

“疫”境中的營商應變策略

Business Response Plan under the Virus Outbreak



冠狀病毒爆發如何影響業務合同

How the Coronavirus Outbreak Might Affect Your Business Contracts

批准和簽署合同

企業可能需要緊急簽署合同，但其業務夥伴可能不能或不願安排當面簽署。重大合同通常也需要公司董事會（有時甚至股東會）的批准，現今頻繁出差已成為常態，但鑒於疫情爆發期間的出行限制可能很難使所有人同時親自在場。

法律考慮

- 香港及內地合同法律法規允許以電子形式這種靈活的方式簽署合同（特定文件除外）。你可以與業務夥伴商討約定使用何種形式的電子或數字簽名。最為重要的是各方能夠證明簽名是合適及可信，並可證明各方均同意受該合同的約束。
- 上述方法適用於一般商業合同，但重要文書有一些例外情況，即仍然要求手寫簽名。例如，在香港法律下包括遺囑、某些信託文件、有關土地和財產交易的文件以及授權書；在中國內地法律下包括涉及婚姻、收養、繼承以及暫停提供公共設施服務的文件。
- 關於董事會或股東會，請先仔細查看貴公司的章程。這份文件列出了貴公司如何運營的規則。一般而言，根據公司章程，可通過電話或視頻等方式舉行會議，或可通過書面決議代替舉行會議。任何情況下，企業必須遵守所適用的公司法以及貴公司章程中的程序。

Approving and signing contract

Businesses may need to sign contracts urgently, but their business partner may be unable or unwilling to arrange a face to face meeting to sign. More significant contracts will often also require approval from a company's board of directors (and sometimes even shareholders), but nowadays frequent travel is a norm, and given travel restrictions during virus outbreaks it may not be possible to have everyone physically present at the same time.

Legal considerations

- The contract laws of both Hong Kong and mainland China are flexible in that they allow electronic signing of contracts, with some exceptions. You can discuss with your business partner on what type of electronic or digital signature is agreeable. What is most important is that the parties are able to show that the signature is appropriate and reliable and can prove that they have mutually agreed to be legally bound by a contract.
- This approach applies to general commercial contracts, however there are certain exceptions for important documents that still require handwritten signatures. For instance, generally speaking under Hong Kong law this includes wills, certain trust documents, documents about land and property transactions, and powers of attorney, and under PRC law this includes documents involving marriage, adoption, inheritance, and suspension of supply of public utility services.
- As for board or shareholder meetings, first examine your company's articles of association (its constitution) carefully. This document sets out rules on how your company should be run. Generally speaking, subject to those articles of association, you may host meetings virtually via telephone or videoconference, or you may also pass a written resolution instead of holding a meeting. In all cases, businesses must follow proper procedures under the applicable laws and your company's articles of association.



遵守合同時限

很多商業合同中都有時間要求，如通知的送達、支付條款、解除條款、期權的行使或延期條款。

法律考慮

- 許多合同使用“工作日”的概念來計算履行一定義務所需花費的時間。你應查閱合同中“工作日”的定義及所有使用該定義的條款，並且考慮你是否仍然可以遵守這些時限要求。一般而言，當一個合同中的時限以“工作日”計算時，很可能不包括公眾假期，但其他以“日/天”來計算的時限則很可能包括公眾假期。
- 國務院已經將農曆新年假期延長至2020年2月2日。部分地方政府也將假期至少延長至2020年2月9日。因此，若合同部分或全部在內地履行，上述延長的假期將很可能不構成合同中所定義的“工作日”。這會影響合同的關鍵內容，比如通知期間、支付條款以及履行期間。
- 同時，香港政府尚未宣佈任何新的公眾假期，但已經暫時關閉或暫停了一些公共設施和服務，包括郵政服務。這可能導致郵件送達的延遲，但企業很難以其不是“工作日”抗辯。

Complying with contractual time limits

Many commercial contracts contain requirements about time, such as for the service of notices, for payment terms, for termination, for the exercise of option periods, or for time extensions.

Legal considerations

- Many contracts use the concept of “Business Days” to count how much time you have to fulfil certain obligations. You should review the definition of “Business Days” and all the places in the contract where this term is used, and consider whether you can still meet those time limits. Generally, where the time limits under a contract is measured by reference to “Business Days” they will likely exclude public holidays, but other time limits measured by reference to “days” more generally may not.
- This is significant because the PRC Central Government had extended the Chinese New Year public holidays until 2 February 2020. Certain PRC local authorities have also declared additional extensions of the holiday period until at least 9 February 2020. Therefore, if part or all of your contract involves performance in mainland China, it is likely that these extended public holiday periods may not constitute “Business Days”, as defined in the contract. This will in turn affect key parts of your contract such as the notice period, payment terms and performance period.
- Meanwhile, the Hong Kong government has not declared any new public holidays yet, but has temporarily closed or suspended a number of public facilities and services, including postal services. This may cause delays to mail deliveries, but it is unlikely that businesses can argue that these were not “Business Days”.
- In all cases, the precise effect will depend on the specific wording of your contract and where exactly the contract needs to be performed.

- 總體而言，具體的影響取決於合同的特定用語及合同履行具體地點。
- 從合同角度看可能存在不確定性，建議與締約方進行積極協商討論——鑒於長期合作關係的重要性以及在當前環境下多數企業所面臨的挑戰的現實。相較於靜待期限屆滿，在期限屆滿之前與締約方主動接觸能帶來更好的協商結果，尤其對融資安排而言。
- Finally, where there may be uncertainty from a contractual perspective, it is recommended to engage in proactive discussions with contracting parties – recognizing the importance of longer-term relationships and the reality of the challenges faced by many businesses in the current environment. Our general experience is that proactive engagement with other contracting parties before a time limit may be breached can lead to improved negotiated outcomes than merely waiting for it to expire, especially for financing arrangements.

中止或解除合同

病毒爆發和其他重大事件可能會中斷供應鏈，觸發交易取消，並總體上削弱投資和消費的經濟氛圍。承受財務壓力的企業在嘗試履行合同時可能面臨挑戰。若確定不可能繼續履行義務，則可嘗試尋找中止或解除其義務的方法。

法律考慮

- 商業合同通常有不可抗力條款，以涵蓋在極端情況下發生的情況。根據中國內地法律，不可抗力在法律中被定義為不可預見、不可避免和不可克服的客觀情況。同時，香港法律強調確切的合同措辭，其中不可抗力通常被定義為超出合同各方合理控制範圍的情況，同時列出了一些特定情況類型。
- 根據2003年SARS爆發期間的法院判決可知，中國法院可能會將當前的冠狀病毒爆發視為《中華人民共和國合同法》中規定的不可抗力。如果合同沒有明確不可抗力的構成，則可能需要參考該等法院判決。
- 但是，不可抗力本身不允許各方簡單地解除合同。通常仍然需要根據公平原則確定各方的責任和義務。確認並記錄因冠狀病毒爆發和遵守相關政府公告而直接導致合同全部（或部分）履行不能的程度至關重要。各方應當採取所有合理的步驟來減輕損失，履行仍可以執行的合同部分，並在冠狀病毒疫情緩解後恢復執行合同。如果履行不能是因你的一位供應商受到冠狀病毒爆發的影響，而導致你的履行不能（即上游效應），則你應該清楚地將上述事實通知您的客戶並留存相關證明檔。
- 對於中國企業簽訂的涉外合同，中國國際貿易促進委員會（“CCPIT”）已發佈通知，其可以為冠狀病毒的爆發提供不可抗力證書。該等證書在涉外合同中是否被視為具有法律效力，將取決於合同本身的條款以及相關交易的性質和情況。

Suspending or terminating contracts

Virus outbreaks and other major events may disrupt supply chains, trigger cancellations and generally dampen the economic mood for investment and spending. Businesses under financial pressure may face challenges when trying to uphold their contracts. If they determine that continued performance is not possible, they may try to look for ways to suspend or terminate their obligations.

Legal considerations

- Commercial contracts will often have a force majeure clause to cover what happens under extreme situations. Under PRC law, force majeure is defined in statute as unforeseeable, unavoidable, and insurmountable objective conditions. Meanwhile, Hong Kong law emphasizes the exact contract wording, where force majeure is usually defined as something beyond the parties' reasonable control, and certain types of situations are then listed out.
- Based on precedents during the 2003 SARS outbreak, it is likely that the current coronavirus outbreak would be deemed a force majeure event by PRC courts pursuant to the PRC Contract Law. This may be helpful where the contract does not spell out what constitutes a force majeure.
- However, a force majeure event does not, in itself, allow the parties to simply walk away from the contract. The obligations and liabilities of the parties will generally still need to be resolved based on principles of fairness. This is where it is critical to identify and document the extent to which the failure to perform the contract (or parts of it) is directly due to the coronavirus outbreak and compliance with related government announcements. All reasonable steps should be taken to mitigate loss, to perform parts of the contracts which can still be performed, and to perform the contract after the coronavirus related challenges are alleviated. Where non-performance is due to the failure of one of your suppliers (i.e. upstream effects) affected by the coronavirus outbreak, this should similarly be very clearly conveyed to your customer and documented.
- For international contracts entered into by PRC entities, the China Council for the Promotion of International Trade has issued a notice advising that it may issue force majeure certificates for the coronavirus outbreak. Whether those certificates will be seen as having legal effect in international contracts will depend on the terms of the contracts themselves, as well as the nature and situation of the underlying transactions.

處理潛在的違約行為

儘管業務夥伴有最大的合作誠意，但仍可能無法履行合同約定的義務，因此在法律上造成違約。對於任何一方而言，這種情況並不理想，但重要的是要保持主動和務實的態度尋求出路，而不必立即訴諸法律進行補救。

法律考慮

- 若你可能因冠狀病毒爆發而無法履行合同，則應考慮在現實情況下何時可以恢復履行。審閱合同以評估由於你履行不能而對你造成的影響，並儘早與合同另一方進行真誠溝通，嘗試解決該情況。考慮合同是否仍然可以部分履行。
- 若你的業務夥伴可能違約，則應仔細審閱合同以評估可行的方法，並採取所有合理的措施來盡可能減少損失。考慮該合同的履行不能是否會反過來影響你在其他合同項下的義務的履行。在這種情況下，你還應該考慮上述第1段中的建議。
- 無論如何，你都應對導致違約的所有原因進行書面記錄。如果雙方仍希望繼續履行合同，建議通過友好協商尋求其他方法，例如延長期限、修改合同或豁免某些義務。如你與合同其他方達成協議，應當以書面形式確定。
- 若你可以通過友好協商達成一致，這比正式的爭議解決程序更可取。重要的是，保持長期的業務關係並認識到所有企業在這種環境中都面臨困難。儘管如此，如果有跡象表明這種關係破裂，請考慮是否需要就你的法律權利獲得專業法律建議，以便更好地與你的業務夥伴進行協商。

Dealing with potential breaches of contract

Despite the best intentions of business partners, it is possible that businesses will fail to meet their obligations under a contract and therefore technically be in breach. This is not an ideal situation for either party, however it is important to remain proactive and practical in finding a way out, and not necessarily resort to legal remedies immediately.

Legal considerations

- If you believe you may not be able to perform a contract due to the coronavirus outbreak, you should consider when it is realistically likely that you can resume being in compliance. Review the contract to assess the impact on you due to your non-performance. Communicate early with the other party on a good faith basis in an attempt to resolve the situation. Consider whether part of the contract may still be performed.
- If your business partner is the one who may breach a contract, you should review the contract carefully to evaluate available options, and take all reasonable steps to mitigate your losses as far as possible. Consider whether failure of this contract may in turn affect your own performance under your other contracts, in which case you should also take the actions in paragraph 1 above.
- In any case, you should document in writing all the circumstances leading up to the current situation. If both parties still want the contract to proceed, explore other options through good faith negotiations, for example time extensions, contractual amendments, or waivers of certain obligations. If you reach agreement on the way forward, do get it in writing.
- If you can get results through a good faith negotiation, this is preferable to a formal dispute resolution process. It is important to preserve long-term business relationships and recognize that all businesses are facing difficulty in this environment. That said, if there are signs that the relationship is breaking down, consider whether you need professional advice about your legal rights to better inform your discussions with business partners.

在動蕩不安中的僱傭管理要點

Employment Issues in the Spotlight During Turbulent Times



遙距及彈性工作安排

遙距工作安排適用於流行疫情爆發等時期。在這些時期，員工往返辦公室可能被視為不安全。電子郵件、虛擬專用網絡 (Virtual Private Network) 和雲計算等技術能使員工繼續為企業的客戶提供服務。

對於不適合作出遙距工作安排的行業，他們可考慮採用彈性工作安排，例如彈性工作時間和輪班制等，以保護員工。

中國內地法律考慮

- 僱主（及負責人）有責任確保工作場所安全。僱主應確保已經實施相關政策。
- 若員工加班，他們仍然有權繼續獲得加班費。另外，請注意員工加班有法定最高加班時數的限制。
- 員工遙距工作時，必須特別注意確保資訊的保密性。僱主必須實施全面的保密政策和指引。
- 僱主仍須繼續對其員工所犯的任何錯誤承擔替代責任。

香港法律考慮

- 中國內地法律考慮的第1、3和4點同樣適用於香港。
- 員工要求賠償的門檻很低。若員工在實行遙距或彈性工作安排時受傷，僱主很可能需要承擔責任。
- 除非合同另有規定，否則要求不合作的員工在家工作可能無法執行。

Remote and alternative working arrangements

Remote working arrangements are suitable during times such as an epidemic. During these times, it may not be considered safe for employees to travel to and from the office. Technologies such as email, Virtual Private Networks and cloud computing enable employees to continue servicing the businesses' clients.

For industries where remote working arrangements are not suitable, alternative working arrangements may be put in place, such as flexible working hours and shift work, to protect the employees.

PRC legal considerations

- Employers (and responsible persons) remain liable for workplace safety. Employers should ensure relevant policies are in place.
- Employees continue to be entitled to overtime pay if they work overtime. Also be mindful of the maximum overtime hours employees may lawfully be required to work.
- Special care must be taken to ensure confidentiality of information while employees work remotely. Robust confidentiality policies and guidelines should be in place.
- Employers continue to be liable to vicarious liability for any wrong committed by its employees.

Hong Kong legal considerations

- Points 1, 3 and 4 of the PRC Legal Considerations are also applicable in Hong Kong.
- The threshold for employee compensation claims is very low. In the event an employee is injured while on a remote or alternative arrangement, the employer will most likely be liable.
- Requiring uncooperative employees to work from home may not be enforceable unless otherwise provided for in the contract.

更改借調安排

借調安排通常是為了應付臨時任務。出現傳染病或其他危機時，僱主或借調人員可能希望更改借調安排，以確保借調人員的健康和安全。請注意，大多數借調安排涉及至少兩個司法管轄區（即原駐地和東道國/城市）的法律。在借調人員希望返回原駐地的情況下，必須確保符合兩地的法規要求。

中國內地法律考慮

- 如果要終止借調安排，應遵循借調協議中的終止條款。在許多情況下，僱主或僱員終止借調的條款可能有所不同。若該條款沒有明確規定終止借調之後的責任（如租金和返回原駐地的費用），當事人應尋求以和解協議的形式洽商解決。
- 如果有多名借調人員要求返回原駐地，則僱主在作出決定時應慎防歧視。中國明確禁止五類勞動就業歧視：性別、種族、殘疾、傳染病原攜帶者和農村移民。
- 如果借調人員打算永久返回原駐地，則必須註銷工作許可證。

香港法律考慮

- 中國內地法律考慮的第1和2點同樣適用於香港。香港明確禁止的歧視類別為：性別、婚姻狀況、懷孕、殘疾、家庭狀況和種族。
- 如果借調人員永久離開香港，則僱主必須遵循相關申報和潛在預扣稅的規定。

Changes to secondment arrangements

Secondment arrangements are often implemented to cater for temporary assignments. In an epidemic or other crisis, employers or secondees may wish to make changes to the secondment arrangement to ensure the health and safety of the secondee. Please note that most secondments involve laws of at least 2 jurisdictions (i.e., the home and host jurisdictions). Care must be taken to ensure compliance with both in scenarios where the secondee wishes to return to the home jurisdiction.

PRC legal considerations

- If the secondment is to be terminated, the termination clause in the secondment agreement should be followed. In many cases, terms of termination of secondment by employer or employee may be different. If the clause does not set out post-termination responsibilities (such as rental and repatriation costs) clearly, the parties should seek to negotiate and resolve these issues in the form of a settlement agreement.
- If the request for repatriation comes from multiple secondees, care must be taken to avoid discrimination. In the PRC, 5 categories of employment discrimination are recognized, they are gender, ethnicity, disability, individuals with infectious diseases, and rural migrants.
- Deregistration of work permit must be carried out in the event the secondee intends to leave permanently.

Hong Kong legal considerations

- Points 1 and 2 of the PRC Legal Considerations are also applicable in Hong Kong. The recognized discrimination categories are as follows: sex, marital status, pregnancy, disability, family status and race.
- If the secondee leaves Hong Kong permanently, there are reporting and potentially tax withholding requirements that employers must follow.

實施無薪休假或部分帶薪休假

在困難時期，實施無薪休假或部分帶薪休假可以削減企業的成本。只要運用得當，僱主可降低成本，無需在此時期裁員，他日市場再次復甦，也無需重新招聘人才。

中國內地法律考慮

- 在中國內地，認可的休假類別並不包含無薪休假或部分帶薪休假。因此，這類休假只能在員工同意的情況下實施（見下文第3和4點）。僱主單方面實施無薪休假或部分帶薪休假可能有嚴重的法律後果。
- 在決定要求哪名員工實施無薪休假或部分帶薪休假時應避免帶有歧視。有關歧視類別，請參見上一項。
- 在若干情況下，即使僱員同意接受無薪休假或部分帶薪休假的安排，一旦告上法庭，相關協議仍可能無法執行。
- 無薪休假或部分帶薪休假並不普遍，許多員工可能並不熟悉這類安排。

Initiation of unpaid or part paid leave

One possible way of reducing costs during turbulent times is to put staff on unpaid or part paid leave. If used appropriately, employers can reduce costs while eliminating the need for termination and sourcing for talent once the market picks up again.

PRC legal considerations

- Unpaid/part paid leave are not types of leave recognized in the PRC. It may therefore only be utilized if agreed by the employee (see point 3 and 4 below). Unilaterally imposing unpaid or part paid leave on employees can lead to serious legal consequences.
- Be mindful to avoid discrimination when choosing employees to go on leave. See above item for the recognized discrimination categories.
- In some cases, even if the employee agrees to take part paid/unpaid leave, that agreement may not be enforceable if taken to court.
- It must be borne in mind that part paid/unpaid leave is not widely used and unfamiliar to many employees.

- 如果員工願意接受無薪休假或部分帶薪休假的安排，則所有相關通訊均應記錄在案，僱傭雙方應簽訂協定，以避免發生糾紛。

- In the event an employee is willing to take part paid/unpaid leave, all correspondence should be documented and the parties should enter into an agreement to avoid disputes.

香港法律考慮

- 在決定要求哪些員工實施無薪休假或部分帶薪休假時，僱主的決定應避免帶有歧視。有關歧視類別，請參見上一頁。
- 香港僱主以往曾經實施無薪休假或部分帶薪休假。這類安排應在合同中作出規定，以避免發生糾紛。
- 如果僱員被迫接受無薪休假或部分帶薪休假的安排，僱員可以控告僱主違反僱傭合同及 / 或推定解雇。

Hong Kong legal considerations

- When choosing employees to take part paid/unpaid leave, the employer should take care to avoid discrimination. See above item for the recognized discrimination categories.
- Hong Kong has a history of employers offering part paid/unpaid leave. The arrangement should be set out in a contract to avoid disputes.
- If employees are forced into part paid/unpaid leave, employees may sue the employer for breach of employment contract and/or constructive dismissal.

延期聘用及 / 或支薪

在困難時期下，僱主一般會停止擴充人員編制。然而，若僱主已經發出聘書或合同，在別無選擇的情況下，僱主可能不得不延遲新員工開始受僱工作的日期。對於陷入困境的僱主來說，在不得已的情況下可能需要延遲支付薪酬工資。然而，延期聘用 / 支薪的做法並不簡單並附帶風險。

Deferral of employment and/or payments

During turbulent times, employers generally stop expanding the work force. However, in cases where an offer or contract has already been made, the employer may have no choice but to defer the start of employment for the new joiners. For employers who are in desperate situations, it may have no choice but to defer making payment of wages. However, as can be seen below, deferral of employment/payment is not straight forward and carries risk.

中國內地法律考慮

- 大部分聘書載有開始受僱日期的條款。若雙方已簽署相關聘書，僱主便很難延遲聘用該僱員。單方面延遲聘用可能會導致僱員提出索賠。
- 延遲支薪是違反勞動法的行為。僱員有權就延遲支薪單方面終止僱傭合同。
- 僱員可能會同意延遲支薪，但這並不能解除僱主的責任。

PRC legal considerations

- Most offer letters contain a commencement date. Once such offer letter is signed by both parties, it will be extremely difficult for the employer to defer the commencement of employment. Unilaterally imposing a deferral may result in a claim by the employee.
- Late payment of wages is a violation of the labour laws. Employees may be entitled to unilaterally terminate the employment contract on late payment of wages.
- Employees may potentially agree to late payment of wages, but it does not absolve the liability of the employer.

香港法律考慮

- 中國內地法律考慮的第2點同樣適用於香港。
- 在困難時期，延期聘用在香港頗為常見。僱員可自由決定是否拒絕延期聘用的要求。
- 如果僱員同意延期支付薪酬工資，則雙方應訂立協議，以避免日後發生爭議。

Hong Kong legal considerations

- Point 2 of the PRC Legal Considerations is also applicable in Hong Kong.
- Deferral of employment in Hong Kong is quite common during difficult times. Employees however are free to reject the request for deferral of employment.
- If employee agrees to late payment of wages, the parties should enter into an agreement to avoid future disputes.





裁員和終止僱傭合約

Layoffs and termination of employees

在別無選擇的情況下，僱主可考慮裁員和終止僱傭合約。由於裁員和終止僱傭合約對企業其他的業務也可能會產生影響，我們一般不建議僱主採取相關行動。從勞資關係的角度來看，這樣做還會打擊士氣，使留下來的員工人心惶惶。從僱傭法律的角度來看，裁員和終止僱傭合約也不是能夠輕易作出的選擇。

As a last resort, employers may consider layoffs and termination of employees. This is generally not a recommended option due to the implications it may have on the rest of the business. From an employee relations perspective, it also hurts morale and creates uncertainties for those who remain. This is also not an easy option from an employment law perspective.

中國內地法律考慮

- 因為疫情或其他因素導致業務下滑並不是裁員和終止僱傭合約的理由。
- 大規模裁員之前需要通知地方勞動局，並要慎重考慮地方勞動局的意見。
- 在中國內地的解僱必須提供理由。無理由解僱的員工可恢復原職，或僱主向解僱員工支付遣散費。
- 即使員工處於試用期，也不表示僱主可隨意解僱相關員工。僱主必須提供員工未能通過試用期的理由。

PRC legal considerations

- An epidemic or other factors leading to downturn of business is not a reason for layoffs and termination.
- Mass layoffs require prior notice to the labour bureau and the opinions of the labour bureau shall be duly considered.
- Terminations in the PRC generally must be with cause. Wrongly dismissing an employee may result in the employee being reinstated or severance payments to be made.
- Just because an employee is on probation, it does not mean the employer can freely terminate the employee. Reasons must be provided as to why the employee does not pass probation.

香港法律考慮

- 解僱員工必須按照僱傭合約中的解僱相關條款進行。
- 如解僱高層員工，應訂立和解協議，以避免日後發生爭議。爭議一般與限制性契諾的可執行性相關。
- 儘管香港僱主可以不解釋理由解僱員工，僱主應注意有可能產生的非法解僱問題。
- 僱主應向被解僱的合資格僱員支付遣散費。僱主不能將解僱標籤為無理由解僱來規避支付遣散費。

Hong Kong legal considerations

- Termination of employees must be carried out in accordance with the termination clause in the employment contract.
- For senior employees, always enter into settlement agreements to avoid disputes. Disputes usually surround enforceability of restrictive covenants.
- While employers may terminate employees in Hong Kong without cause, employers need to be mindful of unlawful terminations.
- Severance payments may be payable for qualifying employees who are made redundant. Employers cannot avoid payment of severance payment by labelling a redundancy as termination without cause.

資料來源 Source:



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