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## INFORMATION FOR TRAINEE SOLICITORS

This information package is effective as of **31 October 2005**.

The requirements relating to employment under a trainee solicitor contract (the "Contract") are set out in the **Trainee Solicitors Rules**.

### A. REGISTRATION OF A TRAINEE SOLICITOR CONTRACT (RULE 8)

You must enter into a Contract for a period of 2 years with a solicitor qualified to employ trainee solicitors under section 20 of the Legal Practitioners Ordinance: see Schedule (page 9).

#### 1. FORM OF CONTRACT (PRACTICE DIRECTION E.2)

The Society has approved 3 standard forms of Contract.

**Form A** (copy attached) is for a trainee solicitor entering into a Contract with a solicitor in private practice.

**Form B** (copy attached) is for a trainee solicitor entering into a Contract with a solicitor employed by the Government of the Hong Kong Special Administrative Region.

**Form C** (copy attached) is for a trainee solicitor entering into a Contract with a solicitor employed by a company as an in-house solicitor.

All Contracts must provide for a salary of not less than HK\$6,000.00 per month for the first year and HK\$7,500.00 per month for the second.

**Contracts which are not in the approved form or which do not provide for the minimum salary will not be accepted for registration.**

#### 2. PROCEDURE (RULE 8)

Your **original** Contract must be produced to the Society for registration **within one month after execution** together with -

- (a) an application form ("A") completed by you as the applicant and your principal;
- (b) a certified copy of the Contract for retention by the Society; and
- (c) a cheque for HK\$1,400.00 payable to "The Law Society of Hong Kong".

You may not produce your Contract to the Society until after you have commenced work with your principal.

The commencement date of the Contract can be the date of execution or an earlier or later date as specified in the Contract (rule 8(9)). The commencement date specified in the Contract shall not be a date more than 3 months prior to the date of execution or a date prior to the date on which you pass the PCLL (rule 8(10)). Your contract shall not be registered if the date of commencement is inconsistent with rule 8(10).

If the Society is satisfied as to your character, fitness and suitability to be a trainee solicitor and your documents are in the correct form, your Contract will be registered by the Society. The date of registration will be endorsed on the original Contract and it will be returned to you. You will be advised by letter of the commencement and last dates of your Contract.

### **3. *LATE PRODUCTION OF CONTRACT (RULE 8(11))***

If a Contract is not produced to the Society within one month of execution, employment under the Contract commences on the date of production of the Contract to the Society. A note to that effect will be endorsed on the Contract and in the register.

The Society has a discretion to extend the date for production of a Contract and to determine the date of commencement of the Contract. This discretion will only be exercised in exceptional cases. It will not be enough for you to establish that it was inconvenient for you to produce the Contract to the Society within the time limit.

An application for the Society to exercise its discretion should be made by providing to the Society -

- (a) a completed general application form ("D") and
- (b) a cheque for HK\$1,400 payable to "The Law Society of Hong Kong".

### **4. *PROCEDURE FOR ENTERING INTO A NEW CONTRACT (RULE 13)***

If your Contract is terminated by mutual agreement between you and your principal, you must enter into a new Contract for the remaining period. Your employment under the new and first Contract will be recognised by the Society only if they are for a total period of 2 years. The 2 year period must be completed within 3 years prior to your application for admission as a solicitor: rule 6(2).

The Society may grant an extension of the 3 year time limit in exceptional cases. An application for the Society to exercise its discretion should be made by providing to the Society -

- (a) a completed general application form ("D") and
- (b) a cheque for HK\$1,400 payable to "The Law Society of Hong Kong".

Your new Contract must be produced to the Society for registration **within one month after execution** accompanied by:

- (a) an application form completed by you as the applicant and your principal ("B");
- (b) a certified copy of the new Contract for retention by the Society;
- (c) the original and a copy of the Release of your previous Contract ("C"); and
- (d) a cheque for HK\$1,400.00 payable to "The Law Society of Hong Kong".

If your documents are in the correct form, the Society will register your Contract. The date of registration will be endorsed on the original Contract and it will be returned to you.

The commencement date of the Contract can be the date of execution or an earlier or later date as specified on the Contract (rule 8(9)). The commencement date specified on the Contract shall not be a date more than 3 months prior to the date of execution or a date prior to the date on which you pass the PCLL (rule 8(10)). Your contract shall not be registered if the date of commencement is inconsistent with rule 8(10).

## **B. OTHER MATTERS**

### **1. *HOLIDAYS AND LEAVE (RULE 9(2))***

In calculating the two-year period of a Contract, a maximum of 44 working days shall be allowed for leave, including maternity leave and sick leave.

If you exceed the leave allowance you should notify the Society immediately. The period of your trainee solicitor contract will be extended accordingly. The leave must be taken with the prior written approval of your principal.

### **2. *EMPLOYMENT PRIOR TO CONTRACT (RULE 9A)***

The Society has a discretion to allow a reduction in the period of a Contract where it considers that a period of employment in Hong Kong prior to entering into a trainee solicitor contract is relevant work experience.

Where there is a minimum total of 3 years' relevant work experience a reduction of 1 month may be given, with an additional 1 month reduction for every additional year of relevant work experience but the period of reduction shall not exceed 6 months. (rule 9A(3))

Your prior employment will not be recognised unless it is within 10 years of the date of the Contract, and the Society is satisfied that the work experience has provided you with training or experience similar to that provided by a trainee solicitor contract. (rule 9A(4))

An application should be made **at the same time** as the Contract is produced to the Society for registration by providing to the Society (rule 9A(5)) -

- (a) a completed general application form ("D") giving full details of -
  - (i) the name(s) of your previous employer(s);
  - (ii) the duties undertaken in each employment; and
  - (iii) the period of each employment;
- (b) a reference from each of your previous employer(s) specifying the dates of commencement and termination of employment and the duties undertaken in each employment; and
- (c) a cheque for HK\$1,400.00 payable to "The Law Society of Hong Kong".

**3. *SECONDMENT TO AN IN-HOUSE LEGAL DEPARTMENT IN HONG KONG [RULE 9(3A)]***

The Society may allow a secondment of up to 6 months to the legal department of a Company in Hong Kong, provided that you will -

- (a) be seconded to a company which, in the opinion of the Society, is able to provide suitable training for you;
- (b) be supervised by a solicitor holding a current practising certificate who is qualified under section 20 of the Legal Practitioners Ordinance to employ a trainee solicitor or act as his principal;
- (c) continue to have access to your principal; and
- (d) undertake work in the company which is similar to that undertaken by trainee solicitors in Hong Kong.

You must apply for recognition of a secondment as effective employment under your contract not less than 30 days prior to the secondment by providing to the Society:

- (a) a completed application form ("D1");
- (b) a letter from your principal about the matters set out in (b) to (d) above; and
- (c) a cheque for \$1,400 payable to "The Law Society of Hong Kong".

The Society has made arrangements with a number of Non-Government Organisations and Government Departments to take trainee solicitors on secondment for limited periods. Please see attached Law Society Circular 05-227.

**4. SECONDMENT TO A LAW FIRM OUTSIDE HONG KONG [RULE 9(4)]**

The Society may allow a secondment of up to 6 months to a law firm outside Hong Kong, provided that you will -

- (a) be seconded to a firm which, in the opinion of the Society, is able to provide suitable training for you;
- (b) be supervised in the jurisdiction by a legal practitioner who, in the opinion of the Society, holds qualifications similar or equivalent to those required of a solicitor in Hong Kong who wishes to employ a trainee solicitor or act as his principal;
- (c) continue to have access to your principal in Hong Kong; and
- (d) undertake work in the jurisdiction which is similar to that undertaken by trainee solicitors in Hong Kong.

In considering an application, the Society will take into account the following:

- (i) the relevance of the legal system of the jurisdiction to the legal system in Hong Kong;
- (ii) the professional and ethical standards of the legal profession in that jurisdiction; and
- (iii) any ties that may exist between the trainee solicitor's principal or his principal's firm and the legal practitioner or firm in the jurisdiction outside Hong Kong.

You must apply for recognition of a secondment as effective employment under your Contract not less than 30 days prior to the secondment by providing to the Society:

- (a) a completed application form ("D1");
- (b) a letter from your principal about the matters set out in (b) to (d) and (i) to (iii) above; and
- (c) a cheque for HK\$1,400.00 payable to "The Law Society of Hong Kong".

Applications are considered on a case by case basis by the Consents Committee and should also include the following information:

- relevant information relating to the Contract;
- whether this is the first such application or details of earlier applications;
- the office to which you will be seconded;
- the name of principal / solicitor who will supervise you;
- the period of secondment, including the commencement date; and
- areas of training and nature of work to be undertaken.

Please see attached Law Society Circular 02-322.

**NB: SECONDMENTS**

**The total period of secondments during your trainee solicitor contract must not exceed 12 months, unless otherwise allowed by the Council.**

## **5. APPROVAL FOR OTHER EMPLOYMENT (RULE 11)**

You must not hold any office or engage in any employment, other than employment under the Contract, without the **prior** consent of the Society **and** your principal. This includes part-time employment after office hours such as teaching.

Any period during which you hold another office or engage in other employment may not be recognised as effective employment under the Contract, unless the Society otherwise directs. You should not assume that the Society's discretion will be exercised in your favour.

An application should be made **before** undertaking the employment or holding the office by providing to the Society-

- (a) a completed application form ("E"); and
- (b) a cheque for HK\$1,400.00 payable to "The Law Society of Hong Kong".

Please see attached Law Society Circular 02-26.

If you change your principal during the term of the other employment or office, you must provide a letter of consent from the new principal at the time that the new Contract is registered with the Society.

## **6. TRAINEE SOLICITORS EMPLOYED IN-HOUSE**

You will be required to serve a period of not less than 6 months' secondment to a firm of solicitors in Hong Kong which in the opinion of the Society will enable you to gain experience in those aspects of practice not associated with the work of in-house solicitors. During that secondment you must be supervised by a solicitor who is eligible to employ a trainee solicitor or act as his principal under section 20 of the Legal Practitioners Ordinance.

You must apply to the Society for approval of the secondment at least one month before taking up the secondment, by providing to the Society:

- (a) a completed application form ("D1");
- (b) a letter from your principal about the matters set out in Rule 9(5)(b) to (d) and Rule 9(5A) of the Trainee Solicitors Rules; and
- (c) a cheque for HK\$1,400.00 payable to "The Law Society of Hong Kong".

Applications are considered on a case by case basis by the Consents Committee and should also include the following information:

- (a) the name of the firm to which you will be seconded;
- (b) the name of the principal who will supervise you;
- (c) the period of the secondment; and
- (d) the nature of the work to be undertaken.

## 7. **CONTINUING PROFESSIONAL DEVELOPMENT (CPD) SCHEME**

You are required to complete 15 CPD points during each CPD practice year (which commences on 1 November and expires on 31 October the following year) and 30 CPD points by the end of your period of employment as a trainee solicitor. You are advised to note whether your trainee solicitor contract commences part way through a CPD practice year in which case, you will be required to complete your CPD requirement on a pro-rata basis.

Where a trainee solicitor commences a trainee solicitor contract part way through the CPD practice year, the annual 15 CPD points requirement will be determined on a pro-rata basis in accordance with the table below:

| <b>Commencement date stated<br/>on trainee solicitor contract</b> | <b>Number of CPD points<br/>to be accumulated</b> |
|---|---|
| 1 November to 15 November   | 15  |
| 16 November to 15 December  | 14  |
| 16 December to 15 January   | 12½   |
| 16 January to 15 February   | 11  |
| 16 February to 15 March   | 10  |
| 16 March to 15 April  | 9   |
| 16 April to 15 May  | 7½  |
| 16 May to 15 June   | 6   |
| 16 June to 15 July  | 0   |
| 16 July to 15 August  | 0   |
| 16 August to 31 August  | 0   |
| 1 September to 31 October   | 0   |

There have been cases of misinterpretation of the CPD requirement where trainee solicitors completed 15 CPD points for the 12-month period from the commencement of their contract term, instead of in accordance with the pro-rata requirement on the basis of his contract period during a CPD practice year. You are strongly advised to review the above table to ascertain the number of points you are required to accumulate in each CPD practice year.

For trainee solicitors, the CPD obligations take effect from the commencement date of their trainee solicitor contract and not the date the contract is registered with the Society.

**If you fail to complete the requirements of the CPD Scheme by the date of expiry of your trainee solicitor contract you will not be eligible for admission as a solicitor until the requirements have been completed.**

The standard form of trainee solicitor contract requires that your principal give you paid leave to attend the required CPD courses and to pay any fees for these courses.

Should circumstances arise and you need to seek a suspension from the operation of the CPD Scheme, you should contact the Assistant Director of Professional Development at the Society as you are required under the CPD Rules to make an application for a suspension from the operation of the Scheme.

In exceptional circumstances the Law Society may grant an exemption from the Scheme.

More information regarding the Continuing Professional Development Scheme is contained in the Mandatory CPD Information Package.

The Society does not keep records of individual practitioners' attendance at courses. All practitioners subject to the CPD Scheme are required to maintain their own record of their training activities in the approved form - which means - in the Mandatory CPD Training Record.

The Mandatory CPD Information Package and the Mandatory CPD Training Record can be downloaded from the Society's website at [www.hklawsoc.org.hk](http://www.hklawsoc.org.hk). Any practitioner who is not able to download the Package or a Training Record from the Society's website should immediately contact the Standards and Development Department (tel: 2846-0510 or fax: 2845-0387) to obtain one.

### **8. *TRAINEE SOLICITOR IDENTITY CARD***

Trainee solicitors are required to present their Trainee Solicitor Identity Card ("the Card") at the time of attending the CPD courses run by the Law Society. The card is used for the purpose of noting attendance. You are advised to apply for the Card at the time when you submit your application for registration of your Contract.

Application form ("F") for the Card is enclosed. No extra fee will be charged for issuing the Card unless it is for replacement of lost card.

### **C. GENERAL NOTES**

Applications should be delivered to the reception desk of the Society marked to the attention of the "Registration Section".

You must read the notes at the bottom of the attached forms carefully. Any amendments to the attached forms must be initialled by the persons completing the form.

If your documents are not in a form acceptable to the Society they will be returned to you for amendment. You will not be permitted to bring substitute pages to the Society's office and insert them in the original document in place of the incorrect pages.

Please also refer to the specimen forms prepared which are attached at the back of this package.

**All applications will be dealt with strictly in order of receipt and will take at least four weeks to process.**

**Do not telephone the Society until the expiration of this period. Unnecessary telephone calls slow down the work of the Registration Section.**

You will be advised in writing of the results of all applications. All letters and receipts from the Society must be retained until your admission procedures have been completed.

Section 20 of the Legal Practitioners Ordinance provides-

**"20. Restrictions on employing trainee solicitors**

- (1) No person who has not at some time been in continuous practice as a solicitor in Hong Kong for a period of 5 years shall, without the special leave in writing of the Society, employ a trainee solicitor or act as his principal.
- (2) No person shall employ or act as principal for more than 2 trainee solicitors at the same time.
- (3) No person shall employ a trainee solicitor or act as his principal unless he is practising as a solicitor on his own account or in partnership, without the special leave in writing of the Society.
- (4) If any solicitor employs or acts as principal for a trainee solicitor in contravention of any of the provisions of subsection (1), (2) or (3), the Council may terminate the trainee solicitor's contract upon such terms as it thinks fit.
- (4A) It is not a contravention of subsection (1), (2) or (3) for a person other than a solicitor to employ a trainee solicitor so long as -
  - (a) the trainee solicitor is assigned to a solicitor who acts as his principal;
  - (b) the solicitor who acts as principal is qualified under and complies with subsections (1), (2) and (3); and
  - (c) the solicitor is employed by the same person as the trainee solicitor.
- (5) Any -
  - (a) solicitor; or
  - (b) qualified person,

serving in the -

  - (i) Department of Justice; or
  - (ii) the Legal Advisory and Conveyancing Office of the Buildings and Lands Department; or
  - (iia) the Land Registry; or
  - (iib) the Companies Registry; or
  - (iii) Legal Aid Department; or
  - (iv) Official Receiver's Office; or
  - (v) Intellectual Property Department,

of the Government shall, for the purposes of this section, be deemed to be practising as a solicitor on his own account; and this subsection shall apply in relation to periods before as well as periods after the commencement of the Legal Practitioners (Amendment) Ordinance 1982 (50 of 1982)."

**Circular 04-115(COM) may be referred to as guidelines for Council to exercise its discretion under sections 20 (1) and 20 (3). Please see attached Circular 04-115.**



## TRAINEE SOLICITOR CONTRACT - FORM A

***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"), a solicitor and a partner in the firm of

(the "Firm").

1. The Trainee Solicitor commenced employment with the principal on the        day of        and will be employed by the Principal 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 of the High Court of the Hong Kong Special Administrative Region as a trainee solicitor;
  - (2) deal properly with the money and property of the Principal and the Firm and their clients or employees;

- (3) treat with the utmost confidence all information relating to the Principal and the Firm and their clients and their business;
- (4) readily obey and execute the lawful and reasonable instructions of the Principal and any partner of the Firm and not be absent from the employment of the Principal 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) *\*(Insert any further clauses required, which must not override or negate the standard clauses).*

5. The Principal agrees to:

- (1) provide the Trainee Solicitor with the opportunity (either in the Firm'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;

(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 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.

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

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

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

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

**Notes:**

\* Delete if inapplicable.

**This contract must be witnessed by a Hong Kong solicitor holding a current practising certificate.**

***The Law Society of Hong Kong***

**TRAINEE SOLICITOR CONTRACT - FORM B**

***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 Department of Justice / Legal Advisory and Conveyancing Office of the Buildings and Lands Department / Land Registry / Companies Registry / Legal Aid Department / Official Receiver's Office / Intellectual Property Department\* ("the Department") of the Government of the Hong Kong Special Administrative Region ("the Government").

1. The Trainee Solicitor commenced employment with the Government on the        day of        and will be employed by the Government from that date for the period of        months / years\* at a salary of \$        per month /or at a salary which is equivalent to half the amount the Trainee Solicitor should receive in the Trainee Solicitor's substantive office with the Government\*.
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 Government or its employees;
- (3) keep the secrets of the Principal or the Government and observe the Security Regulations and the Civil Service Regulations of the Government;
- (4) readily obey and execute the lawful and reasonable instructions of the Principal and not be absent from the employment of the Government 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) *\*(Insert any further clauses required, which must not override or negate the standard clauses).*

5. The Principal agrees to:-

- (1) provide the Trainee Solicitor with the opportunity (either in the Department or in another department of the Government under the supervision of an employee of the Government entitled to take trainee solicitors or in the office of a solicitor in private practice 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:
  - (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 the opportunity to gain reasonable 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;

(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 inapplicable.

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

***The Law Society of Hong Kong***

**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;

(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**

**APPLICATION FOR REGISTRATION OF  
TRAINEE SOLICITOR CONTRACT**

**A. TRAINEE SOLICITOR'S PART**

(1) (a) Full name in English:

(b) Full name in Chinese, if applicable:

(c) Alias(es) used in Hong Kong or elsewhere in English if applicable:

(d) Alias(es) used in Hong Kong or elsewhere in Chinese, if applicable:

(1A) I have not ever before changed my name in Hong Kong or elsewhere and my full name in English and in Chinese (if applicable) have at all times been the same as that stated in Part A(1)(a) and (b) above

OR\*

I have changed my name in Hong Kong and/or elsewhere as follows:-

| Former name<br>in English | Former Name in<br>Chinese | Jurisdiction in<br>which change of<br>name was effected | Period during which<br>the former name<br>was used |
|---------------------------|---------------------------|---|--|
|                           |                           |   |  |

(2) Address:

(3) Telephone number:

(4) I was born on the \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_ and a copy of *my birth certificate / a statutory declaration of one of my parents / naturalisation certificate\** and a copy of my *Hong Kong identity card / passport\** are attached.

(5) I have not been convicted of any offence in any Court of Hong Kong or elsewhere (other than a motoring offence not resulting in disqualification)

OR\*

Excluding motoring offences not resulting in disqualification, I have been convicted of the following offence(s) in a Court of Hong Kong and/or elsewhere

| Offence | Date of Conviction | Penalty | Jurisdiction |
|---------|--------------------|---------|--------------|
|---------|--------------------|---------|--------------|

(5A) I have not been found guilty of any disciplinary offence involving dishonesty by the institute(s) at which I completed my academic and professional stages of legal education.

OR\*

I have been found guilty of the following disciplinary offence(s) involving dishonesty by the institute(s) at which I completed my academic and professional stages of legal education.:

| Disciplinary Offence | Date of finding | Penalty | Institute that issued the finding |
|----------------------|-----------------|---------|-----------------------------------|
|----------------------|-----------------|---------|-----------------------------------|

(6) Full details of my employment history are set out below:

| Name of employer | Position | Date commenced | Date ceased |
|------------------|----------|----------------|-------------|
|------------------|----------|----------------|-------------|

OR\*

I have not engaged in any employment prior to entering into a trainee solicitor contract with the principal named below.

(7) I have passed the Postgraduate Certificate in Laws and a certified copy of my certificate(s) is attached.

(8) I was not required to sit any supplementary examinations to obtain my certificate referred to in paragraph (7) above.

**OR\***

I was required to sit supplementary examinations in the subjects listed below to obtain my certificate referred to in paragraph (7) above.

| Subject | Date of examination |
|---------|---------------------|
|         |                     |

(8A) I have not ever been declared bankrupt in Hong Kong or elsewhere and there are no such proceedings pending against me in Hong Kong or elsewhere.

**OR\***

I have been declared bankrupt in Hong Kong and/or elsewhere and details of the bankruptcy order are as follows:

| Date of bankruptcy order | Jurisdiction | Date of discharge of the bankruptcy order |
|--------------------------|--------------|---|
|                          |              |   |

**OR\***

There are bankruptcy proceedings pending against me in Hong Kong and/or elsewhere and details are as follows:

| <u>Date of commencement of proceedings</u> | <u>Status of proceedings</u> | <u>Jurisdiction</u> |
|--|------------------------------|---------------------|
|--|------------------------------|---------------------|

(9) I apply for registration of my trainee solicitor contract dated the \_\_\_\_\_ day of \_\_\_\_\_ with the principal named below.

**B. PRINCIPAL'S PART**

(1) Full name:

(2) Address:

(3) I am a solicitor of the High Court of the Hong Kong Special Administrative Region and I have been in continuous practice as a solicitor in Hong Kong for over 5 years. I am practising as a solicitor in Hong Kong on my own account or in partnership.

**OR\***

I am a solicitor of the High Court of the Hong Kong Special Administrative Region and I have been granted special leave by the Law Society of Hong Kong to employ trainee solicitors pursuant to section 20 of the Legal Practitioners Ordinance. I am practising as a solicitor in Hong Kong on my own account or in partnership.

**OR\***

I am an employee of the *Department of Justice / Legal Advisory and Conveyancing Office of the Buildings and Lands Department / Land Registry / Companies Registry / Legal Aid Department / Official Receiver's Office / Intellectual Property Department\** and am a *solicitor / person qualified to be admitted as a solicitor\**. I have practised as a solicitor in Hong Kong, as defined in section 20(5) of the Legal Practitioners Ordinance, for a continuous period of over 5 years.

**OR\***

I am an employee of \_\_\_\_\_ and am a solicitor of the High Court of the Hong Kong Special Administrative Region. I have been granted special leave by the Law Society of Hong Kong to employ trainee solicitors or act their principal pursuant to section 20(3) of the Legal Practitioners Ordinance.

- (4) I am not employed as assistant by another solicitor.
- (5) I *employ / act as principal for\* one / two\** trainee solicitors, including the trainee solicitor named above.
- (6) The trainee solicitor named above has been continuously employed by *me / #*  
\* since the  
day of \_\_\_\_\_ and is still employed by *me / #*  
\*. During  
that period the trainee solicitor has been employed in a way compatible with  
employment as a trainee solicitor.

AND we make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Ordinance (cap 11).

DECLARED at .....  
HONG KONG SAR this ..... day of  
.....)

.....  
Trainee Solicitor

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

DECLARED at .....  
HONG KONG SAR this .....day of  
.....)

.....  
Principal

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

*[Please read the notes on the back of this form carefully]*

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

- \* Delete whichever is not applicable.
- # Insert name of company if you are employed in-house.

**A. The following must be attached to the Application for Registration of Trainee  
Solicitor Contract -**

- (1) the original Contract (which will be returned to the applicant after registration)
- (2) a certified copy of the Contract for retention by the Society
- (3) a copy of **one** of the following certified by the principal
  - your birth certificate
  - a statutory declaration of one of your parents (for applicants born in China)
  - your naturalisation certificate
- (4) a copy of **one** of the following certified by the principal
  - your Hong Kong identity card
  - the pages of your passport which show your personal particulars
- (5) a copy of **one** of the following certified by the principal
  - your Postgraduate Certificate in Laws from the University of Hong Kong or the City Polytechnic 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. All salary figures inserted are for the Society's records. Wordings such as "Any salary adjustments will be notified to the Law Society" should be inserted if those figures are omitted, and notification must be given to the Society accordingly.**

- C. All names which appear on all documents used in connection with the Trainee Solicitor Contract application must be identical. A statutory declaration is required for any variance. Failure to provide such information will affect the registration of the trainee contract and may impinge upon the applicant's fitness to become a solicitor.
- D. This application must be declared before a Solicitor of the High Court of the Hong Kong Special Administrative Region / Commissioner for Oaths / Justice of Peace.
- E. Convictions which are "spent" under the Rehabilitation of Offenders Ordinance should be disclosed by virtue of section 4(1)(c) of that Ordinance.



**APPLICATION FOR REGISTRATION OF  
NEW TRAINEE SOLICITOR CONTRACT**

**A. TRAINEE SOLICITOR'S PART**

- (1) Full name:
- (2) Address:
- (3) Telephone number:
- (4) I apply for registration of my new trainee solicitor contract dated the \_\_\_\_\_ day of \_\_\_\_\_ with the principal mentioned below.

**B. PRINCIPAL'S PART**

- (1) Full name:
- (2) Address:
- (3) I am a solicitor of the High Court of the Hong Kong Special Administrative Region and I have been in continuous practice as a solicitor in Hong Kong for over 5 years. I am practising as a solicitor in Hong Kong on my own account or in partnership.

**OR\***

I am a solicitor of the High Court of the Hong Kong Special Administrative Region and I have been granted special leave by the Law Society of Hong Kong to employ trainee solicitors pursuant to section 20 of the Legal Practitioners Ordinance. I am practising as a solicitor in Hong Kong on my own account or in partnership.

**OR\***

I am an employee of the *Department of Justice / Legal Advisory and Conveyancing Office of the Buildings and Lands Department / Land Registry / Companies Registry / Legal Aid Department / Official Receiver's Office / Intellectual Property Department* \* and am a solicitor / person qualified to be admitted as a solicitor\*. I have practised as a solicitor in Hong Kong, as defined in section 20(5) of the Legal Practitioners Ordinance, for a continuous period of over 5 years.

**OR\***

I am an employee of \_\_\_\_\_ and am a solicitor of the High Court of Hong Kong Special Administrative Region. I have been granted special leave by the Law Society of Hong Kong to employ trainee solicitors or act as their principal pursuant to section 20(3) of the Legal Practitioners Ordinance.

- (4) I am not employed as assistant by another solicitor.
- (5) I *employ / act as principal for\* one / two\** trainee solicitors, including the trainee solicitor named above.
- (6) The trainee solicitor named above has been continuously employed by *me / #* \* since the \_\_\_\_\_ day of \_\_\_\_\_ and is still employed by *me / #* \*. During that period the trainee solicitor has been employed in a way compatible with employment as a trainee solicitor.

AND we make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Ordinance (Cap 11).

DECLARED at .....)  
HONG KONG SAR this ..... day of  
.....)

.....  
Trainee Solicitor

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

DECLARED at .....)  
HONG KONG SAR this ..... day of  
.....)

.....  
Principal

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

*[Please read the notes on the following page of this form carefully]*

**Notes for completing Application for Registration of  
New Trainee Solicitor Contract**

- \* Delete whichever is inapplicable.
- # Insert name of company if you are employed in-house.

A. The following documents must be produced to the Society with this form -

- (1) the original of your new Contract;
- (2) a certified copy of your new contract for retention by the Society;
- (3) the original release of your earlier contract;
- (4) a certified copy of your release for retention by the Society.

B. All copy documents submitted with your application must be certified by your new principal. A suitable form of wording to appear on all 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:   /  /  "

C. This application must be declared before a Solicitor of the High Court of the Hong Kong Special Administrative Region / Commissioner for Oaths / Justice of Peace.



**TRAINEE SOLICITOR RULES**

**RELEASE**

THIS RELEASE is made the                   day of

BETWEEN  
of

(the "Principal"), a solicitor and a partner in *the firm of / employed by*\*

AND  
of

(the "Trainee Solicitor").

IT IS MUTUALLY AGREED that the employment of the Trainee Solicitor under the Trainee Solicitor Contract entered into between the parties on the                   day of  
and registered with The Law Society of Hong Kong on the                   day  
of                   and all rights and obligations under it shall after the                   day of  
absolutely cease and determine.

AND that the Trainee Solicitor's last day of employment under the Trainee Solicitor Contract with the Principal shall be the                   day of

SIGNED by the Principal                   )  
in the presence of                   )

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

SIGNED by the Trainee Solicitor                   )  
in the presence of                   )

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

**Note:**

---

This release must be witnessed by a Hong Kong solicitor holding a current practising certificate.

---

\* delete whichever is inapplicable



## **TRAINEE SOLICITORS RULES**

## **GENERAL FORM OF APPLICATION**

(1) Name:

(2) Address:

(3) Telephone number:

(4) I apply to the Law Society of Hong Kong under rule \* of the Trainee Solicitors Rules.

(5) I make the following application: #

(6) @

Signed by the trainee solicitor )  
this )  
day of )  
)

### Notes:

\* Refer to the rule under which the application is made.

# State briefly the nature of the application.

@ State concisely in numbered paragraphs the facts on which reliance is placed in support of the application.



**TRAINEE SOLICITORS RULES  
APPLICATION FOR SECONDMENT**

1. Name :
2. Firm name and address :
3. Firm telephone number :
4. I apply to the Law Society of Hong Kong under Rule \*9(3A) or 9(4) of the Trainee Solicitors Rules.
5. I make the following application for recognition of a secondment to  
(firm name) in  
(country) as effective employment under my Trainee Solicitor Contract.
  - i. I commenced my \*1<sup>st</sup> or 2<sup>nd</sup> Trainee Solicitor Contract with  
(principal name) as my principal on  
(date);
  - ii. I will be seconded to  
and  
(country) office in the  
(department) between  
(date);
  - iii. I will be supervised by  
(name)  
who is qualified on  
(admission date) and is a \*partner  
or associate. He is eligible to employ a trainee solicitor under \*section  
20 of the Legal Practitioners Ordinance or alternative qualifications of  
;
  - iv. I will continue to have access to my principal in Hong Kong through  
\_\_\_\_\_  
(facilities available for  
training and for communication between the trainee and the principal);
  - v. I will undertake work in  
(country) which is similar  
to that undertaken by trainee solicitors in Hong Kong; and
  - vi. This is my \*first or second application, previously I was seconded to  
(country) for  
(months).

Signed by the trainee solicitor)

This            day of            )

    )

Signed by the Supervisor        )

This            day of            )

\*delete whichever is inappropriate



**APPLICATION TO HOLD OFFICE WHILE UNDER  
A TRAINEE SOLICITOR CONTRACT**

**A. TRAINEE SOLICITOR'S PART**

(1) Name:

(2) Address:

(3) Telephone number:

(4) *I apply for a direction of The Law Society of Hong Kong that my period of employment under my trainee solicitor contract is effective, notwithstanding that during the period in respect of which this application is made I was engaged in an office or employment other than the employment of my principal. The reason why I did not submit this application either at commencement of engagement in an office or employment or commencement of the trainee solicitor contract is [insert relevant information].*

*OR \**

*I apply for the consent of The Law Society of Hong Kong to my engaging in an office or employment other than the employment of my principal.*

(5) I *am / was / will be\** engaged in an office or employment as #:

(6) The name of my other employer or office is:

(7) I *will be / have been\** engaged in that employment or office for the period from  
to .

(8) My salary in respect of such employment or office *is / was / will be\** \$ per annum.

(9) The work involved *is / was / will be\** of the following nature@ :

(10) The average time I *am / was / will be\** engaged in this office or employment each week / is                    hours.

(11) A copy of my contract or offer of employment is attached.

## **B. PRINCIPAL'S PART**

(1) Name:

(2) Address:

(3) I consent to the abovenamed trainee solicitor engaging in the office or employment set out in Part A.

Signed by the                    )  
trainee solicitor                )

Signed by the                    )  
principal                        )

Date:

### **Notes:**

\* Delete whichever is inapplicable.

# Specify the title of your other office or employment.

@ If your work is partly on a non legal character, you must specify the percentage of time spent on non-legal work.

You must attach a copy of your employment contract or letter or other evidence of your part-time employment or office. The copy must be certified by your principal. A suitable form of wording is:

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

---

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

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_"

### **Explanatory Note**

From 1st January 1997, an explanatory note must be attached to the "Application to hold office while under a Trainee Solicitor Contract" (Form "E") which should include the following information :

- (i) nature of business of the Company with which the applicant will be employed;
- (ii) major activities of the Company; and
- (iii) whether or not it is a public listed company.



Application for Trainee Solicitor Identity Card

To : The Law Society of Hong Kong

Please issue a Trainee Solicitor Identity Card to my trainee solicitor

\_\_\_\_\_  
(surname first)

( ) of  
(Chinese name)

\_\_\_\_\_  
(name of firm)

(Tel. No.: )

whose Hong Kong Identity Card No. is \_\_\_\_\_

A photo of the applicant is also attached.

Date : \_\_\_\_\_  
(signature of Principal)

\_\_\_\_\_  
(name of Principal)

Notes to Trainee Solicitor : \_\_\_\_\_

1. **A proper passport-sized photo** with your name at the back has to be provided.
2. The card will be included in the Trainee Solicitor Contract and returned to you after registration has been completed.
3. No fees will be charged for issuing the Trainee Solicitor Identity Card unless it is for replacement of lost card, the fee for which is HK\$50.00.

FOR OFFICIAL USE ONLY

Application approved \_\_\_\_\_  
Date of Issue \_\_\_\_\_  
Expiry Date \_\_\_\_\_



# SPECIMEN

*The Law Society of Hong Kong*

## TRAINEE SOLICITOR CONTRACT - FORM A

THIS TRAINEE SOLICITOR CONTRACT is made the 31<sup>st</sup> day of OCTOBER 2000

BETWEEN

CHAN TAI MAN PETER of RM 9, 5/F, 6 POK FU LAM RD, HONG KONG  
("the Trainee Solicitor")

DATE OF  
EXECUTION

AND

WONG DAVID of 40/F, TWO EXCHANGE SQUARE, HONG KONG  
(the "Principal"), a solicitor and a partner in the firm of ABC & CO.(the "Firm").

DATE OF  
COMMENCE-  
MENT

\*\* THE DATE  
CAN BE AS FAR  
BACK AS 3  
MTHS FROM  
THE DATE OF  
EXECUTION

The Trainee Solicitor commenced employment with the principal on the 1<sup>st</sup> day of AUGUST 2000 and will be employed by the Principal from that date for the period of 24 months /years at a salary of \_\_\_\_\_ per month (or at a salary of \$10,000 per month for the first 3 months / year and at a salary of \$15,000 for the remaining months / year)

"ANY SALARY ADJUSTMENTS WILL BE NOTIFIED TO THE LAW SOCIETY"  
SHOULD BE INSERTED IF ANY OF THOSE FIGURES IS OMITTED

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 of the High Court of the Hong Kong Special Administrative Region as a trainee solicitor;
  - (2) deal properly with the money and property of the Principal and the Firm and their clients or employees;
  - (3) treat with the utmost confidence all information relating to the Principal and the Firm and their clients and their business;
  - (4) readily obey and execute the lawful and reasonable instructions of the Principal and any partner of the Firm and not be absent from the employment of the Principal 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) *\*(Insert any further clauses required, which must not override or negate the standard clauses).*

5. The Principal agrees to:

- (1) provide the Trainee Solicitor with the opportunity (either in the Firm'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;

(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 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.

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

PLS PRINT THE FULL  
NAME UNDER THE  
SIGNATURE OF  
WITNESS

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

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

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

**Notes:**

\* Delete if inapplicable.

**This contract must be witnessed by a Hong Kong solicitor holding a current practising certificate.**

# SPECIMEN

*The Law Society of Hong Kong*

"A"

## APPLICATION FOR REGISTRATION OF TRAINEE SOLICITOR CONTRACT

### A. TRAINEE SOLICITOR'S PART

(1) (a) Full name in English: CHAN TAI MAN PETER NAME OF TRAINEE SOLICITOR (AS ON HKID CARD)

(b) Full name in Chinese, if applicable:

(c) Alias(es) used in Hong Kong or elsewhere in English if applicable:

(d) Alias(es) used in Hong Kong or elsewhere in Chinese, if applicable:

(1A) I have not ever before changed my name in Hong Kong or elsewhere and my full name in English and in Chinese (if applicable) have at all times been the same as that stated in Part A(1)(a) and (b) above

OR\*

I have changed my name in Hong Kong and/or elsewhere as follows:-

| Former name in English | Former Name in Chinese | Jurisdiction in which change of name was effected | Period during which the former name was used |
|------------------------|------------------------|---|--|
|                        |                        |   |  |

(2) Address: RM 9, 5/F, 6 POK FU LAM RD, HONG KONG

(3) Telephone number: 2555-1234 (HOME) 9123-9123 (MOBILE) RESIDENTIAL ADDRESS & TELEPHONE NO.

(4) I was born on the 1<sup>ST</sup> day of JANUARY 1970, in HONG KONG and a ~~copy of my birth certificate / an extract from the records of the Registrar of Births / a statutory declaration of one of my parents / naturalisation certificate\*~~ and a copy of my *Hong Kong identity card / passport\** are attached.

(5) I have not been convicted of any offence in any Court of Hong Kong or elsewhere (other than a motoring offence not resulting in disqualification).

DELETE AS APPROPRIATE

OR\*

Excluding motoring offences not resulting in disqualification. I have been convicted of the following offence(s) in a Court of Hong Kong and/or elsewhere:

| Offence | Date of Conviction | Penalty | Jurisdiction |
|---------|--------------------|---------|--------------|
|---------|--------------------|---------|--------------|

(5A) I have not been found guilty of any disciplinary offence involving dishonesty by the institute(s) at which I completed my academic and professional stages of legal education.

OR\*

I have been found guilty of the following disciplinary offence(s) involving dishonesty by the institute(s) at which I completed my academic and professional stages of legal education.:

| Disciplinary Offence | Date of finding | Penalty | Institute that issued the finding |
|----------------------|-----------------|---------|-----------------------------------|
|----------------------|-----------------|---------|-----------------------------------|

(6) Full details of my employment history are set out below:

| Name of employer | Position | Date commenced | Date ceased |
|------------------|----------|----------------|-------------|
|------------------|----------|----------------|-------------|

|                 |       |              |              |
|-----------------|-------|--------------|--------------|
| ABC TRADING CO. | CLERK | 01 JULY 1995 | 30 JULY 1997 |
|-----------------|-------|--------------|--------------|

**OR\***

I have not engaged in any employment prior to entering into a trainee solicitor contract with the principal named below.

(7) I have passed the Postgraduate Certificate in Laws and a certified copy of my certificate(s) is attached.

(8) ~~I was not required to sit any supplementary examinations to obtain my certificate referred to in paragraph (7) above.~~

**OR\***

I was required to sit supplementary examinations in the subjects listed below to obtain my certificate referred to in paragraph (7) above.

| Subject               | Date of examination |
|-----------------------|---------------------|
| i.e.                  |                     |
| CIVIL PROCEDURE       | 23 AUG 2000         |
| PROFESSIONAL PRACTICE | 30 AUG 2000         |

(8A) I have not ever been declared bankrupt in Hong Kong or elsewhere and there are no such proceedings pending against me in Hong Kong or elsewhere.

~~OR\*~~

I have been declared bankrupt in Hong Kong and/or elsewhere and details of the bankruptcy order are as follows:

| Date of bankruptcy order | Jurisdiction | Date of discharge of the bankruptcy order |
|--------------------------|--------------|---|
|                          |              |   |

**OR\***

There are bankruptcy proceedings pending against me in Hong Kong and/or elsewhere and details are as follows:

| Date of commencement of proceedings | Status of proceedings | Jurisdiction |
|-------------------------------------|-----------------------|--------------|
|                                     |                       |              |

(9) I apply for registration of my trainee solicitor contract dated the 31<sup>st</sup> day of OCTOBER 2005 with the principal named below.

**B. PRINCIPAL'S PART**

(1) Full name: WONG DAVID

DATE OF EXECUTION BEING THE  
DATE STATED ON THE FIRST LINE OF  
THE TRAINEE SOLICITOR CONTRACT

(2) Address: 40/F, TWO EXCHANGE SQUARE, HONG KONG

(3) I am a solicitor of the High Court of the Hong Kong Special Administrative Region and I have been in continuous practice as a solicitor in Hong Kong for over 5 years. I am practising as a solicitor in Hong Kong on my own account or in partnership.

**OR\***

I am a solicitor of the High Court of the Hong Kong Special Administrative Region and I have been granted special leave by the Law Society of Hong Kong to employ trainee solicitors pursuant to section 20 of the Legal Practitioners Ordinance. I am practising as a solicitor in Hong Kong on my own account or in partnership.

DELETE  
AS  
APPRO-  
PRIATE

**OR\***

I am an employee of the ~~Department of Justice / Legal Advisory and Conveyancing Office of the Buildings and Lands Department / Land Registry / Companies Registry / Legal Aid Department / Official Receiver's Office / Intellectual Property Department\*~~ and am a ~~solicitor / person qualified to be admitted as a solicitor\*~~. I have practised as a solicitor in Hong Kong, as defined in section 20(5) of the ~~Legal Practitioners Ordinance~~, for a continuous period of over 5 years.

**OR\***

I am an employee of ~~and am a solicitor of the High Court of the Hong Kong Special Administrative Region. I have been granted special leave by the Law Society of Hong Kong to employ trainee solicitors or~~ section 20(3) of the Legal Practitioners Ordinance.

PLS CAREFULLY CHECK THE NUMBER  
OF TRAINEE SOLICITORS EMPLOYED  
BY THE PRINCIPAL INCLUDING THE  
APPLICANT TRAINEE SOLICITOR

(4) I am not employed as assistant by another solicitor.

(5) I ~~employ / act as principal for\* one / two\*~~ trainee solicitors, including the trainee solicitor named above.

(6) The trainee solicitor named above has been continuously employed by ~~me / #~~

|   |
|---|
| COMMENCE-<br>MENT DATE<br>OF TRAINEE<br>SOLICITOR<br>CONTRACT |
|---|

1<sup>st</sup> day of AUGUST 2005 and is still employed by ~~me / #~~

\* SI

~~that period the trainee solicitor has been employed in a way compatible with employment as a trainee solicitor.~~

\*\* THE DATE  
CAN BE AS  
FAR BACK AS  
3 MTHS FROM  
THE DATE OF  
EXECUTION

AND we make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Ordinance (cap 11).

(31/10/05)

Trainee Solicitors - "A"

DECLARED at ABC & Co.)  
3/F, 6 DES VOEUX CENTRAL, H.K.)  
HONG KONG SAR this 31<sup>st</sup> day of  
OCTOBER 2005)

DECLARED AT  
WHERE AND  
WHEN??

.....  
Trainee Solicitor

Before me: .....

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

PLS PRINT THE FULL  
NAME UNDER THE  
SIGNATURE OF  
WITNESS

DECLARED at .....)  
HONG KONG SAR this .....day of  
.....)

**IMPORTANT:** THIS DOCUMENT  
MUST NOT BE WITNESSED BY A  
SOLICITOR WHO IS AN EMPLOYEE  
OR PRINCIPAL OF YOUR FIRM

.....  
Principal

Before me: .....

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

*[Please read the notes on the back of this form carefully]*

