

TOOL KIT

TRAINEE SOLICITOR CONTRACT - FORM C

IMPORTANT Notes to Trainee Solicitor:

This **Tool kit** is to assist you in completing the standard Trainee Solicitor Contract ("Form C"). Form C can be saved and retrieved at any time during the completion process. After completing all sections in this Tool kit, you can use the "Print" button to print out Form C. Both you and your Principal must review the entire Form C before signing on the same.

Before completing Form C, please read the followings (and check the boxes to indicate you have read them):-

- (1) [Form C](#);
- (2) [Personal Information Collection Statement](#) at the end of Form C; and
- (3) the [notes](#) for completing Form AA.

Also, please note that this duly signed application must be witnessed by a Hong Kong solicitor holding a current practising certificate, a Commissioner for Oaths or a Justice of Peace. The original Contract and a certified copy of the Contract should be returned to the Law Society of Hong Kong together with other documents listed under A(3) to (6) of the notes for completing Form AA.

TOOL KIT
TRAINEE SOLICITOR CONTRACT - FORM C

Note: Rule 11 (1) of the Trainee Solicitors Rules (Cap.159J) provides that "subject to these rules, a trainee solicitor shall not hold an office or engage in an employment other than the employment under his trainee solicitor contract, and a period during which he has held such other office or engaged in such other employment is not effective employment as a trainee solicitor, unless the Society otherwise directs."

DETAILS OF THE TRAINEE SOLICITOR CONTRACT (THE "CONTRACT")

Execution Date of the Contract	
(i.e. date of signing)	
Commencement Date of the Contract*	
* The Date Can Be As Far Back As 3 Months From The Date Of Execution	
Terms and Period of the Contract (in month/year)	
1.	
Contract in Terms of Months	Contract in Terms of Years
Monthly salary at HK\$ for months.	Monthly salary at HK\$ for years.
For months, at a monthly salary of HK\$ for the first months and HK\$ for the remaining months.	For years, at a monthly salary for the first year at HK\$ and HK\$ for the remaining year.

TRAINEE SOLICITOR'S PART (To complete Clauses 2 to 4 & 6 of the Contract)

Personal Particulars	
Surname in English (as per HKID)	
Given names in English (as per HKID)	
Residential Address	
Clauses of Contract (please tick to indicate your confirmation) -	
2.	This contract shall not be terminated except by mutual agreement of the parties or by the Law Society of Hong Kong (the "Society") in the exercise of its powers under section 22 of the Legal Practitioners Ordinance.

TOOL KIT

TRAINEE SOLICITOR CONTRACT - FORM C

TRAINEE SOLICITOR'S PART (To complete Clauses 2 to 4 & 6 of the Contract) (Cont'd)

3.	The Trainee Solicitor and the Principal hereby acknowledge that they have considered the operation of Rule 11 of the Trainee Solicitors Rules and are aware of the potential consequences of any breach of the rule.
4.	The Trainee Solicitor agrees to:
(1)	faithfully and diligently work for the Principal in the profession of a solicitor as a trainee solicitor;
(2)	deal properly with the money and property of the Principal or the Company or its employees;
(3)	treat with utmost confidence all information relating to the Principal and the Company and its clients and its businesses;
(4)	readily obey and execute the lawful and reasonable instructions of the Principal and not be absent from the employment of the Company without the consent of the Principal and to act with diligence, honesty and propriety; and
(5)	complete and maintain an adequate training record ("the Record") and have it available for inspection by the Principal (or, if appropriate, by the Society) until the Trainee Solicitor has been admitted as a Solicitor of the High Court of the Hong Kong Special Administrative Region. The Record shall belong to the Principal and shall be in such form as the Principal shall reasonably prescribe but shall take the style of a Diary of the work and experience of the Trainee Solicitor or a series of checklists covering the basic legal topics in which the Principal has agreed to give the Trainee Solicitor the opportunity of gaining experience as specified in clause 5(1)(b).
6.	Any difficulty or dispute between the Trainee Solicitor and the Principal concerning the fulfilment of the provisions of this Contract or the conduct of either party in relation to this Contract may be referred by either of them to the Council of the Society for determination and the decision of the Council shall be final and binding on both parties.

TOOL KIT

TRAINEE SOLICITOR CONTRACT - FORM C

THE PRINCIPAL'S PART (To complete Clauses 2, 3, 5 & 6 of the Contract)

Personal Particulars																			
Surname in English (as shown on his/her practising certificate)																			
Given names in English (as shown on his/her practising certificate)																			
Name of Company																			
Company Address																			
Clauses of Contract (please tick to indicate your confirmation) -																			
2.	This contract shall not be terminated except by mutual agreement of the parties or by the Law Society of Hong Kong (the "Society") in the exercise of its powers under section 22 of the Legal Practitioners Ordinance.																		
3.	The Trainee Solicitor and the Principal hereby acknowledge that they have considered the operation of Rule 11 of the Trainee Solicitors Rules and are aware of the potential consequences of any breach of the rule.																		
5.	The Principal agrees to :																		
(1)	<p>provide the Trainee Solicitor with the opportunity (either in the Company's office or in that of another practising solicitor entitled to take trainee solicitors) to learn the basic skills and characteristics associated with the practice and profession of a solicitor and in particular to:-</p> <p style="margin-left: 40px;">(a) provide the Trainee Solicitor with the opportunity to learn the principles of professional conduct and to practise a range of basic skills. These are:-</p> <table style="margin-left: 80px; width: 80%;"><tr><td>(i) communication</td><td>(v) interviewing</td></tr><tr><td>(ii) practice support</td><td>(vi) negotiation</td></tr><tr><td>(iii) legal research</td><td>(vii) advocacy.</td></tr><tr><td>(iv) drafting</td><td></td></tr></table> <p style="margin-left: 40px;">(b) provide the Trainee Solicitor with proper training and experience in at least three of the following basic legal topics:-</p> <table style="margin-left: 80px; width: 80%;"><tr><td>(i) Banking</td><td>(vi) Family</td></tr><tr><td>(ii) Civil Litigation</td><td>(vii) Insolvency</td></tr><tr><td>(iii) Commercial</td><td>(viii) Intellectual Property</td></tr><tr><td>(iv) Company</td><td>(ix) Property</td></tr><tr><td>(v) Criminal Litigation</td><td>(x) Trusts, Wills and Probate;</td></tr></table>	(i) communication	(v) interviewing	(ii) practice support	(vi) negotiation	(iii) legal research	(vii) advocacy.	(iv) drafting		(i) Banking	(vi) Family	(ii) Civil Litigation	(vii) Insolvency	(iii) Commercial	(viii) Intellectual Property	(iv) Company	(ix) Property	(v) Criminal Litigation	(x) Trusts, Wills and Probate;
(i) communication	(v) interviewing																		
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TOOL KIT

TRAINEE SOLICITOR CONTRACT - FORM C

THE PRINCIPAL'S PART (To complete Clauses 2, 3, 5 & 6 of the Contract) (Cont'd)

(2)	provide, in the form specified in clause 4(5), a Record for the use of the Trainee Solicitor and each calendar month inspect the Record and discuss it with the Trainee Solicitor, or delegate another person to do so;
(3)	decide, in consultation with the Trainee Solicitor, which courses conducted by the Society or other providers of courses accredited by the Society the Trainee Solicitor must attend to accumulate sufficient points to comply with the Continuing Professional Development Rules and the Legal Practitioners (Risk Management Education) Rules;
(4)	allow the Trainee Solicitor paid leave to attend the courses referred to in clause 5(3); and
(5)	pay any fees charged by the Society or accredited providers for the Trainee Solicitor's attendance at the courses referred to in clause 5(3).
(6)	<p>Additional Clauses*</p> <p><i>* Please attach additional page(s) to this Form C for any further clauses required. Any further clauses MUST not override or negate the standard clauses. Both Trainee Solicitor and Principal have to sign on each additional page(s).</i></p>
6.	Any difficulty or dispute between the Trainee Solicitor and the Principal concerning the fulfilment of the provisions of this Contract or the conduct of either party in relation to this Contract may be referred by either of them to the Council of the Society for determination and the decision of the Council shall be final and binding on both parties.

Registration of this agreement shall not imply any approval by the Law Society of any further clauses added to the Law Society's standard form of Contract.

(1) This is the end of the Tool kit for Form C.

(2) Press to print out the Form C.

TRAINEE SOLICITOR CONTRACT - FORM C

Note: Rule 11 (1) of the Trainee Solicitors Rules (Cap.159J) provides that "subject to these rules, a trainee solicitor shall not hold an office or engage in an employment other than the employment under his trainee solicitor contract, and a period during which he has held such other office or engaged in such other employment is not effective employment as a trainee solicitor, unless the Society otherwise directs."

THIS TRAINEE SOLICITOR CONTRACT is made the

day of

BETWEEN

of

("the Trainee Solicitor")

AND

of

("the Principal"), who are both employees of
("the Company").

1. The Trainee Solicitor commenced employment with the Company on the day of and will be employed by the Company from that date for the period of months / years at a salary of \$ per month (or at a salary of \$ per month for the first months / year and at a salary of \$ for the remaining months / year).
2. This contract shall not be terminated except by mutual agreement of the parties or by the Law Society of Hong Kong ("the Society") in the exercise of its powers under section 22 of the Legal Practitioners Ordinance.
3. The Trainee Solicitor and the Principal hereby acknowledge that they have considered the operation of Rule 11 of the Trainee Solicitors Rules and are aware of the potential consequences of any breach of the rule.
4. The Trainee Solicitor agrees to:-
 - (1) faithfully and diligently work for the Principal in the profession of a solicitor as a trainee solicitor;
 - (2) deal properly with the money and property of the Principal or the Company or

its employees;

- (3) treat with the utmost confidence all information relating to the Principal and the Company and its clients and its business;
- (4) readily obey and execute the lawful and reasonable instructions of the Principal and not be absent from the employment of the Company without the consent of the Principal and to act with diligence, honesty and propriety; and
- (5) complete and maintain an adequate training record ("the Record") and have it available for inspection by the Principal (or, if appropriate, by the Society) until the Trainee Solicitor has been admitted as a Solicitor of the High Court of the Hong Kong Special Administrative Region. The Record shall belong to the Principal and shall be in such form as the Principal shall reasonably prescribe but shall take the style of a Diary of the work and experience of the Trainee Solicitor or a series of checklists covering the basic legal topics in which the Principal has agreed to give the Trainee Solicitor the opportunity of gaining experience as specified in clause 5(1)(b).

5. The Principal agrees to:

- (1) provide the Trainee Solicitor with the opportunity (either in the Company's office or in that of another practising solicitor entitled to take trainee solicitors) to learn the basic skills and characteristics associated with the practice and profession of a solicitor of the High Court and in particular to:-
 - (a) provide the Trainee Solicitor with the opportunity to learn the principles of professional conduct and to practise a range of basic skills. These are:-
 - (i) communication
 - (ii) practice support
 - (iii) legal research
 - (iv) drafting
 - (v) interviewing
 - (vi) negotiation
 - (vii) advocacy.

- (b) provide the Trainee Solicitor with proper training and experience in at least three of the following basic legal topics:-
 - (i) Banking
 - (ii) Civil Litigation
 - (iii) Commercial
 - (iv) Company
 - (v) Criminal Litigation
 - (vi) Family
 - (vii) Insolvency
 - (viii) Intellectual Property
 - (ix) Property
 - (x) Trusts, Wills and Probate;
 - (2) provide, in the form specified in clause 4(5), a Record for the use of the Trainee Solicitor and each calendar month inspect the Record and discuss it with the Trainee Solicitor, or delegate another person to do so;
 - (3) decide, in consultation with the Trainee Solicitor, which courses conducted by the Society or other providers of courses accredited by the Society the Trainee Solicitor must attend to accumulate sufficient points to comply with the Continuing Professional Development Rules and the Legal Practitioners (Risk Management Education) Rules;
 - (4) allow the Trainee Solicitor paid leave to attend the courses referred to in clause 5(3); and
 - (5) pay any fees charged by the Society or accredited providers for the Trainee Solicitor's attendance at the courses referred to in clause 5(3).
 - (6) **(Insert any further clauses required, which must not override or negate the standard clauses).*
6. Any difficulty or dispute between the Trainee Solicitor and the Principal concerning the fulfilment of the provisions of this Contract or the conduct of either party in relation to this Contract may be referred by either of them to the Council of the Society for determination and the decision of Council shall be final and binding on both parties.

Registration of this agreement shall not imply any approval by the Law Society of any further clauses added to the Law Society's standard form of Contract.

SIGNED by the Trainee Solicitor)
in the presence of:-)

Solicitor of the High Court of the Hong Kong Special Administrative Region
/Commissioner for Oaths/Justice of Peace

SIGNED by the Principal)
in the presence of:-)

Solicitor of the High Court of the Hong Kong Special Administrative Region
/Commissioner for Oaths/Justice of Peace

Notes:

* Delete if applicable

This contract must be witnessed by a Hong Kong solicitor/Commissioner for Oaths/Justice of Peace

Personal Information Collection Statement

The personal data of the data subject collected in this Contract (“the data”) will be used by the Law Society of Hong Kong (“the Society”) for the following purposes:

- (i) The keeping of traineeship records to show the effective employment of trainee solicitors and related matters;
- (ii) The exercise of the powers of the Society conferred upon it by the Legal Practitioners Ordinance (Chapter 159) and its subsidiary legislation; and
- (iii) The performance of the functions of the Society in accordance with its Memorandum and Articles of Association and the attainment of the objects for which the Society is established.

It is obligatory for you to supply the Society with the data in this Contract except as otherwise indicated. The consequence for you if you fail to supply such data is that you will not have complied with the requirements of the Trainee Solicitors Rules.

The data may be provided to such persons within the Society whose proper business it is to have access to and assist in the management of the traineeship records and related matters. The data may also be provided to other persons who may help the Society in attaining the purposes above mentioned.

Any data that is provided to anyone outside of the Society will be restricted to what is necessary and not excessive to achieve any intended purpose.

You have the right to request access to and correction of the data. Any such request should be addressed to the Secretary General, the Law Society of Hong Kong, 3/F, Wing On House, 71 Des Voeux Road Central, Hong Kong.

The Privacy Policy Statement of the Society is available on its website at **www.hklawsoc.org.hk**.

**Notes for completing Application for
Registration of Trainee Solicitor Contract ("Form AA")**

A. The following documents **must be attached to your Form AA** -

- (1) the original Trainee Solicitor Contract (which will be returned to you after registration)
- (2) a certified copy of the Trainee Solicitor Contract for retention by the Law Society
- (3) a copy of **one** of the following (certified by your principal):
 - your birth certificate or official proof of birth issued by the Government department or authority of your place of birth if birth certificate or official proof of birth is available at the time of your birth;
 - if birth certificate or official proof of birth is not available at the time of your birth, you have to provide:-
 - (i) a statutory declaration made by one of your parents on your birth details before a Commissioner for Oaths or a Justice of Peace or a solicitor of the High Court of the Hong Kong Special Administrative Region holding a current practising certificate (and who is not a principal or an employee of your firm/company); or
 - (ii) a declaration made by one of your parents on your birth details notarized by a notary public outside Hong Kong; or
 - (iii) a Notarial Certificate issued by the Notary Public Office of PRC on your birth details.
- (4) a copy of **one** of the following (certified by your principal):
 - your Hong Kong Identity Card; or
 - the pages of your passport which show your personal particulars
- (5) a copy of **one** of the following (certified by your principal):
 - your Postgraduate Certificate in Laws from The University of Hong Kong, City University of Hong Kong or Chinese University of Hong Kong confirming the award.

A suitable form of wording to appear on certified documents is:

"I certify that this is a true copy of the"

Solicitor of the High Court of the Hong Kong Special Administrative Region

Date: ____ / ____ / ____"

- (6) a cheque for HK\$1,400.00 payable to “The Law Society of Hong Kong”.
- B. If you are not using the Tool kit to complete Form AA, the symbol * means delete by drawing a line through whichever is inapplicable to you and the symbol # requires the insertion of the name of your company if you are employed in-house.
- C. All names used in connection with the Trainee Solicitor Contract registration application must be identical to the names in the HKID card and birth certificate. A statutory declaration is required for any variance.
- D. Convictions which are “spent” under the Rehabilitation of Offenders Ordinance, Cap. 297 should be disclosed by virtue of section 4(1)(c) of that Ordinance.
- E. Details of failure to comply with paragraph 9 of the Code of Good Practice in the Recruitment of Trainee Solicitors (“Code”) which results or has resulted in a breach of contract should include but is not limited to the following:
- (1) When you accepted an offer of employment as trainee solicitor;
 - (2) When you withdrew from the contract;
 - (3) What remedial actions have been taken by you to remedy the breach, including, for example, whether and when any release from the contract with the law firm concerned has been sought.
 - (4) Any mitigating circumstances which you would like the Council to take into consideration under paragraph 15 of the Code including your reasons/proposed justifications for failure to comply with paragraph 9 of the Code.
- F. Even if a release has been procured with the law firm, it is still necessary for you to disclose the details in paragraph (8B) of Part A of this Form AA.
- G. You must also attach copies of any employment and/or trainee solicitor contracts signed with the law firm(s) concerned and all relevant correspondence with the law firm(s).
- H. Under paragraph 11 of the Code, the Council may take into consideration any failure to comply with the Code in determining whether an applicant is suitable for registration as a trainee solicitor and/or whether is a fit and proper person for admission as a Hong Kong solicitor. Factors which may be considered by the Council may include:
- (1) The matters listed in paragraph E;
 - (2) Information submitted by any third parties such as the employer from whom you have sought a release and the employer whose training contract you are seeking to register;
 - (3) All the circumstances pertaining to your application for registration of training contract.

- I. All salary figures must be inserted in the Trainee Solicitor Contract for the Law Society's records. Any subsequent salary adjustments should be notified to the Law Society.
- J. Your Form AA must be declared before a Commissioner for Oaths or a Justice of Peace or a Solicitor of the High Court of the HKSAR holding a current practising certificate (and who is not a principal or an employee of your firm or an employee of your company).
- K. You must provide certified English translations of all documents submitted in support of your application which are not in English or Chinese.