	
(IV) Related expenses for employment of staff	
(a) medical benefits	
(b) insurance payments	
(c) Mandatory Provident Fund contributions	
(d) statutory payments under labour laws	
(e) recruitment expenses	
(f) training expenses for DC member's staff	
(V) Audit fees	
(VI) Printing expenses	
(VII) Publicity expenses for promoting DC member's role and duties for the purpose of discharging DC functions and duties	
(VIII) Communication charges	
(IX) Equipment and furniture items (details at Appendix I)	
(X) Expenses for repair and maintenance of equipment and furniture items (details at Appendix II)	
(XI) Expenses for computer and mobile phone software or applications (details at Appendix III)	
Total of (I) to (XI):	

6. I understand the contents of the prevailing Guidelines on the Remuneration Package for Members of the District Councils of the HKSAR (the Guidelines) and undertake to comply with the requirements therein.

7. I declare that:

- (a) I *am/am not a member of the Executive Council and/or the Legislative Council. Should there be a change in my membership status, I will inform the DC secretariat within two weeks from the effective date of the change;
- (b) all the expenses claimed are incurred wholly and necessarily *for discharging DC functions and duties or *for discharging DC functions and duties and those of the Executive Council and/or the Legislative Council concurrently;
- (c) all the expenses claimed for reimbursement do not involve any acts or activities that cause the occurrence of or constitute, or likely to cause the occurrence of or constitute any offences endangering national security or any other acts or activities detrimental to national security. I understand that even if the claim is approved, if the Government subsequently has reasonable grounds to believe that the claim is involved in the above-mentioned acts or activities, I shall refund the relevant amount to the Government;
- (d) all the expenses claimed for reimbursement were actually paid by me, and they have not been or will not be met by or reimbursed from any other sources (including but not limited to any other allowances or expenses reimbursements claimed in my capacity as a member of the DC, the Executive Council and/or the Legislative Council);
- (e) the information in this form (including all supporting documents and declarations) can be made available by the DC secretariat for public inspection upon request and I have obtained consent from the staff and suppliers (being individuals) concerned for this arrangement;
- (f) the ward office in respect of which expenses are claimed in this application is not wholly owned by me or my relative or jointly owned by me or my relative and other persons, nor leased from a company that my relative or I have any financial interest in;
- (g) the ward office in respect of which expenses are claimed in this application does not violate the designated purpose stated in the tenancy agreement or other relevant laws, nor has it been used for any acts or activities that cause the occurrence of or constitute, or are likely to cause the occurrence of or constitute any offences endangering national security or for any other acts or activities that are detrimental to national security; and no additional expenses incurred for rectifying violations of the tenancy agreement or other relevant laws have been included in this claim;

(h) *(i) none of my ward office(s) in this claim is leased from my business associates, affiliated organisations or other DC members; or

(ii) _____ (number) of my ward office(s) in this claim is/are leased from my business associates, affiliated organisations or other DC members (Name of DC member(s)/DC(s): _____). The lease is in the public interest and the amount claimed is fair and reasonable. Details of the ward offices concerned are as follows (please provide additional sheet(s) if there is not enough space). Independent market value rental valuation information is attached separately:

Ward Office 1

Address:

Landlord:

Ward Office 2

Address:

Landlord:

(i) none of the staff covered in this claim is my relative and all the salary expenses claimed are paid to the staff for assisting me in discharging DC functions and duties as detailed in their respective employment contracts. Details of the selection process, the employment decision and interests declared (if any) are provided as follows (applicable to cases of which reimbursement is claimed for the first time for the remuneration of a newly employed staff). If the recruitment process is not open, please provide reasons:

(j) the auditing services pertaining to this claim are provided by a certified public accountant (practising) as defined in the Professional Accountants Ordinance (Cap. 50). I confirm that the services are not provided by my relative, myself or an organisation that any of my relatives or I have financial interest in; and

(k) sufficient communication means have been provided for the public, and that the expenses for communication means not disclosed in this claim are necessary and wholly used for discharging DC functions and duties;

- (l) the purchased equipment and furniture items are stored in my DC member ward office. The equipment and furniture items purchased are wholly used for *discharging DC functions and duties or *concurrently for discharging the functions and duties of the DC and the Executive Council and/or the Legislative Council;
- (m) the cumulative quantity of equipment and furniture items purchased shall not exceed the permitted quota specified in the Guidelines; and
- (n) *(i) the expenses in this claim do not involve any rebates; or
 *(ii) the rebate(s) involved in the expenses in this claim:

(please specify the rebate item(s) and the handling method).

- 8. I understand that, if applicable, DC secretariat will arrange payment for reimbursement of the rental of ward office and/or staff salary expenses first from the annual provision of the MEA (Rental/Staff Salary) until it is fully claimed and then from the OER.
- 9. Regarding the purchased capitalised items, I agree:
 - (a) to keep an inventory list of all capitalised items and submit the latest list to the DC secretariat on a regular basis (at least once a year) in accordance with the prevailing Guidelines;
 - (b) that when I cease to be DC member, I will arrange to return all capitalised items immediately, irrespective of whether the accountable expenses reimbursements claimed cover the full or partial cost of the capitalised items;
 - (c) to ensure that the outstanding payments, unpaid debts or liabilities in respect of the capitalised items (including penalty for early termination of the contract) have been settled before returning the capitalised items to the DC secretariat;
 - (d) that I have to put up a request to the DC secretariat if I decide to buy back the relevant capitalised item(s) at the “buy back price”³ determined by the DC secretariat. If I subsequently sell the item(s) at a higher price, I undertake to refund the difference to the Government;
 - (e) that if I disagree with the “buy back price” of the capitalised item, or do not intend to buy back the capitalised item, I will not be reimbursed my contribution to the acquisition cost when I return the items to the DC secretariat. As for the service rights associated with the capitalised item

³ “Buy back price” means the amount calculated according to the Paragraph 123 of the Guidelines on Arrangements for Remuneration, Allowances and Reimbursement of Expenses for Members of District Councils of the HKSAR in force.

(such as maintenance and repair, if applicable) which are still in effect, they will be transferred to the respective DC secretariat with immediate effect and the relevant expenses will not be reimbursed (if any); and

- (f) that I will not have any right to claim back a capitalised item once it has been returned to the DC secretariat.
10. I agree that site inspections at my ward office(s) will be carried out by staff of the DC secretariat at least once a year without prior notice. Items under inspection include not only the inventories of capitalised items, but also employees' salary records, activities being carried out at the ward offices, printed items bearing the Regional Emblem and other items of which expenses may be reimbursed under various accountable allowances/expenses reimbursement.
11. I understand that the approval of reimbursement of the expenses for the printing and publicity items does not imply any approval or endorsement of the contents thereof by the Government of the Hong Kong Special Administrative Region (the Government) or its officers, and neither the Government nor its officers assumes any responsibility for such contents. I confirm that, to the best of my knowledge, the expenses for printing or publicity items (if any) that I claim comply with the "Management Scheme for the Display of Roadside Non-commercial Publicity Materials Implementation Guidelines" issued by the Lands Department and any laws applicable in Hong Kong, and the provisions stipulated in Paragraph 66 of the Guidelines. If any of the printing or publicity items (if any) that I have been reimbursed do not comply with the above guidelines or laws, I will refund the reimbursed amount to the Government.
12. I understand that the approved amount of my application for OER for the month immediately before I cease office will be first used to offset the advance payment of OER that I have not yet refunded (if any), and only after the full amount of advance payment has been offset will the balance of the reimbursement (if any) be payable to me.
13. I undertake that if I have received any rebate⁴ /compensation/subsidy/refund (hereinafter referred to as "relevant amount") from any source arising from any expenses reimbursed under the OER/MEA (rental/staff salary) or I have made any false or misleading statements to the Government, I will refund the relevant amount to the Government immediately. If I fail to refund the relevant amount to the Government, the DC secretariat is entitled to suspend the processing of all my subsequent claims for allowances and expenses reimbursements until the relevant amount is fully refunded. I understand that, if it is found that the eligibility criteria for reimbursement have not been met or a certain amount is wrongly paid to me, the corresponding amount of the OER/MEA (rental/staff salary) already paid or reimbursed to me will be deducted from my outstanding honorarium, allowances, expenses reimbursements and/or end-of-term gratuity without further notice until the corresponding amount is fully refunded to the Government, or I shall have to settle the demand note issued to me. I understand that the Government has the right to report to the appropriate authority for investigation of any suspected

⁴ Includes cash rebate or voucher.

fraudulent cases relating to this claim, irrespective of whether a repayment has been made.

14. I understand that the purposes of use of personal data as follows:
- (a) the personal data provided in this form will be used exclusively for vetting and processing the reimbursement claims of expenses reimbursements/allowances;
 - (b) the personal data provided in this form may be disclosed to other parties for the purposes mentioned in paragraph 14(a) above;
 - (c) it is mandatory for me to provide the personal data required in this form. Failure to provide such information may result in the inability to process the application for the OER / MEA (rental/staff salary);
 - (d) I have a right of access and correction with respect to personal data as provided for under the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of my personal data provided in this form;
 - (e) enquiries concerning the personal data collected by means of this form, including the making of access and correction, should be addressed to:

(Designation of responsible officer)

_____ District Office

(Telephone No.)

Signature: _____

Date: _____

* Please delete as appropriate

Section II : For DC secretariat's use only

District: _____ File Ref.: _____

User Code: _____ Creditor Ref. No.: _____
(Non-taxable)

I certify that:

- (a) each expenditure item claimed by the applicant in paragraphs 4 and 5 of Section I has been checked and found to be in order;
- (b) photocopies of receipts (where appropriate) are true copies of the original;
- (c) no payment for any item claimed has been made previously to the applicant;
and
- (d) the amount claimed is correct and the cumulative amount claimed/reimbursed does not exceed the maximum OER and MEA (rental/staff salary) entitlement of the applicant for the year.

(_____)	EO	_____
_____ Name and Signature	_____ Designation	_____ Date

I certify that the above items of expenditure have been checked and found to be in order. The amount of expenses to be reimbursed to the DC member is \$ _____.

(_____)	SEO(DC)	_____
_____ Name and Signature	_____ Designation	_____ Date

Appendix I to Form 1

Equipment and Furniture Items

No.	Description¹ (including brand, model, specifications, and serial number)	Quantity (a)	Unit Price (\$) (b)	Total Amount (\$) (c) = (a)x(b)	Amount Claimed (\$) (d)	Purchase Date	Photo Attached (Yes/No)	(if photo attached) Attachment No.
1								
2								
3								
4								
5								
Total (\$)								

Signature: _____
Name: _____
Date: _____

¹ The applicant should make reference to the **Appendix 3** of the prevailing Guidelines on the Remuneration Package for Members of District Councils of the HKSAR. Apart from a general description of the items purchased (e.g. camera or computer), the applicant should also provide detailed description (if any), including the brand, model, specifications and serial number.

Appendix II to Form 1

Expenses for Repair and Maintenance of Equipment and Furniture Items ¹

	Details of Expenses with Supporting Documents²	Date of Payment	Amount Claimed (\$)	Photo Attached (Yes/No)	(if photo attached) Attachment No.
1					
2					
3					
4					
5					
Total (\$)					

Signature: _____

Name: _____

Date: _____

¹ Only the expenses for repair and maintenance of equipment and furniture items purchased with the OER or SER, or the Operating Expenses Allowance and the Information Technology and Other Support Grant available before January 2008 are reimbursable.

² Please also attach a copy of the Inventory of Capitalised Items with the equipment and furniture items concerned highlighted.

Appendix III to Form 1

Expenses for Computer and Mobile Phone Software and Application

No.	Description of Software/ Application ¹ <small>(including version, serial number and contract number, etc.)</small>	Quantity	Unit Price (\$)	Total amount (\$)	Amount Claimed (\$)	Subscription/ Purchase Date	Installed to Personal Computers/ Mobile Phones Not Purchased with Accountable Allowances/ Expenses Reimbursements (Yes/No)	Supporting Documents Attached (Yes/No)	(if supporting document attached) Attachment No.
		(a)	(b)	(c) = (a)x(b)	(d)				
1									
2									
3									
4									
5									
Total (\$)									

Signature: _____

Name: _____

Date: _____

¹ The applicant should make reference to **Appendix 3** of the prevailing Guidelines on the Remuneration Package for Members of District Councils of the HKSAR. Apart from a general description of the software or application purchased, the applicant should also provide detailed description (if any), including the version, serial number and contract number of the software and application, and specifications such as the storage capacity and service period.

_____ District

**Application for Reimbursement of Medical Allowance
for Members of District Councils of the HKSAR**

Section I : To be completed by the applicant

1. Name (in block letters) : _____
2. This application is for the period from _____ (DD/MM/YYYY) to _____ (DD/MM/YYYY).
Please reimburse the amount from my eligible Medical Allowance (MA).

3. Details of expenditure (with certified receipts¹ attached) are as follows:

Item	Total Amount	Amount Claimed
	(\$)	(\$)
(I) Actual medical (including dental) expenses		
(II) Expenses for personal medical (including dental) insurance ² Including statutory levy on insurance premium [Period covered : _____ (DD/MM/YYYY) to _____ (DD/MM/YYYY)]		
Total amount claimed in respect of certified expenses stated in the supporting documents :		

¹ Only a general description of the nature of the charges, such as consultation and medication, is required to be indicated in the supporting documents. The DC member may block out any personal identifiers and data (such as credit card numbers or home addresses), and private information (such as diagnoses) appear on such supporting documents.

² If the premium receipt includes expenses for other insurance cover (such as life insurance, accident insurance and hospital cash insurance plan) that are not reimbursable, the DC member should request the service provider to clearly itemize the costs related to the pure medical insurance plan before submitting the reimbursement claims. Otherwise, the processing of the reimbursement claims will be suspended.

4. I declare that:
- (a) I am not concurrently a Legislative Council member. Should there be a change in my membership status, I will inform the DC secretariat within two weeks from the effective date of the change;
 - (b) all the expenses claimed are incurred by my personal medical expenses due to medical needs during my term of office. I understand that I may be required by DC secretariat, on a case by case basis, to submit supplementary supporting documents from registered doctors, registered dentists, registered/listed Chinese medicine practitioners or hospitals/medical institutions to prove my actual medical needs;
 - (c) all the expenses claimed for reimbursement do not involve any acts or activities that cause the occurrence of or constitute, or likely to cause the occurrence of or constitute any offences endangering national security or any other acts or activities detrimental to national security. I understand that even if the claim is approved, if the Government subsequently has reasonable grounds to believe that the claim is involved in the above-mentioned acts or activities, I must refund the relevant amount to the Government;
 - (d) all the expenses claimed for reimbursement were actually paid by me, and they have not been or will not be met or reimbursed from any other sources or in my other capacities;
 - (e) *(i) the expenses in this claim do not involve any rebates; or
*(ii) the rebate(s) involved in the expenses in this claim: _____

(please specify the rebate item(s) and the handling method).
5. I undertake to abide by all the requirements stipulated in the prevailing Guidelines on Remuneration Package for Members of District Councils of the HKSAR.

6. I undertake that if I have received any rebate³/compensation/subsidy/refund (hereinafter referred to as “relevant amount”) from any source arising from any expenses reimbursed under the MA or I have made any false or misleading statements to the Government, I will refund the relevant amount to the Government immediately. If I fail to refund the relevant amount to the Government, the DC secretariat is entitled to suspend the processing of all my subsequent claims for allowances and expenses reimbursements until the relevant amount is fully refunded. I understand that, if it is found that the eligibility criteria of reimbursement have not been met or a certain amount is wrongly paid to me, the corresponding amount already paid/reimbursed to me will be deducted from my outstanding honorarium, allowances, expenses reimbursements and / or end-of-term gratuity without further notice until the corresponding amount is fully refunded to the Government, or I shall have to settle the demand note issued to me. I understand that the Government has the right to report to the appropriate authority for investigation of any suspected fraudulent cases relating to this claim, irrespective of whether a repayment has been made.
7. I understand that the purposes of use of personal data as follows:
- (a) the personal data provided in this form will be used exclusively for vetting and processing the reimbursement claims of expenses reimbursements/allowances;
 - (b) the personal data provided in this form may be disclosed to other parties for the purposes mentioned in paragraph 7(a) above;
 - (c) it is mandatory for me to provide the personal data required in this form. Failure to provide such information may result in the inability to process the application for the MA;
 - (d) I have a right of access and correction with respect to personal data as provided for under the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of my personal data provided in this form;

³ Includes cash rebates or voucher.

- (e) enquiries concerning the personal data collected by means of this form, including the making of access and correction, should be addressed to:

(Designation of responsible officer)

District Office

(Telephone No.)

Signature: _____

Date : _____

* Please delete as appropriate

_____ **District**

**Application for Setting-up Expenses Reimbursement
for Members of District Councils of the HKSAR**

Section I : To be completed by the applicant

1. Name (in block letters) : _____

2. Address of ward office : _____

3. Application for Setting-up Expenses Reimbursement (SER) has been/has not been* submitted in the previous term of the District Council.

4. I have/have not* closed the original ward office and set up a new ward office in the current term of the District Council (DC). The relocation of ward office is due to (please provide supporting documents and details):

- * expiry of a tenancy agreement; or
- * other valid reasons.

5. The total amount claimed is \$ _____. Details of expenditure (with certified receipts¹ attached) are as follows:

Item	Amount Claimed (\$)
(I) Expenses for fitting out of ward office (Details at Appendix I)	
(II) Equipment and furniture items (Details at Appendix II)	
(III) Expenses for repair and maintenance of equipment and furniture items (Details at Appendix III)	
(IV) Expenses for computer and mobile phone software or applications (Details at Appendix IV)	
(V) Other associated expenses related to setting up of ward office (Details at Appendix V)	
Total of (I) to (V) :	

¹ In case personal data (such as Hong Kong identity card numbers, bank account numbers, credit card numbers, private telephone numbers and home addresses) appear on supporting documents and they are not intended to be made available to the public, DC members should provide, in addition to the original copy, a photocopy of the supporting documents with such data blocked out.

6. I understand the content of the prevailing Guidelines on the Remuneration Package for Members of the District Councils of the HKSAR (the Guidelines) and undertake to comply with the requirements therein.

7. I declare that:

- (a) all the expenses claimed are incurred wholly and necessarily *for discharging DC functions and duties or *for discharging DC functions and duties and those of the Executive Council and/or the Legislative Council concurrently;
- (b) all the expenses claimed for reimbursement were actually paid by me, and they have not been or will not be met by or reimbursed from any other sources (including but not limited to any other allowances or expenses reimbursements claimed in my capacity as a member of the DC, the Executive Council and/or the Legislative Council);
- (c) all the expenses claimed for reimbursement do not involve any acts or activities that cause the occurrence of or constitute, or likely to cause the occurrence of or constitute any offences endangering national security or any other acts or activities detrimental to national security. I understand that even if the claim is approved, if the Government subsequently has reasonable grounds to believe that the claim is involved in the above-mentioned acts or activities, I shall refund the relevant amount to the Government;
- (d) the information in this form (including all supporting documents and declarations) can be made available by the DC secretariat for public inspection upon request and I have obtained consent from the staff and suppliers (being individuals) concerned for this arrangement;
- (e) the ward office in respect of which expenses are claimed in this application does not violate the designated purpose stated in the tenancy agreement or other relevant laws, nor has it been used for any acts or activities that cause the occurrence of or constitute, or are likely to cause the occurrence of or constitute any offences endangering national security or for any other acts or activities that are detrimental to national security; and no additional expenses incurred for rectifying violations of the tenancy agreement or other relevant laws have been included in this claim;
- (f) *(i) none of my ward office(s) in this claim is leased from my business associates, affiliated organisations or other DC members; or

(ii) _____ (number) of my ward office(s) in this claim is/are leased from my business associates, affiliated organisations or other DC members (Name of DC member(s)/DC(s): _____). The lease is in the public interest and the amount claimed is fair and reasonable. Details of the ward offices concerned are as follows (please provide additional sheet(s) if there is not enough space). Independent market value rental valuation information is attached separately:

Ward Office 1

Address: _____

Landlord: _____

Ward Office 2

Address: _____

Landlord: _____

- (g) the equipment and furniture items purchased are stored in my DC member ward office. The equipment and furniture items purchased are wholly used for *discharging DC functions and duties or *concurrently for discharging the functions and duties of the DC and the Executive Council and/or the Legislative Council;
- (h) the cumulative quantity of equipment and furniture items purchased shall not exceed the permitted quota specified in the Guidelines;
- (i) *(i) the expenses in this claim do not involve any rebates; or
*(ii) the rebate(s) involved in the expenses in this claim:

(please specify the rebate item(s) and the handling method).

8. Regarding the capitalised items purchased, I agree:

- (a) to keep an inventory list on all capitalised items and submit the latest list to the DC secretariat on a regular basis (at least once a year) in accordance with the prevailing Guideline;
- (b) that site inspections at my ward office(s) will be carried out by staff of the DC secretariat at least once a year without prior notice for inspecting the inventories of capitalised items;
- (c) that when I cease to be DC member, I will arrange to return all capitalised items immediately, irrespective of whether the accountable expenses reimbursements claimed cover the full or partial cost of the capitalised items;
- (d) to ensure that the outstanding payments, unpaid debts or liabilities in respect of the capitalised item(s) (including penalty for early termination of the contract) have been settled before returning the capitalised items to the DC secretariat;

- (e) that I have to put up a request to the DC secretariat if I decide to buy back the relevant capitalised item(s), at the “buy back price”² determined by the DC secretariat. If I subsequently sell the item(s) at a higher price, I undertake to refund the difference to the Government;
 - (f) that if I disagree with the “buy back price” of the capitalised item, or do not intend to buy back the capitalised item, I will not be reimbursed my contribution to the acquisition cost when I return the items to the DC secretariat. As for the service rights associated with the capitalised item (such as maintenance and repair, if applicable) which are still in effect, they will be transferred to the respective DC secretariat with immediate effect and the relevant expenses will not be reimbursed (if any); and
 - (g) that I will not have any right to claim back a capitalised item once it has been returned to the DC secretariat.
9. I undertake that if I have received any rebate³/compensation/subsidy/refund (hereinafter referred to as “relevant amount”) from any source arising from any expenses reimbursed under the SER or I have made any false or misleading statements to the Government, I will refund the relevant amount to the Government immediately. If I fail to refund the relevant amount to the Government, the DC secretariat is entitled to suspend the processing of all subsequent claims for allowances and expenses reimbursements until the relevant amount is fully refunded. I understand that, if it is found that the eligibility criteria for reimbursement have not been met or a certain amount is wrongly paid to me, the corresponding amount already paid/reimbursed to me will be deducted from my outstanding honorarium, allowances, expenses reimbursements and/or end-of-term gratuity without further notice, until the corresponding amount is fully refunded to the Government, or I shall have to settle the demand note issued to me. I understand that the Government has the right to report to the appropriate authority for investigation of any suspected fraudulent cases relating to this claim, irrespective of whether a repayment has been made.
10. I understand that the purposes of use of personal data as follows:
- (a) the personal data provided in this form will be used exclusively for vetting and processing the reimbursement claims of expenses reimbursements/allowances;
 - (b) the personal data provided in this form may be disclosed to other parties for the purposes mentioned in paragraph 10(a) above;
 - (c) it is mandatory for me to provide the personal data required in this form. Failure to provide such information may result in the inability to process the application for the SER;
 - (d) I have a right of access and correction with respect to personal data as provided for under the Personal Data (Privacy) Ordinance (Cap. 486). The right of access

² “Buy back price” means the amount calculated according to the Paragraph 123 of the prevailing Guidelines on the Remuneration Package for Members of District Councils of the HKSAR.

³ Includes cash rebates or voucher.

includes the right to obtain a copy of my personal data provided in this form;

- (e) enquiries concerning the personal data collected by means of this form, including the making of access and correction, should be addressed to:

(Designation of responsible officer)

_____ District Office

(Telephone No.)

Signature: _____

Date : _____

* Please delete as appropriate

Section II : For DC secretariat's use only

District: _____ File Ref.: _____

User Code: _____ Creditor Ref. No.: _____
(Non-taxable)

I certify that:

- (a) each expenditure item claimed by the applicant in paragraph 5 of Section I has been checked and found to be in order;
- (b) photocopies of receipts (where appropriate) are true copies of the original;
- (c) no payment for any item claimed has been made previously to the applicant; and
- (d) the amount claimed is correct and the cumulative amount claimed/reimbursed does not exceed the maximum entitlement of the applicant for the SER.

(_____) EO _____
Name and Signature Designation Date

I certify that the above items of expenditure have been checked and found to be in order. The amount of expenses to be reimbursed to the DC member is \$_____.

(_____) SEO(DC) _____
Name and Signature Designation Date

Appendix I to Form 3

Expenses for Fitting out of Ward Office ¹

	Details of Expenses with Supporting Documents²	Date of Payment	Amount Claimed (\$)	Photo Attached (Yes/ No)	(if photo attached) Attachment No.
e.g.	Painting ceilings and walls with emulsion paint	2024.1.15	\$7,000	Yes	(1)
e.g.	Paving floor tiles	2024.1.15	\$7,000	Yes	(2)
e.g.	Replacing main door	2024.1.15	\$1,000	Yes	(3)
1					
2					
3					
4					
5					
6					
7					
Total (\$)					

Signature: _____

Name: _____

Date: _____

¹ A DC member setting up a ward office in an accommodation wholly owned by him or his relative, or jointly owned by him or his relative and other persons, or leased from a company that he or his relative has any financial interest in, will not be eligible for reimbursement of the associated fitting-out expenses under the SER.

² The DC member must state clearly the project items involved and a breakdown of the items in the claims. Please see the examples above.

Appendix II to Form 3

Equipment and Furniture Items

No.	Description¹ (including brand, model, specifications and serial number)	Quantity	Unit Price (\$)	Total Amount (\$) (c) = (a) x (b)	Amount Claimed (\$) (d)	Purchase Date	Photo Attached (Yes/No)	(if photo attached) Attachment No.
1								
2								
3								
4								
5								
Total (\$)								

Signature: _____

Name: _____

Date: _____

¹ The applicant should make reference to **Appendix 3** of the prevailing Guidelines on Remuneration Package for Members of District Councils of the HKSAR. The total quantity of items procured under the SER must not exceed the permitted quota. Apart from a general description of the items purchased (e.g. camera or computer), the applicant should also provide detailed description (if any), including the brand, model, specifications and serial number.

Appendix III to Form 3

Expenses for Repair and Maintenance of Equipment and Furniture Items¹

	Details of Expenses with Supporting Documents²	Date of Payment	Amount Claimed (\$)	Photo Attached (Yes/No)	(if photo attached) Attachment No.
1					
2					
3					
4					
5					
Total (\$)					

Signature: _____

Name: _____

Date: _____

¹ Only the expenses for repair and maintenance of equipment and furniture items purchased with the OER, SER, or the Operating Expenses Allowance and the Information Technology and Other Support Grant available before January 2008 are reimbursable.

² Please also attach a copy of the Inventory of Capitalised Items with the equipment and furniture items concerned highlighted.

Appendix IV to Form 3

Expenses for Computer and Mobile Phone Software and Application

No.	Description of Software/ Application ¹ (including version, serial number and contract number, etc.)	Quantity	Unit Price (\$)	Total Amount (\$) (c) = (a) x (b)	Amount Claimed (\$) (d)	Subscription /Purchase Date	Installed to Personal Computers/ Mobile Phones Not Purchased with Accountable Allowances/ Expenses Reimbursements (Yes/No)	Supporting Documents Attached (Yes/No)	(if supporting document attached) Attachment No.
1.									
2.									
3.									
4.									
5.									

Signature: _____

Name: _____

Date: _____

¹ The applicant should make reference to **Appendix 3** of the prevailing Guidelines on the Remuneration Package for Members of District Councils of the HKSAR. Apart from a general description of the software or application purchased, the applicant should also provide detailed description (if any), including the version, serial number, contract number of the software and application, and specifications such as the storage capacity and service period.

Appendix V to Form 3

Other Associated Expenses Related to Setting Up Ward Office

	Details of Expenses with Supporting Documents	Date of Payment	Amount Claimed (\$)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Total (\$)			

Signature: _____

Name: _____

Date: _____

_____ **District**

**Claim for Winding-up Expenses Reimbursement
for Members of District Councils of the HKSAR**

Section I : To be completed by the applicant

1. Name (in block letters) : _____
2. Date of cessation of office : _____
3. Address of ward office : _____

4. Contact telephone number : _____
5. This is my first/second¹ application for the Winding-up Expenses Reimbursement (WER). The total amount applied is \$ _____. Details of expenditure (with certified receipts² attached) are as follows:

Item	Amount (\$)
Items to be settled by a separate component with no pre-set ceiling	
(I) Severance payments for the staff (Details at Appendix I)	
Items to be settled by a fixed component	
(II) Salaries in lieu of notice for the staff (Details at Appendix II)	
(III) Reasonable compensation to the landlord of ward office and expenses for re-instating office premises (The rental of the accommodation concerned should be funded by the Operating Expenses Reimbursement (OER)) (Details at Appendix III)	

¹ Please delete as appropriate.

² In case personal data (such as Hong Kong identity card numbers, bank account numbers, credit card numbers, private telephone numbers and home addresses) appear on supporting documents and they are not intended to be made available to the public, DC members should provide, in addition to the original copy, a photocopy of the supporting documents with such data blocked out.

Item	Amount (\$)
(IV) Other legitimate expenses during the winding up period ³ (Details at Appendix IV)	
Total of (I) to (IV) :	

6. I understand the contents of the prevailing Guidelines on the Remuneration Package for Members of the District Councils of the HKSAR (the Guidelines) and undertake to comply with the requirements therein.

7. I declare that:

(a) all the expenses claimed for reimbursement were essentially required and actually paid by me due to the cessation of my office. They have not been and will not be met by or reimbursed from any other sources (including but not limited to any other allowances or expenses reimbursements claimed in my capacity as a member of the District Council (DC), the Executive Council and/or the Legislative Council);

(b) all the expenses claimed for reimbursement do not involve any acts or activities that cause the occurrence of or constitute, or likely to cause the occurrence of or constitute any offences endangering national security or any other acts or activities detrimental to national security. I understand that even if the claim is approved, if the Government subsequently has reasonable grounds to believe that the claim is involved in the above-mentioned acts or activities, I shall refund the relevant amount to the Government;

(c) the ward office in respect of which expenses are claimed in this application does not violate the designated purpose stated in the tenancy agreement or other relevant laws, nor has it been used for any acts or activities that cause the occurrence of or constitute, or are likely to cause the occurrence of or constitute any offences endangering national security or for any other acts or activities that are detrimental to national security; and no additional expenses incurred for rectifying violations of the tenancy agreement or other relevant laws have been included in this claim;

(d) the information in this form (including all supporting documents and declarations) can be made available by the DC secretariat for public inspection upon request and I have obtained consent from the staff and suppliers (being individuals) concerned for this arrangement;

³ Examples include rentals, management fees, electricity charges, telephone charges, staff remuneration, Mandatory Provident Fund contributions, removal charges and end-of-employment benefits other than severance payments.

- (e) non-essential services related to the claims have been curtailed as early as possible;
- (f) acquisition of stores has been limited to quantities essential for the winding-up;
- (g) apart from compensation for the premature termination of tenancy agreements (if any), no reimbursement has been claimed for on-going services which extend beyond one month after the date of cessation of office;
- (h) the severance payments were not more than that required by the Employment Ordinance (Cap. 57), and they were paid only to staff employed with the OER and/or Miscellaneous Expenses Allowance (MEA) (rental/staff salary); and
- (i) **(i)* the expenses in this claim do not involve any rebates; or
**(ii)* the rebate(s) involved in the expenses in this claim:

(please specify the rebate item(s) and the handling method).

8. I understand that, the approved amount of my application for the WER will first be used to offset the advance payment of OER that I have not yet refunded (if any), and only after the full amount of advance payment has been offset will the balance of the reimbursement (if any) be payable to me.
9. I undertake that if I have received any rebate⁴ /compensation/subsidy/refund (hereinafter referred to as “relevant amount”) from any source arising from any expenses reimbursed under the WER or I have made any false or misleading statements to the Government, I will refund the relevant amount to the Government immediately. If I fail to refund the relevant amount to the Government, the DC secretariat is entitled to suspend the processing of all my subsequent claims for allowances and expenses reimbursements until the relevant amount is fully refunded. I understand that, if it is found that the eligibility criteria for reimbursement of WER have not been met or a certain amount is wrongly paid to me, the corresponding amount already paid/reimbursed to me will be deducted from my outstanding honorarium, allowances, expenses reimbursements and/or end-of-term gratuity without further notice, until the corresponding amount is fully refunded to the Government, or I shall have to settle the demand note issued to me.
10. I understand that the Government has the right to report to the appropriate authority for investigation of any suspected fraudulent cases relating to this claim, irrespective of whether a repayment has been made.

⁴ Includes cash rebate or voucher.

11. I understand that the purposes of use of personal data as follows:
- (a) the personal data provided in this form will be used exclusively for vetting and processing the reimbursement claims of expenses reimbursements/allowances;
 - (b) the personal data provided in this form may be disclosed to other parties for the purposes mentioned in paragraph 11(a) above;
 - (c) it is mandatory for me to provide the personal data required in this form. Failure to provide such information may result in the inability to process the application for the WER;
 - (d) I have a right of access and correction with respect to personal data as provided for under the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of my personal data provided in this form;
 - (e) enquiries concerning the personal data collected by means of this form, including the making of access and correction, should be addressed to:

(Designation of responsible officer)

_____ District Office

(Telephone No.)

Signature : _____

Date : _____

* Please delete as appropriate

Appendix I to Form 4

Severance Payments for the Staff

	Name of the staff	Staff 1	Staff 2	Staff 3
		e.g. David CHAN		
1	Date of commencement of employment funded by OER ¹ and/or MEA (rental/staff salary) (DD/MM/YY)			
2	Date of cessation of employment funded by OER and/or MEA (rental/staff salary) (DD/MM/YY)			
3	Length of employment period funded by OER and/or MEA (rental/staff salary) (___ year(s) ___ month(s))			
4	Last full month's salary paid (\$)			
5	Severance payments entitled ² (\$)			
6	Amount offset with accrued benefits/gratuities ³ (\$)			
7	Net payable amount ⁴ (\$)			
Total (\$)				

Signature : _____
 Name : _____
 Date : _____

Notes:

1. Including the staff employed with the Accountable Allowance available between January 2000 and May 2002.
2. Under the Employment Ordinance (Cap. 57), an employer should make severance payment when an employee, who has been employed under a continuous contract of employment for not less than 24 months, is dismissed by reason of redundancy or is laid off. A continuous contract of employment means an employment contract under which an employee works continuously for the same employer for 4 weeks or more, with at least 18 hours in each week. The calculation of severance payment is:

(monthly wages x 2/3)* x reckonable years of services
(counted from the date of commencement of employment
with OER and/or MEA (rental/staff salary))

* According to the statutory requirement, the sum should not exceed 2/3 of \$22,500.
Service of an incomplete year is calculated on a pro rata basis.

3. If an employee is entitled to severance payment and where:
 - (a) gratuities based on length of service or occupational retirement scheme benefits (excluding any part attributable to employee's contribution) have been paid to the employee; or
 - (b) accrued benefit (excluding any part attributable to employee's contributions) is being held in a mandatory provident fund scheme in respect of the employee, or has been paid to the employee,the severance payment is to be reduced by the aforementioned amount of gratuities and benefits to the extent that they relate to the employee's years of service for which the severance payment is payable.
4. "Net payable amount" is equivalent to "Severance payments entitled" less "Amount offset with accrued benefits/gratuities".

Appendix II to Form 4

Salaries in Lieu of Notice for the Staff

	Name of the staff	End date of notice period as stated in the employment contract	Actual employment end date	Amount of salaries in lieu of notice claimed (\$)
1				
2				
3				
Total (\$)				

Signature : _____
Name : _____
Date : _____

Appendix III to Form 4

**Compensation to the Landlord of Ward Office
and Expenses for Re-instating Office Premises¹**

	Details of Expenses with Supporting Documents²	Date of Payment	Amount Claimed (\$)	Photo Attached (Yes / No)	(if photo attached) Attachment No.
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Total (\$)					

Signature : _____
Name : _____
Date : _____

¹ The rental of the accommodation concerned should be funded by the OER.

² The DC member should state clearly the project items involved and a breakdown of the items in the claims. Please see the examples at **Appendix I** to **Form 3** of the prevailing Guidelines on the Remuneration Package for Members of the District Councils of the HKSAR.

Appendix IV to Form 4

Other Legitimate Expenses during the Winding-up Period

	Details of Expenses with Supporting Documents	Date of Payment	Amount Claimed (\$)
1	Rental of Ward Office		
2	Management Fee		
3	Electricity Fee		
4	Telephone Fee		
5	Staff Salary		
6	Mandatory Provident Fund contribution		
7	Other expenses related to termination of staff employment (Where applicable, please fill in the following details): <ul style="list-style-type: none">• Nature of payment and amount [e.g. gratuity (amount), year-end bonus (amount)]• Period covered by the payment [From (DD/MM/YYYY) to (DD/MM/YYYY)]• Calculation of benefits [Please show calculations]		
8	Transportation Fee		
9	Others		
Total (\$)			

Signature : _____
Name : _____
Date : _____

_____ District

**Declaration Form for Procurement
for Members of District Councils of the HKSAR**

Name of DC Member			
Section I – Details of Procurement <i>(Note 1)</i>			
Product or Services Procured			
Quotations Obtained	Quotation 1	Quotation 2	Quotation 3
Date			
Supplier/Service Provider			
Means for obtaining quotations (e.g. by email, fax, postage, telephone, shopping, online shopping, tender) and contact details <i>(Note 2)</i>			
Description of items offered (e.g. brand/model and specification, etc.)			
Price (\$)			
Decision	Accepted/ Rejected*	Accepted/ Rejected*	Accepted/ Rejected*
Section II – Justification For Decision			
<p>The decision is based on the following considerations: (✓ as appropriate)</p> <p><input type="checkbox"/> price <input type="checkbox"/> service/support</p> <p><input type="checkbox"/> quality/function <input type="checkbox"/> user-friendliness</p> <p><input type="checkbox"/> availability <input type="checkbox"/> other reasons: _____</p> <p><i>(Detailed assessment, if any, is attached, and it could be/should not be* made available for public inspection.)</i></p>			

* Please delete as appropriate

(Note 1) For procurement (excluding DC members' personal medical services) exceeding a total value of \$20,000, at least three quotations should be obtained.

(Note 2) If by telephone enquiry, please state the contact person and telephone number. If by shopping, please state the shop address. If by online shopping, please provide a screenshot of the shop's website. The screenshot must show the date of obtaining the quotation.

Section III – Declaration (To be completed by the person responsible for the procurement, who could be a DC member or his staff. Please complete Section IV only if the procurer is the DC member.)

I hereby certify that:

* I/my relatives have no financial interest in and am/are not in control of the business of the supplier/service provider. I/my relatives derive no financial benefits from the transaction and cannot derive any financial benefits from the transaction.

or

* I/my relatives am/are the _____ of the supplier/service provider and can obtain a financial interest of _____. (Please provide the reasons for selecting the supplier/service provider concerned.)

Procurer

_____ Name _____ Position/Capacity _____ Signature _____ Date

Section IV – Declaration (To be completed by the DC member)

I hereby certify that:

(i) To the best of my knowledge and belief, the above procurement complies with the prevailing Guidelines on the Remuneration Package for Members of the District Councils of the HKSAR;

(ii) * I and my relatives have no financial interest in and am/are not in control of the business of the supplier/service provider. I and my relatives derive no financial benefits from the transaction and cannot derive any financial benefits from the transaction;

or

* I/my relatives am/are the _____ of the supplier/service provider and can obtain a financial interest of _____; and

(iii) * The supplier/service provider is not my staff, business partner, or organisation which I belong to, and not another DC member.

or

* The supplier/service provider selected is my staff, business partner or an organisation which I belong to or an incumbent DC member (Name of the DC member/DC: _____).

* Despite the relationship/interest stated in Section III and/or Section IV, the procurement decision is unavoidable for the following reasons (e.g. sole supplier for the goods/services required; lower prices for using bulk contracts of an affiliated association, etc.):

(iv) The supplier/service provider or his staff, agents, or subcontractors do not engage in any acts or activities that cause the occurrence of or constitute, or likely to cause the occurrence of or constitute any offences endangering national security, or in any other acts or activities that are detrimental to national security.

Signature of the

DC Member

Date

* *Please delete as appropriate*

_____ District

**Application for Advance Payment of Operating Expenses Reimbursement
for Members of District Councils of the HKSAR**

Section I : To be completed by the applicant

To: District Officer (_____)

I _____ (*Name in block letters*), would like to apply for an advance payment of the Operating Expenses Reimbursement (OER) of an amount of \$ _____ (up to a maximum of the sum of two months of my OER entitlement at the time I apply).

I have read the prevailing Guidelines on the Remuneration Package for Members of the District Councils of the HKSAR (the Guideline). I hereby undertake that:

- (1) The OER advanced to me will be wholly and exclusively used for meeting operating expenses;
- (2) If the advance payment given is found to exceed requirement, DC secretariat may request for my explanation. If the explanation is not acceptable, I shall refund the excess amount to the Government of the HKSAR (the Government) as soon as possible;
- (3) I shall apply as soon as possible within the designated period for reimbursement of OER (i.e. within one month after cessation of office)/Winding-up Expenses Reimbursement (WER) (i.e. within three months after cessation of office) to offset the advance payment in accordance with the rules and principles set out in the Guidelines. If no application for reimbursement is submitted or the reimbursable amount is insufficient to fully offset the advance payment, I shall refund any unspent balance of the advance payment¹ to the Government as soon as possible;
- (4) If I leave office before the expiry of my term, I shall refund the unspent balance of the advance payment in full to the Government on or before my last day of office, or apply for the OER/WER to offset the advance payment (if eligible);
- (5) I understand that, if I fail to refund the unspent balance of the advance payment to the Government by the date specified as requested, the Government has the right to deduct the amount from my honorarium, allowances, various expenses reimbursements and/or end-of-term gratuity that have not yet been paid to me without further notice until the unspent balance of the advance payment is fully offset;

¹ The unspent balance refers to the amount of advance payment approved discounting the amount claimed and the amount refunded.

- (6) I understand that, if deduction from my honorarium, allowances, various expenses reimbursements or end-of-term gratuity that have not yet been paid to me as mentioned above is not practicable, the Government will issue a demand note to me for settlement of the amount due. I shall refund the amount owed to the Government as soon as possible. I also understand that if I ignore the demand note or default on the payment, the Government may recover the amount as a civil debt;
- (7) If I continue my membership in the next term(s), this amount received in advance will continue to serve as the advance payment for my new term of office or until the last day of my tenure of office, unless instructed otherwise by me;
- (8) I understand that the DC secretariat has the right to reject my application for advance payment or demand an immediate refund of any advance payment already made to me at any time it considers necessary having regard to specific circumstances (e.g. a breach of the Guidelines). I shall refund the amount concerned to the Government immediately as required. Please deposit the advance payment to my personal bank account as per the bank account details provided in the form attached².
- (9) I undertake to abide by all the requirements stipulated in the prevailing Guidelines.
- (10) I understand that the purposes of use of personal data as follows:
 - (a) the personal data provided in this form will be used exclusively for vetting and processing the claims of expenses reimbursements/allowances;
 - (b) the personal data provided in this form may be disclosed to other parties for the purposes mentioned in paragraph 10(a) above;
 - (c) it is mandatory for me to provide the personal data required in this form. Failure to provide such information may result in the inability to process the application for the advance payment;
 - (d) I have a right of access and correction with respect to personal data as provided for under the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of my personal data provided in this form;

² If the DC member prefers to receive his honorarium and advance payment of the OER through the same bank account, the form to provide the bank account details need not be attached.

- (e) enquiries concerning the personal data collected by means of this form, including the making of access and correction, should be addressed to:

(Designation of responsible officer)

District Office

(Telephone No.)

Signature : _____

Date : _____

I certify that the application for advance payment of OER has been checked and found to be in order. The amount of advance payable to the DC member is \$ _____ (to be filled by the DC secretariat).

(_____) SEO(DC) _____
Name and Signature Designation Date

_____ **District**

**Declaration Form for Expenses Incurred for
Discharging DC Functions and Duties but Not Reimbursed
to Members of District Councils of the HKSAR**

Section I : To be completed by the applicant

1. Name (in block letters) : _____
2. Address of ward office : _____

3. I hereby certify that the following expenses not reimbursed were incurred for my discharge of DC functions and duties and relevant payment was made from _____ (DD/MM/YYYY) to _____ (DD/MM/YYYY).
4. Details of expenditure (with certified receipts¹ attached) are as follows:

Item	Amount Claimed (\$)
(I) Ward office expenses	
(a) rentals	
(b) management fees	
(c) rates and Government rent	
(d) expenses for office insurance	
(e) utility charges (including charges for electricity, tap water supplies and sewage)	
(f) stamp duty for tenancy agreements	
(g) legal fees associated with tenancy agreements (such as solicitors' fees, and/or search fees)	
(h) cleaning service charges	
(i) agency fees for leasing member's ward office	

¹ In case personal data (such as Hong Kong identity card numbers, bank account numbers, credit card numbers, private telephone numbers and home addresses) appear on supporting documents and they are not intended to be made available to the public, DC members should provide, in addition to the original copy, a photocopy of the supporting documents with such data blocked out.

Item	Amount Claimed (\$)
(II) Expenses on employment of staff	
(a) staff salary	
(b) medical benefits	
(c) insurance payments	
(d) Mandatory Provident Fund contributions	
(e) statutory payment under labour laws	
(f) recruitment expenses	
(g) training expenses for DC member's staff	
(III) Audit fees	
(IV) Printing expenses	
(V) Publicity expenses for promoting DC member's role and duties for the purpose of discharging DC functions and duties	
(VI) Communication charges	
(VII) Office renovation cost ²	
(VIII) Other expenses associated with the setting-up of ward office ²	
(IX) Maintenance and repair fees of capitalised items ²	
(X) Expenses for computer and mobile software or applications	
(XI) Reasonable compensation to the landlord of ward office ²	
(XII) Expenses on re-instatement of office premises ²	
(XIII) Other legitimate expenses during the winding-up period	
Total of (I) to (XIII):	

² Expenses involving capital expenditure are not salary tax deductible.

5. I confirm that the above expenses comply in all respects with the prevailing Guidelines on the Remuneration Package for Members of the District Councils of the HKSAR and do not in any way duplicate with those expenses reimbursed from the DC secretariat or elsewhere.
6. I understand that the purposes of use of personal data as follows:
- (a) The personal data provided in this form will only be used for the purpose of reviewing and processing applications related to the “Certificate on Operating Expenses Substantiated but Not Reimbursed under the Allowances and Expenses Reimbursement System”;
 - (b) The personal data provided in this form may be disclosed to other parties for the purposes mentioned in paragraph 6(a) above;
 - (c) It is mandatory for me to provide the personal data required in this form. Be there a failure to provide such information, the application for the “Certificate on Operating Expenses Substantiated but Not Reimbursed under the Allowances and Expenses Reimbursement System” could not be proceeded;
 - (d) I have a right of access and correction with respect to the personal data as provided for under the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of my personal data provided in this form; and
 - (e) enquiries concerning the personal data collected by means of this form, including the making of access and correction, should be addressed to:

(Designation of responsible officer)

_____ District Office

(Telephone No.)

Signature: _____

Date : _____

Definition of “Relative”

“Relative” means:

- (a) spouse¹;
- (b) fiancé or fiancée;
- (c) parent²;
- (d) spouse’s parent;
- (e) grandparent or great-grandparent;
- (f) spouse’s grandparent or spouse’s great-grandparent;
- (g) child³, ward of court, or his/her spouse;
- (h) spouse’s child, spouse’s ward of court, or his/her spouse;
- (i) grandchild, or his/her spouse;
- (j) brother⁴, sister⁵, or his/her spouse;
- (k) brother’s child, sister’s child, or his/her spouse;
- (l) spouse’s brother, spouse’s sister, or his/her spouse;
- (m) parent’s brother, parent’s sister, or his/her spouse;
- (n) parent’s brother’s child, parent’s sister’s child, or his/her spouse;
- (o) brother-in-law’s child, sister-in-law’s child, or his/her spouse

¹ A “spouse” also includes a concubine, or de facto any person with whom the DC member is living in a regular union as if man and wife.

² A “parent” also includes a step-parent or lawful guardian.

³ A “child” also includes an adopted child or a step-child.

⁴ A “brother” also includes a half-brother or a step-brother.

⁵ A “sister” also includes a half-sister or a step-sister.

**Expenditure Items Covered by
Operating Expenses Reimbursement (“OER”)**

1. Ward office expenses

- rentals, management fees, rates and Government rent, expenses for office insurance, utility charges (including charges for electricity, water and sewage), stamp duty for tenancy agreements, legal fees associated with tenancy agreements (such as solicitors’ fees and/or search fees), cleaning service charges, and agency fees relevant to leasing premises for ward offices.

2. Expenses on employment of staff

- staff remuneration, medical benefits, insurance payments, statutory MPF contributions, statutory payments under labour laws, recruitment expenses, and training expenses for the DC members’ staff (for providing staff with basic training to assist DC members in the day-to-day operation of the ward offices. The duration of the course should, in principle, not exceed six months or a half of the duration of the employment contract of the staff concerned, whichever is shorter).

3. Audit fees

4. Printing expenses

- e.g. expenses for printing of newsletters, work reports and name cards (including expenses for design and delivery service), and purchase of paper and toner cartridges for photocopier and printer (only applicable to equipment procured with accountable allowances/expenses reimbursements). The list of claimable items is available at **Appendix 5**.

5. Publicity expenses for promoting Government policies, DC members’ role and duties for the purpose of discharging DC functions and duties

- e.g. expenses for design, production and delivery of publicity items required for discharging DC functions and duties. The list of claimable items is available at **Appendix 5**.

6. Communication charges

- e.g. expenses incurred for the purpose of discharging DC functions and duties for postage, express delivery service, internet services (including local mobile internet services), design and maintenance of electronic media (including the DC members’ website, mobile applications, content platform and social media), fax lines, telephone lines, mobile Subscriber Identification Module (‘SIM’) cards, fixed line telephone, mobile phone services (including local mobile data, voice and short message services), instant communication software (e.g., WhatsApp Messenger) and fax services (including expenses on toner cartridges for facsimile machines), roaming and international call charges, as well as local mobile phone services (including local data, voice services and short messages) and pager services for staff

of DC member's ward offices (only for staff employed and equipment items procured with accountable allowances/expenses reimbursements)

7. Equipment and furniture items

- e.g. expenses for purchasing computer and mobile phones, renting photocopiers and delivery of capitalised items to be returned to the respective DC secretariat concerned. The list of other claimable items and approved quota is available at **Appendix 3**

8. Expenses for repair and maintenance of equipment and furniture items

- applicable to equipment and furniture items purchased with the OER, SER, or the Operating Expenses Allowance and the Information Technology and Other Support Grant available before January 2008

9. Expenses for computer and mobile software or applications

- expenses for subscription/purchase of software and application (note: the approved quota are detailed at **Appendix 3**), expenses for data storage in Cloud services, data deletion and anti-virus applications for mobile phones

Note: This list is for reference only. It is not exhaustive and will be reviewed from time to time. All expenses incurred must be wholly and necessarily for discharging DC functions and duties.

Appendix 3

List and Quota of Reimbursable Equipment and Furniture Items

Equipment and Furniture Items (and/or its accessories)	Quantity limit
(1) Furniture	
<ul style="list-style-type: none">• Desk, folding table or work bench	No quota limit
<ul style="list-style-type: none">• Chair	
<ul style="list-style-type: none">• Screen panel/partition	
<ul style="list-style-type: none">• Curtain	
<ul style="list-style-type: none">• Ladder	
<ul style="list-style-type: none">• Mirror	
<ul style="list-style-type: none">• Outdoor lamp	
<ul style="list-style-type: none">• Air curtain	Not more than one for each ward office
<ul style="list-style-type: none">• Conference table	
<ul style="list-style-type: none">• Projector screen	
<ul style="list-style-type: none">• Air-conditioner	Not more than three for each ward office
<ul style="list-style-type: none">• Sofa and cushion	
<ul style="list-style-type: none">• Computer table and rack	Not more than two sets for each DC member and each staff, plus an extra set for each ward office
<ul style="list-style-type: none">• File cabinet	Not more than five for each DC member and each staff plus extra quota of five for each ward office
(2) Small Appliance	
<ul style="list-style-type: none">• Disinfectant dispenser	No quota limit
<ul style="list-style-type: none">• Water dispenser/kettle/ distilled water dispenser	
<ul style="list-style-type: none">• Electric fan	
<ul style="list-style-type: none">• Ventilation/exhaust fan	
<ul style="list-style-type: none">• Air purifier	Not more than one for each ward office
<ul style="list-style-type: none">• Dehumidifier	
<ul style="list-style-type: none">• Water purifier	
<ul style="list-style-type: none">• Heater	
<ul style="list-style-type: none">• Microwave oven	
<ul style="list-style-type: none">• Steamer	
<ul style="list-style-type: none">• Refrigerator	
<ul style="list-style-type: none">• Vacuum cleaner	

Equipment and Furniture Items (and/or its accessories)	Quantity limit
(3) Stationery	
<ul style="list-style-type: none"> • Calculator • Cheque writer • Document binder • Folding machine • Franking machine • Heavy duty stapler • Laminator • Paper trimmer • Electric time recorder/ • attendance logging device • Typewriter • Loudhailer • White board 	No quota limit
<ul style="list-style-type: none"> • Document duplicator or speed printing machine • Photocopying machine and accessories <ul style="list-style-type: none"> - paper feeder - document sorter • Overhead projector • Paper shredder • Safe 	Not more than one for each ward office
<ul style="list-style-type: none"> • Scanner and accessories (such as connecting cables) 	Not more than two for each ward office
(4) Communication supplies	
<ul style="list-style-type: none"> • Pager • Walkie-talkie 	No quota limit
<ul style="list-style-type: none"> • Fixed line telephone set with telephone line installation • Mobile phone (including one set of backup battery and accessories¹) 	Not more than one set for each DC member and each staff, plus extra quota of five sets for each ward office
<ul style="list-style-type: none"> • Answering machine • Facsimile machine 	Not more than two for each DC member, plus extra quota of two for each ward office

¹ A list of common "Computer components and mobile phone related items" and accessories is provided in **Annex I**.

Equipment and Furniture Items (and/or its accessories)	Quantity limit
(5) Security equipment	
<ul style="list-style-type: none"> • CCTV • Electronic display board • Electronic door lock • Security alarm system 	Not more than one for each ward office
(6) Computer and audio-visual equipment	
<ul style="list-style-type: none"> • Computer server and related accessories • Slide projector/projector • Audio system with microphone and loudspeaker • Video conferencing equipment (including ancillary video cameras and other accessories) 	Not more than one for each ward office
<ul style="list-style-type: none"> • Television set (including HDTV receiver) and accessories (such as connecting cables) • VCD or DVD player and accessories (such as connecting cables) • Audio-visual equipment • Video cassette recorder and accessories (such as connecting cables) • Camera (including one set of backup battery, memory card and other accessories) 	Not more than two for each ward office
<ul style="list-style-type: none"> • Hand-held video camera (including one set of backup battery and accessories) • Drone camera² (including one set of backup battery and accessories) 	Not more than one for each DC member
<ul style="list-style-type: none"> • Desktop computer/ notebook computer/ tablet computer (including one set of various accessories such as backup battery, external hard disk) and printer 	Not more than two sets for each DC member and each staff, plus an extra set for each ward office

² When making the claim for the expenses of purchasing a drone camera, DC members should provide justifications for the use of the drone camera and declare that the expenses incurred are reasonable, and solely and necessary for discharging DC functions and duties. For safeguarding public safety and protection of personal data, DC members are reminded to observe applicable laws and regulations, for example, the Air Navigation (Hong Kong) Order 1995 (Cap. 448C), the Small Unmanned Aircraft Order (Cap. 448G) the Personal Data (Privacy) Ordinance (Cap. 486), the “Safety in Radio-Controlled Model Aircraft Flying” published by the Civil Aviation Department and the “Guidance on CCTV Surveillance and Use of Drones” issued by the Office of the Privacy Commissioner for Personal Data.

Equipment and Furniture Items (and/or its accessories)	Quantity limit
<ul style="list-style-type: none"> • Software or application (including those installed to computer or mobile phone not purchased with accountable allowances/ expenses reimbursements. Please refer to Annex II for the handling. 	<p style="text-align: center;">Not more than six for each desktop computer/notebook computer/tablet computer/mobile phone</p>
(7) Others	
<ul style="list-style-type: none"> • First aid kit • Signboard located at the ward office (including expenses for mounting and/or removing of signboard) 	<p style="text-align: center;">No quota limit</p>
<ul style="list-style-type: none"> • Fire extinguisher 	<p style="text-align: center;">As regulated by law</p>

Note: Backup battery can be replaced by portable charger.

Annex I to Appendix 3

List of common “Computer components and mobile phone related items” and accessories:

Computer components

1. Desktop computer and related accessories (such as keyboard and mouse)
2. Notebook computer and related accessories (such as backup battery)
3. Tablet computer and related accessories (such as external keyboard)
4. Computer server and related accessories
5. Computer monitor and related accessories (such as video cables)
6. Scanner and related accessories
7. Printers and related accessories
8. External hard disk
9. USB / card reader
10. External disc burner
11. Router

Mobile phone

1. Mobile phone and related accessories (such as battery, charger, protective patch and earphones)

Note: This list is for reference only. It is not exhaustive and will be reviewed from time to time. All expenditures must be incurred solely for discharging the functions and duties of the District Council.

Annex II to Appendix 3

Processing method for software or applications:

1. By what means was it purchased?	2. Installed in what device?	3. How should it be handled?		
Purchase by one-off payment (i.e. purchasing by buying it out)	→	Devices purchased by DC member using their own funds, without drawing accountable allowances or expenses reimbursement.	→	The DC member is required to buy back ³ the software or application.
	→	Devices purchased with accountable allowances or expenses reimbursement	→	The DC member is not required to buy back the software or application separately.
	→		→	The DC member is required to return the software or application along with the device.
Purchase by subscription	→	Devices purchased by DC member using their own funds, without drawing accountable allowances or expenses reimbursement.	→	The DC member is required to refund the subscription fees reimbursed for the period beyond their term of office.
	→	Devices purchased with accountable allowances or expenses reimbursement	→	
	→		→	The DC member is not required to refund the subscription fees already reimbursed for the period beyond their term of office.

³ Para. 122 of the prevailing “Guidelines on Remuneration Package for Members of the District Councils of the HKSAR” states the calculation for “depreciated price” and para. 123 states the calculation for “buy back price”.

Code of Conduct for Staff Employed by District Council Members

Purpose

This Code aims to set out the standard behaviour expected of District Council (“DC”) members’ staff, including upholding the staff’s high standard of conduct when discharging duties and handling situations in respect of potential conflict of interest and confidential information. The basic and specific requirements set out in this Code are not exhaustive and will be reviewed from time to time.

Compliance with this Code

2. It is the personal responsibility of every staff member to understand and comply with this Code, and should perform their duties with care and diligence in accordance with the procedures and instructions prescribed by his employer. This Code applies to full-time, part-time, temporary staff and volunteers of DC members.

Conduct and Behaviour

Abidance by the Law and Integrity

3. It is imperative that DC members’ staff must abide by all Hong Kong laws (including “The Law of the People’s Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region” (“Hong Kong National Security Law”) and other Hong Kong’s laws related to safeguarding national security (“other applicable laws”)), regulations and by-laws, and are committed to the cardinal principles of honesty and integrity. They must always pay attention to their words and deeds that their conduct and public behaviour would not discredit DCs and the DC member(s) they serve. They must also ensure that they do not engage in acts or activities that cause the occurrence of or constitute, or likely to cause the occurrence of or constitute any offences endangering national security or detrimental to national security. In particular, they should adhere to the principles of fairness, transparency and accountability and must remain prudent and sensitive in assessing any national security risks or issues that may arise when procuring goods and services with the Operating Expenses Reimbursement, Miscellaneous Expenses Allowance (rental/staff salary), Medical Allowance, Setting-up Expenses Reimbursement, Winding-up Expenses Reimbursement and other public resources (e.g. Community Involvement Funds). If staff discover any of the following situations, they must notify the DC member immediately:

- (a) The tender or its staff, agents or subcontractors engage in acts or activities which cause the occurrence of or constitute, or is likely to cause the occurrence of or constitute any offences endangering national security under the National Security Law or any other applicable laws, or any other acts or activities detrimental to national security;
- (b) The contractor or supplier, or its staff, agents or subcontractors, engage in acts or activities which cause the occurrence of or constitutes, or is likely to cause the occurrence of or constitute any offences endangering national security under the National Security Law or any other applicable laws, or any other acts or activities detrimental to national security.

Misuse of official position

4. DC members' staff should not misuse their official position for personal gain. Examples include favouring one's relatives or friends in a recruitment process, or leaking information and giving undue favour to a particular supplier during a procurement process. Such behaviours may not be in compliance with the law and may lead to prosecution.

Acceptance and Offering of Advantages / Entertainment

5. The definitions of "advantage" and "entertainment" under the Prevention of Bribery Ordinance (Cap. 201) are set out in **Annex I**.

Advantage

6. DC members' staff shall not solicit, accept or offer any advantage in connection with the official dealings with the member's office ("MO"). Under section 9 of the Prevention of Bribery Ordinance (Cap. 201) ("PBO"), an employee of an organisation who solicits or accepts any advantage in connection with his handling of his employer's affairs or business without permission of the employer shall be guilty of an offence. The offeror of the advantage is also guilty of an offence. The term "advantage" is defined in the PBO. It includes almost anything of value such as money, gift, commission, loan, fee, reward, position, employment, contract, service or favour, but "entertainment" is excluded.

7. Gifts and free services are also a type of "advantage". DC members' staff should decline the offer of such if the acceptance could affect their objectivity in conducting the business of the MO or lead to complaints of bias or impropriety. A staff may only consider accepting advantage under the condition that it does not affect the performance of his duties, does not cause the staff to feel that he or she has to give preferential treatment or convenience to the person providing the advantage in official matters in return, and allows the employee to speak openly about accepting the advantage without reservation.

8. If an employee receives an advantage (such as a gift or souvenir) due to his or her official duties or his attendance in an occasion in an official capacity, it will be regarded as an advantage given to the employer, regardless of whether they intend to keep the item, they should use the form in **Annex II** to report it to their employer and seek for approval on how to handle the gift or souvenir received. Suggested ways to handle gifts or souvenirs are as follows:

- (a) If the gift/souvenir is of a value higher than HK\$500, it may be donated as a prize in activities related to discharging DC functions and duties;
- (b) If the gift/souvenir is a personal item of a value lower than HK\$1,000, such as a plaque or pen inscribed with the name of the DC member / DC member's staff, the DC member / DC member's staff can keep it for his own use;
- (c) If the gift/souvenir is distributed to all participants at a public event, the DC member / DC member's staff can keep it for his own use;
- (d) If the gift/souvenir is of a perishable nature (e.g. food or drink), it may be shared among

staff of the office or participants of the related activity. If the gift/souvenir is suitable for display (e.g. painting, vase, etc.), it may be displayed at the DC member's ward office, or forwarded to the DC secretariat for display in the DC conference room or other appropriate places in the office.

9. Staff are prohibited from providing benefits to any individual or organisation, whether directly or indirectly through a third party, in order to influence the decisions of the individual or organisation concerned in any official matter. Staff are also prohibited from offering advantages, whether directly or indirectly through a third party, to any public officer employed by the Government or any public bodies in any dealings. Even if the offered advantages are without improper motives or influence, staff should ensure, before providing the advantages, that the intended recipient has obtained permission from their employer or principal to accept the advantages.

Entertainment

10. DC members' staff should avoid acceptance of lavish and frequent entertainment from persons with whom the MO has official dealings. DC members' staff should decline invitations from persons include, but are not limited to, the media, members of the public, suppliers or any other persons who might cause the DC members' staff not to maintain impartiality, or induce the DC members' staff to act in a manner that is detrimental to the interests of the DC, or may lead to any questions or complaints against DC members' staff that their actions are biased or improper.

Conflict of Interest

11. Situations which give rise to DC members or their staff being perceived to have benefited themselves or a closely related party should be avoided.

12. DC members' staff should not use their official position or any information made available to them in the course of performing their duties, to seek their private interests or provide preferential treatment to any individuals or organisations. They should also refrain from seeking confidential or privileged information/documents for private or personal interests.

13. For the purposes of this Code, a conflict of interest arises where the "private interests" of a staff member compete or conflict with the interests of the public at large or the staff member's official duties. "Private interests" include the financial and other interests of the staff member himself; his family or other relatives; his personal friends; the clubs and associations to which he belongs; any other groups of people with whom he has personal or social ties; or any person to whom he owes a favour or is obligated in any way. There are circumstances in which a tie of kinship or friendship, or some other association or loyalty which does not give rise to a financial interest, can influence the judgement of the staff member in discharging his official duties, or may reasonably be perceived as having such an influence. A staff member's duty to declare a conflict of interest therefore goes beyond the disclosure of interests that are definable in pecuniary terms.

Handling of conflict of interest situations

14. DC members' staff should ensure the business conducted by the MO is conducted in

an open, impartial, reasonable and acceptable manner. DC members' staff should avoid conflict of interest situations. But when such situations do happen, DC members' staff should declare in writing and resolve in favour of the public interest. The written declarations should be properly kept by the DC members concerned. They should be presented to the respective DC secretariat or other authorities for inspection upon request.

15. DC members' staff must give special attention to procurement of goods and services, staff recruitment as well as delivery of the MOs' services. For example, a conflict of interest situation may arise if a staff member takes part in the selection of suppliers, where one of the bidders under consideration is his family member, relative or personal friend. When there is perceived or actual conflict of interest, the staff member should abstain from dealing with the matter in question and report the situation to the DC members concerned for consideration. For instance, the DC members concerned may decide to deal with the matter themselves or reassign the task to another staff member.

Handling of Assets and Resources

16. DC members' staff who have access to assets acquired with public funds and resources obtained through their official capacity should ensure that they are only used for the intended purpose of performing DC functions and duties. Misappropriation of such properties for personal gain, such as personal use or unauthorised resale, is prohibited.

17. There should be a clear separation between assets and resources for private business and those for the MO. Intermingling of such assets and resources should be avoided.

Handling of Confidential Information

Use of (privileged) information

18. DC members' staff should not make use of, for their own benefit, information that is obtained in connection with their duties in the MO, especially when dealing with information not generally available to the public. When DC members' staff discharge duties, they should only ask for information required for carrying out their official duties and should not seek information for private use or personal interest.

Safekeeping of confidential information

19. DC members' staff who have access to or are in control of confidential information should at all times ensure that such information is properly safeguarded to avoid the misuse or abuse of it. Disclosing confidential information without authorisation from the DC members concerned or disclosing it in return for monetary awards is strictly prohibited. Moreover, DC members' staff should observe the requirements in Personal Data (Privacy) Ordinance (Cap. 486) to avoid unauthorised disclosure of any personal data.

Other Employment

20. DC members' staff should avoid other employment which has a conflict of interest with their role in the MO. Full-time staff (who normally work not less than 30 hours a week) who wish to take up paid outside work, whether on a part-time or temporary basis, should seek the approval of the DC members concerned.

False Claims

21. As public money is involved in reimbursement claims, DC members' staff must ensure that reimbursements are claimed in an accountable manner. DC members' staff should ensure that all submitted records, receipts, accounts, or other documents accurately reflect the events or business transactions they represent. If DC members' staff deliberately use documents containing false information to deceive or mislead their employers, regardless of whether they receive any benefits or advantages, they may potentially violate the Prevention of Bribery Ordinance (Cap. 201).

Reporting of cases

22. Any person who is aware of any related personnel's non-compliance of this Code should report to the DC member concerned. Suspected corruption cases should be reported to the Independent Commission Against Corruption promptly in confidence. Offences should be reported to the appropriate law enforcement agencies.

Home Affairs Department
January 2024 version

Annex I to Appendix 4

Interpretation of “Advantage” and “Entertainment”

[Extracted from section 2 of the Prevention of Bribery Ordinance (Cap. 201)]

“Advantage” means:

- (a) any gift, loan, fee, reward or commission consisting of money or of any valuable security or of other property or interest in property of any description;
- (b) any office, employment or contract;
- (c) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- (d) any other service, or favour (other than entertainment), including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted;
- (e) the exercise or forbearance from the exercise of any right or any power or duty; and
- (f) any offer, undertaking or promise, whether conditional or unconditional, of any advantage within the meaning of any of the preceding paragraphs (a), (b), (c), (d) and (e),

but does not include an election donation within the meaning of the Elections (Corrupt and Illegal Conduct) Ordinance (Cap. 554), particulars of which are included in an election return in accordance with that Ordinance.

“Entertainment” means the provision of food or drink, for consumption on the occasion when it is provided, and of any other entertainment connected with, or provided at the same time as, such provisions.

Annex II to Appendix 4

(Sample)

**Report on Gifts Presented to District Council Member's Staff
in His/Her Official Capacity**

To : _____(DC Member/District Council)

Part I (To be completed by the recipient)

I wish to report the following gift(s) presented to me in my official capacity on the following occasion (please specify the name and date of event):

Details of gift(s) presented:

Gift	Estimated value (\$)	Offeror
(a)		
(b)		
(c)		

Additional information (if any):

The following disposal method(s) is/are recommended:

- Gift item(s) _____ to be returned to the offeror.
- Gift item(s) _____ to be retained by the recipient for personal use.
- Gift item(s) _____ to be shared amongst the recipient and the staff in the DC member's office/* _____.
- Gift item(s) _____ to be displayed in the office of the DC member served by the recipient/* _____.
- Gift item(s) _____ to be donated to an outside organisation (name: _____).
- Gift item(s) _____ to be donated as a prize(s) in activities organised by the DC member's ward office where the recipient serves, or as a prize(s) in activities for discharging DC functions and duties.

Name of recipient: _____ Signature: _____

Post: _____ Date: _____

Part II (To be completed by the District Council Member)

- The recommendation is approved.
- The recommendation is not approved. The gift should be _____.

Name of DC Member: _____

Date: _____ Signature: _____

- Tick as appropriate
- * Delete as appropriate

Appendix 5

List of Printing and Publicity Items

1. Signboards and light boxes located at the entrances of ward office and within the constituency to publicise the address, opening hours, telephone number, fax number, email address, social media accounts, etc. of the ward office, as well as related installation and/or removal costs;
2. Electronic promotional materials (including social media advertisements, content sharing platforms), leaflets, placards, banners, hoardings, posters, easy-mount frames as well as related installation and/or removal costs etc. for carrying out DC functions and duties;
3. Work reports, newsletters, or advertisements on newspapers, minibuses or buses (the designated routes must cover the constituency of the DC member concerned) and the social media (texts/images) about the work of a DC member in serving the local residents;
4. Display boards or exhibition boards for promotion of DC business;
5. Items for promoting the activities organised by the ward office, e.g. calendars, health record cards, eco-friendly shopping bags, or souvenirs with information of DC and DC members printed on (only souvenirs with little or no re-saleable value); and
6. Red packet envelopes and spring festival couplets for Chinese New Year, etc. for distribution to the public.

Note: All expenses must be wholly and necessarily incurred for discharging DC functions and duties. A DC member should comply with the prevailing Guidelines on the Remuneration Package for Members of the District Councils of the HKSAR on all clauses on printing and publicity items in order to claim reimbursement of the expenses incurred.

“Guidelines on the Use of Regional Emblem by District Council Members”

In accordance with the stipulations made by the Chief Executive, the Regional Emblem of the Hong Kong Special Administrative Region (HKSAR) or its design shall not be used in connection with any trade, calling or profession, or the logo, seal or badge of any non-governmental organisations, except with the prior approval of the Director of Administration.

The Director of Administration has agreed in principle to the use of the Regional Emblem on the name cards, letterheads and envelopes of a District Council (DC) member for discharging DC functions and duties. A DC member must comply with the statutory requirements under the Regional Flag and Regional Emblem Ordinance and the following conditions in using the Regional Emblem:

1. A DC member may only use the Regional Emblem on his name cards, letterheads and envelopes for the discharge of DC functions and duties. If the Regional Emblem is to be used on other items, a fresh application to the Director of Administration is required.
2. When using name cards, letterheads or envelopes with the Regional Emblem, a DC member shall ensure that the item bears also the name and the logo of the DC concerned. The Regional Emblem must be placed at a more prominent position and the size of which must not be smaller than the DC logo. Samples of recommended design are provided at the Annex. Other than the logo of the DC concerned, the Regional Emblem cannot be used with any other logos, seals or badges.
3. The colour and design of the Regional Emblem used must meet the specifications in Schedule 2 to the Regional Flag and Regional Emblem Ordinance.
4. The Regional Emblem or its design must not be displayed or used:
 - (a) in trademarks, registered designs or commercial advertisements; or
 - (b) on other occasions or at other places which the display or use of the Regional Emblem or its design is restricted or prohibited under a stipulation made by the Chief Executive.

According to the Regional Flag and Regional Emblem Ordinance, a person who, without lawful authority or reasonable excuse, displays or uses the Regional Emblem or the design of the Regional Emblem contrary to the above commits an offence.

5. A DC member should ensure proper use of the name cards, letterheads and envelopes with the Regional Emblem to avoid bringing the HKSAR into disrepute.


A DC member should comply with the above conditions when using name cards, letterheads and envelopes with the Regional Emblem. In case of any non-compliance, the Director of Administration may withdraw the approval granted for the use of the Regional Emblem. The DC member concerned may also be liable to prosecution under the relevant Ordinance.

Annex to Appendix 6


Layouts for Letterhead, Envelope and Name Card of District Council Members (for reference only)

Sample A

Letterhead

	中華人民共和國香港特別行政區 Hong Kong Special Administrative Region of the People's Republic of China	DC Logo
△△△區議會△△△ District Council [議員姓名]議員 [Name of DC member]		
[議員辦事處地址 Address of Ward Office] 電話 TEL: (852) nnnn nnnn 傳真 FAX: (852) nnnn nnnn 電子郵件 E-MAIL: ctm@a.com		

Name Card


	Hong Kong Special Administrative Region of the People's Republic of China	DC Logo
△△△ District Council [Name of DC member] Member		
[Address 1] [Address 2] TEL: (852) nnnn nnnn FAX: (852) nnnn nnnn E-MAIL: ctm@a.com		

(Front)

	中華人民共和國香港特別行政區	DC Logo
△△△區議會 [議員姓名]議員		
[地址 1] [地址 2] 電話: (852) nnnn nnnn 傳真: (852) nnnn nnnn 電子郵件: ctm@a.com		

(Back)

Envelope



	中華人民共和國香港特別行政區 Hong Kong Special Administrative Region of the People's Republic of China	DC Logo
△△△區議會△△△ District Council [議員姓名]議員 [Name of DC member]		
[議員辦事處地址] [Address of Ward Office]		

Sample B


Letterhead

	中華人民共和國香港特別行政區 Hong Kong Special Administrative Region of the People's Republic of China
	△△△區議會△△△ District Council [議員姓名]議員[Name of DC member]
[議員辦事處地址 Address of Ward Office] 電話 TEL: (852) nnnn nnnn 傳真 FAX: (852) nnnn nnnn 電子郵件 E-MAIL: ctm@a.com	

Name Card



	Hong Kong Special Administrative Region of the People's Republic of China
	△△△ District Council [Name of DC member] Member
[Address 1] [Address 2] TEL: (852) nnnn nnnn FAX: (852) nnnn nnnn E-MAIL: ctm@a.com	

(Front)

	中華人民共和國香港特別行政區
	△△△區議會 [議員姓名]議員
[地址 1] [地址 2] 電話: (852) nnnn nnnn 傳真: (852) nnnn nnnn 電子郵件: ctm@a.com	



(Back)

Envelope



	中華人民共和國香港特別行政區 Hong Kong Special Administrative Region of the People's Republic of China
	△△△區議會△△△ District Council [議員姓名]議員[Name of DC member]
[議員辦事處地址] [Address of Ward Office]	

Sample C



Letterhead

	中華人民共和國香港特別行政區 Councl Hong Kong Special Administrative Region of the People's Republic of China		△△△區議會△△△ District Council [議員姓名]議員 [Name of DC member]
[議員辦事處地址 Address of Ward Office] 電話 TEL: (852) nnnn nnnn 傳真 FAX: (852) nnnn nnnn 電子郵件 E-MAIL: ctm@a.com			

Name Card



	Hong Kong Special Administrative Region of the People's Republic of China		△△△ District Council
[Name of DC member] Member			
[Address 1] [Address 2] TEL: (852) nnnn nnnn FAX: (852) nnnn nnnn E-MAIL: ctm@a.com			

(Front)

	中華人民共和國香港特別行政區		△△△區議會
[議員姓名]議員			
[地址 1] [地址 2] 電話: (852) nnnn nnnn 傳真: (852) nnnn nnnn 電子郵件: ctm@a.com			

(Back)

Envelope

	中華人民共和國香港特別行政區 Hong Kong Special Administrative Region of the People's Republic of China		△△△區議會△△△ District Council [議員姓名]議員 [Name of DC member]
[議員辦事處地址] [Address of Ward Office]			

Appendix 7

List of Non-reimbursable Items

1. Refundable deposits
2. Penalties
3. Expenses incurred due to rectification of violations of the tenancy agreement or other relevant laws
4. Cooking utensils and appliances (other than items set out in **Appendix 3**)
5. Decorative items such as paintings, photo frames, flowers, etc.
6. Greeting cards, Christmas cards, etc.
7. Sponsorship
8. Entertainment expenses (including food and beverage)
9. Travelling expenses
10. Life insurance plan, accident insurance plan and hospital cash insurance plan, etc. for the DC member himself
11. Remuneration, allowances and benefits for the DC member himself
12. Training expenses for the DC member himself
13. Expenses not related to DC functions and duties
14. Expenses incurred for engaging in acts or activities which cause the occurrence of or constitute, or are likely to cause the occurrence of or constitute any offences endangering national security or in acts or activities that are detrimental to national security

Note: This list is for reference only. It is not exhaustive and will be reviewed from time to time. All expenses incurred must be wholly and necessarily for discharging DC functions and duties.

Template 1

_____ District

**Declaration of Office Rental
by Members of District Councils of the HKSAR**

I, _____ (Name), currently residing at _____
_____ (Address) hereby solemnly
and sincerely declare that:

Owing to _____(reason), I was unable to submit the certified true copy of the tenancy agreement to the District Council (DC) secretariat within one month after the tenancy agreement was reached. I am currently applying for the amount already paid to be used for *(i) renting a ward office; *(ii) and other expenses related to the ward office, such as management fees, rates, and Government rent, etc.. I promise to make arrangements as soon as possible to submit the certified true copy of the tenancy agreement to the _____ DC secretariat.

I solemnly make this declaration in accordance with the Oaths and Declarations Ordinance (Cap. 11) and believe it to be true and accurate.

(Signature)

This declaration is made on _____ (Date) in the Hong Kong Special Administrative Region.

Before me,

Justice of Peace/Notary Public/Commissioner for Oaths*: _____
(Signature and Title)

**Please delete as appropriate*

_____ District

**Declaration for Hiring Staff
by Members of District Councils of the HKSAR**

I, _____ (Name of DC member), declare that _____ (Name in English) _____ (Name in Chinese) (HKID Card No. _____), who is employed as my full-time/part-time* staff, is/is not* my relative. The selection process for his employment is as follows (please select):

Open recruitment, and the recruitment advertisement (if any) will be separately submitted to DC secretariat for record purpose.

Non-open recruitment, and the recruitment method and reasons are as follows:

I confirm that the above-mentioned staff has not engaged and is not engaging in any acts or activities that cause the occurrence of or constitute, or is likely to cause the occurrence of or constitute any offences endangering national security, or in any other acts or activities that are detrimental to national security.

I understand that it is an offence to furnish false information. I confirm that I have verified the accuracy of the information above before signing this form.

I understand that:

1. If the above-mentioned staff is my relative, I shall not claim Operating Expenses Reimbursement (OER) or Miscellaneous Expenses Allowance (MEA) (rental/staff salary) for any expenses in respect of that staff.
2. If the above-mentioned staff has engaged in/is engaging in any acts or activities which causes the occurrence of or constitute, or are likely to cause the occurrence of or constitute any offences endangering national security, or in any other acts or activities that are detrimental to national security, I shall not claim OER or MEA (rental/staff salary) for any expenses in respect of that staff.
3. The personal data provided in this form (including mine and the staff's) will be used exclusively for the purpose of vetting and processing the application for expenses reimbursement or allowances.
4. The personal data provided in this form (including mine and the staff's) may be disclosed to other parties for the purposes mentioned in paragraph 1 above.

5. The staff and I have a right of access and correction with respect to the personal data as provided for under the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of my personal data and my staff's personal data provided in this form.
6. Enquiries concerning the personal data collected by means of this form, including the making of access and correction, should be addressed to:

(Designation of responsible officer)

_____ District Office

(Telephone No.)

7. I have informed the relevant staff about matters stated in paragraphs 1 to 6 above when providing his personal information.

** Please delete as appropriate.*

Signature: _____

Name: _____

Date: _____

Template 3

EMPLOYMENT CONTRACT ^{Note}

Acceptance of Offer of Appointment

I, _____ (Name in English) _____ (Name in Chinese)
(HKID Card No. _____), accept the appointment by _____
(Name of the DC member) to the post of ^full-time/part-time _____ to assist
him/her in the discharge of District Council (DC) related business with terms and conditions
as follows:

1. Job Title: _____
(For Job Description, please refer to Appendix [])
2. Contract commencement date: _____ (Date)
3. Probation Period: _____ months
4. Monthly Salary/Hourly Rate: HK\$ _____ per month /
HK\$ _____ per hour
5. Mandatory Provident Fund: Contributions from employer and employee must be made
in accordance with the provisions of the Mandatory
Provident Fund Schemes Ordinance (Cap. 485).
6. Working Hours:
 - i) Monday/ Tuesday/ Wednesday/ Thursday/ Friday: ^
_____ a.m. to _____ p.m. ^
Saturday/ Sunday: ^ _____ a.m. to _____ p.m. ^;
 - ii) _____ hours per week ^, or
 - iii) Work on an as-needed basis
7. Overtime:
 - i) Overtime is payable at the rate of HK\$_____ per
hour; ^
 - ii) Time-off in lieu of overtime allowance, subject to the
exigencies of the workload of the office; *or*
 - iii) No overtime compensation, except for working on rest
days, statutory holidays, or public holidays

and

 - A) Any overtime work performed on statutory holidays or
general holidays will be compensated with a full day
off in lieu, which must be taken within 60 days after
the respective statutory holiday or general holiday; and
 - B) Any overtime work performed on rest days will be
compensated with a full day off in lieu, which must be

taken within 30 days after the rest day (even if the rest day falls on a statutory holiday or general holiday); and

- C) Any hours worked during overtime work performed on rest days, statutory holidays, or general holidays in excess of the normal working hours of a regular workday,
- (a) will be no compensated, ^ or
 - (b) will be compensated either with overtime allowance as stated in section 7(i) above or with a day off in lieu on a one-to-one basis, subject to the exigencies of the workload of the office. ^

8. Double Pay:
- i) One month's basic salary, payable before the Chinese New Year ^;
 - ii) One month's basic salary, payable on the anniversary of every year's service ^; or
 - iii) None ^.

9. Bonus:
- i) Based on work performance and availability of funds, a discretionary bonus not more than _____ month's/months' basic salary may be awarded after completion of service for one year/half a year ^; *or*
 - ii) None ^.

10. Gratuity:
- i) Upon satisfactory completion of the contract on _____ (date), _____% of the basic salary earned during the service period will be payable ^; *or*
 - ii) None ^.

11. Annual Leave: _____ working days to be taken after one full year of service.

12. Medical Benefits:
- i) Medical insurance selected by the employer^;
 - ii) Medical insurance purchased by the employee with a monthly premium not exceeding HK\$ _____ ^;
 - iii) Not more than HK\$ _____ ^ a month, on the production of a registered medical practitioner's receipt; *or*
 - iv) None^.

Signature of Employee

Date

13. Termination of Employment: i) Subject to (iii) (if applicable), during the probation period, this employment may be terminated by giving _____ day's/days' notice or salary in lieu of notice^;
- ii) Subject to (iii) (if applicable), this employment may be terminated by giving _____ month's/months' notice or salary in lieu of notice^;
- iii) This employment will end^ _____ day(s)/week(s)/month (*period not exceeding one month*) after _____ (Name of DC member) ceases to be a member of the District Council^.
14. Adjustment of Salary: i) Depending on work performance^; *or*
- ii) With reference to the inflation-linked adjustment of DC members' OER within the contract period
15. Code of Conduct: Staff shall observe the "Code of Conduct for Staff Employed by District Council Members" as attached.
16. Confidentiality: All information pertaining to the operation and business of _____'s (Name of DC member) office that is in the employee's knowledge shall be kept confidential throughout and after his/her employment with _____ (Name of DC member).
17. Disclosure: It is agreed that a copy of this contract shall be deposited with the DC secretariat and made available for public inspection. The employee further agrees that all personal information contained in this contract or pertaining to this offer of appointment may be disclosed to the DC secretariat for claiming reimbursement and for public inspection.

I agree to employ the above-named person on the terms and conditions stated above, for supporting my work related to the business of the DC.

- * **The employee is also employed for my own business/by a party related to me (please see paragraph 51 of the prevailing "Guidelines on the Remuneration Package for Members of the District Councils of the HKSAR", and specify the relationship with and the name of the third party). The remuneration offered in this employment contract is based on the arrangement that not less than _____% of the employee's work and remuneration is related to my DC duties.**

Signature of DC Member

Date

Note DC members must adopt this template. DC members may determine the appropriate terms for their staff, bearing in mind the reimbursement ceilings and relevant provisions in the prevailing Guidelines on the Remuneration Package for Members of the District Councils of the HKSAR.

^ Please delete as appropriate.

* Paragraph to be excluded from the employment contract if inapplicable.

Template 4

Standard Salary Receipt for Hiring Staff

Salary Receipt Form

I, _____ (name), confirm that a salary of \$ _____ was received on _____ (date) for my service of _____ (month and year) as _____ (post) to assist _____ (name of District Council Member) in discharging District Council duties.

I understand that it is an offence to furnish false information and confirm that I have verified the accuracy of the information above before signing this form.

I agree that this form will be made available for public inspection upon request.

Staff Signature: _____

Date ^{Note:} _____

^{Note} The date of signing the receipt should not be earlier than the date of receiving salary as indicated on the receipt.

Template 5

_____ District

Inventory of Capitalised Items¹ for Members of District Councils of the HKSAR

Name of District Council Member (in block letters) : _____

Address of ward office: _____

I certify that the following capitalised items, acquired with the Operating Expenses Reimbursement, the Setting-up Expenses Reimbursement, or with the Operating Expenses Allowance and the Information Technology and Other Support Grant in the previous DC terms, are kept by me in the above ward office for discharging District Council (DC) functions and duties, or for discharging DC functions and duties and those of the Executive Council and/or Legislative Council concurrently:

No.	Description ² (including the brand, model, specifications and serial number)	Date of Acquisition	Quantity (a)	Purchase Price (\$) (b)	Total Amount (\$) (c) = (a) x (b)	Amount Claimed (\$) (d)	Photo Attached (Yes/No)	(if photo attached) Attachment No.	Newly purchased items since the last submission (Yes/No)
1									
2									
3									
4									
5									
6									
7									
8									
9									
Total									

Signature: _____

Name: _____

Date: _____

¹ DC member are required to submit the updated Inventory of Capitalised Items to the DC secretariat concerned at least once a year.

² Apart from a general description of the items purchased (e.g. camera or computer), DC members are also required to provide detailed information, including the brand, model, specifications and serial number.

_____ District

**Sample Letter for Early Repayment/Clearance of
Advance Operating Expenses Reimbursement
by Members of District Councils of the HKSAR**

Section I : To be completed by the applicant

To: District Officer ()

Date : _____

Dear Sir/Madam,

(a) Early Refund of Advance Operating Expenses Reimbursement (OER)

I enclose a cheque for \$ _____ to refund the amount of advance OER that I have received.

(b) Early Clearance of Advance OER

I enclose herewith an application for the OER/Miscellaneous Expenses Allowance (MEA) (rental/staff salary). The total amount for reimbursement under application is \$ _____. I understand that upon approval of this application, the full amount of the reimbursement will be offset by the advance OER that I have received. The remaining balance, if any, will be deposited into my personal bank account.

Yours faithfully,

(Signature)
(Name of DC member in block letters)

Note: Please put a ✓ in the appropriate box. The applicant may choose both (a) and (b). If (b) is chosen, please also submit a duly completed application form for reimbursement of the OER/MEA (rental/staff salary) with the relevant certified receipts and supporting documents.

Section II : For DC secretariat's use only

District: _____ File Ref.: _____

User Code: _____ Creditor Ref. No.: _____
(Taxable)

Accumulated amount of advance payment of OER applied (as at Date _____)	\$ _____	(A)
Amount of advance payment of OER refunded/reimbursed (as at Date _____)	\$ _____	(B)
Remaining amount of advance payment of OER applied (as at Date _____)	\$ _____	(A) - (B)

_____ District

**Letter for Claiming Monthly Honorarium
by Members of District Councils of the HKSAR**

District Officer (_____)

Date: _____

Dear Sir/Madam,

Claim for Payment of Monthly Honorarium

I should be grateful if you would arrange to pay to me the monthly honorarium according to the prevailing rates and deposit the amount into my personal bank account provided in the form attached starting from _____ (Date)^ (if applicable), until the expiry of my term of office as a District Council member in the current term.

I will notify the District Council Secretariat of any change of my bank account information.

Yours faithfully,

(Signature)
(Name of DC member in block letters)

^ Please delete as appropriate.

_____ District

**Letter for Claiming Monthly Miscellaneous Expenses Allowance
by Members of District Councils of the HKSAR**

District Officer (_____)

Date: _____

Dear Sir/Madam,

**Claim for Payment of Monthly Miscellaneous Expenses Allowance (MEA)
in Year _____**

I would like to:

- claim the full amount of the MEA on a non-accountable but taxable basis every month.
- claim partial MEA on an accountable basis for an amount of \$ _____ (up to 50% of the MEA) each month to meet the rental of my ward office(s) and/or staff salary expenses. The remaining amount of \$ _____ will be claimed on a non-accountable but taxable basis every month.

I should be grateful if you would make arrangement according to my option specified above to pay me the monthly non-accountable MEA by depositing the amount into my personal bank account provided in the form attached*.

I hereby declare that I am/am not[^] a member of the Executive Council or the Legislative Council. Should there be any change in this membership status, I will provide a written declaration to the District Council secretariat within two weeks from the effective date of the change.

Yours faithfully,

(Signature)

(Name of DC member in block letters)

- Please put a ✓ in the appropriate box.
- * If a DC member opts to receive the honorarium and MEA through the same bank account, he/she is not required to submit the form for bank account details.
- [^] Please delete as appropriate.

_____ District

Certificate on Operating Expenses Substantiated but Not Reimbursed under the Allowances and Expenses Reimbursement System for Members of District Councils of the HKSAR

(Date)

Mr/Ms _____, DC Member
(Address)

Dear Mr/Ms _____,

Year of Assessment: _____

This is to certify that, based on the documentary evidence and certification provided, the following amounts of your operating expenses, the nature of which fell within the scope of reimbursable expenses specified in Operating Expenses Reimbursement, Setting-up Expenses Reimbursement, and Winding-up Expenses Reimbursement, have not been reimbursed by the District Council secretariat:

Payment Month	Expenses Not Reimbursed (\$)
(month) (year)	xx,xxx
(month) (year)	xx,xxx
(month) (year)	xx,xxx
(month) (year)	xx,xxx

The above information is provided for the purpose of making a claim for salaries tax deduction only.

Yours sincerely,

(xxxxxxxxxxxx)

for Secretary, (xxxx) District Council