

**MUST READ:**

***YOU'RE FIRED!***  
**IS IT REALLY THAT SIMPLE?**

**TIME FOR A  
BUSINESS CHECK-UP**



**SO, YOU LIKE TEXTING YOUR  
STAFF AFTER OFFICE HOURS...**

**LAWYER JOKE OF THE DAY:  
THE CHARITABLE COUNSEL**

**VOLUME 44, SEPTEMBER 2026**

# **THE BRIEF**



ADVOCATES & SOLICITORS

# EDITOR'S NOTE

Being a boss is tough these days.

You can't seem to do what you used to do anymore.

There seems to be a rule for everything: what you can say, what you can do, and even when you can text your staff.

But legally, what can and can't you actually do?

Then there are all the other things that come with running a business, contracts, disputes, regulations, and the occasional legal problem you never saw coming.

So for this edition of The Brief, we're looking at the law behind some very everyday business decisions.

**Walter Silvester**

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# **YOU'RE FIRED!**

## **IS IT REALLY THAT SIMPLE?**

Singapore's Employment Claims Tribunals just published their first ever written/reported decisions.

Five cases, and they show dismissal is rarely as clean as founders think:

### **1. Suspicion isn't proof.**

One employer lost a dismissal case because it couldn't show just cause or excuse for the dismissal - only that something had gone wrong, not that the employee was to blame for it. Believing someone acted badly isn't the same as proving it in front of a tribunal.

### **2. Paying notice doesn't let you skip the process.**

Think paying notice instead of investigating gets you off the hook? It doesn't. Where misconduct is the real reason for the exit, make sure the employee knows what's alleged, gets a real chance to respond, and has that response weighed with an open mind before you decide.

### **3. Treat similar cases alike.**

Tribunals compare how you treated comparable employees in similar situations. Inconsistent sanctions for similar misconduct get picked apart fast, so document the reasoning behind every decision.

### **4. Past generosity isn't a promise.**

An employer who'd always paid retrenchment benefits assumed that history created an obligation. It didn't. A handbook policy doesn't become a legal right unless it's in the contract or you've made specific promises staff relied on. Bonuses and share vesting work the same way: it's about the contract, not what you've handed out before.

### **5. No records, no defence.**

An employer claimed attendance records simply didn't exist. The tribunal didn't believe them, drew the worst possible inference, and the employer lost the case on it.

### **6. Retirement age doesn't end employment on its own.**

One employer waited until three months past a staff member's retirement age, then ended things on the spot with no notice or pay in lieu, and was ordered to pay up. Any re-employment offer must also meet the one-year statutory minimum.

***Based on insights from Morgan Lewis' analysis of Singapore's first published Employment Claims Tribunals decisions. [Read here for more.](#)***

# TIME FOR A BUSINESS CHECK-UP

Most founders only check their legal documents when signing them, or when something's gone wrong. But as your business changes, some documents need another look.

## Shareholders' Agreement

New shareholders? Changed roles? Check what happens if someone exits, dies, or stops getting along with the rest.

## Employment Agreements

The contract you used for employee number one may still be used for number twenty. Make sure it still reflects how your people actually work.

## Customer Contracts

Bigger deals, bigger risks. Check payment terms, liability, termination rights, and exactly what you've promised to deliver.

## Supplier and Vendor Agreements

What if they don't deliver? Can prices change? Can you exit the deal? Who carries the loss?

## IP Documents

Your logo, software, content, and designs may have been made by employees, founders, or outside contractors. Make sure the business actually owns what it thinks it owns.

## Privacy Policy and Data Agreements

You're probably collecting more personal data now than when those documents were written. Make sure the paperwork still matches what you actually do.

## Website Terms

Your website's changed. Your business has changed. Did the terms sitting at the bottom of the page change with them?

Not sure where to begin?

Download our **Free Business Document Checklist** on the next page and see which documents your business already has and what may be missing.

The screenshot displays the LegallyFirst website interface. At the top, a navigation bar includes links for 'How It Works', 'Pricing', 'Services', 'Contract Checker', 'Resources', 'About', and 'FAQ', along with a 'Get Started' button. The main section is titled 'Contract Checker' and features a text box for uploading a document, with a note about a preliminary screening and a 'Free analyses remaining today: 3 of 3' indicator. Below this, a 'Drop your document here' button is shown. To the right, a pricing section titled 'Select a package that supports your business. All prices are fixed and transparent.' lists four packages: 'Startup' (\$3,600, Save Up to 40%), 'Growth' (\$4,800, Save Up to 45%), 'Enterprise' (\$8,800, Save Up to 50%), and 'Legal Counsel' (\$1,500 / 4 hours, Save Up to 45%). Each package lists the documents included, such as Shareholders' Agreement, Constitution, Employment Agreement, Core Commercial Contract, IP Assignment, Data Protection / Privacy Policy, Terms of Use / Website Terms, and NDA.

**Startup** **\$3,600** *Save Up to 40%*

- Shareholders' Agreement
- Constitution
- Employment Agreement (Founder)
- Employment Agreement (Non-founder staff)
- Core Commercial Contract

**Growth** **\$4,800** *Save Up to 45%*

- Shareholders' Agreement
- Constitution
- Employment Agreement (Founder)
- Employment Agreement (Non-founder staff)
- Core Commercial Contract

**Enterprise** **\$8,800** *Save Up to 50%*

- Shareholders' Agreement
- Constitution
- Employment Agreement (Founder)
- Employment Agreement (Non-founder staff)
- Core Commercial Contract
- IP Assignment
- Data Protection / Privacy Policy (GDPR Compliant)
- Terms of Use / Website Terms
- NDA

**Legal Counsel** **\$1,500** / 4 hours *Save Up to 45%*

- Direct access to senior lawyers and directors
- Strategic counsel on critical transactions and decisions
- Experienced guidance for founders, boards, and management

# Business Document Checklist

Tick the ones you have and make sure everything is in order. If you are unsure about any of them, contact us at [info@legallyfirst.com](mailto:info@legallyfirst.com) or use our free [Contract Checker](#).

## Company and Ownership

### ☐ Shareholders' Agreement

*Ownership, decisions, exits and disputes.*

### ☐ Company Constitution

*Rules governing the company and shareholders.*

### ☐ Founders' Agreement

*Roles, equity, responsibilities and exits.*

### ☐ Partnership / Joint Venture

#### **Agreement**

*Roles, contributions, profits and disputes.*

### ☐ Share Purchase / Investment

#### **Agreement**

*Investor rights, warranties and obligations.*

### ☐ Corporate Records & Resolutions

*Key decisions, appointments and ownership changes.*

## People

### ☐ Employment Agreements

*Pay, duties, confidentiality and termination.*

### ☐ Contractor / Freelancer Agreements

*Work, payment, confidentiality and IP ownership.*

### ☐ Employee Handbook & HR Policies

*Workplace rules, leave and employee procedures.*

## Customers and Suppliers

### ☐ Customer / Service Agreements

*Payment, deliverables, liability and termination.*

### ☐ Supplier / Vendor Agreements

*Pricing, delivery, liability and termination.*

### ☐ Terms of Sale

*Payment, refunds, warranties and delivery.*

### ☐ Distribution / Reseller Agreements

*Territory, pricing, exclusivity and termination.*

## Protecting the Business

### ☐ NDAs / Confidentiality Agreements

*Protection of confidential business information.*

### ☐ Intellectual Property Documents

*Ownership and use of your business IP.*

### ☐ Licensing Agreements

*Rights to use or license intellectual property.*

### ☐ Privacy / PDPA Documents

*Collection, use and protection of personal data.*

### ☐ Data Processing Agreements

*How third parties handle personal data.*

### ☐ Website Terms & Conditions

*Rules covering use of your website and services.*

## Money and Premises

### ☐ Lease / Tenancy Agreements

*Rent, renewal, obligations and exit terms.*

### ☐ Loan / Financing Agreements

*Repayment, security, obligations and default.*

### ☐ Personal Guarantees

*Personal liability for company obligations.*

### ☐ Insurance Policies

*Cover for your current business risks.*

### ☐ Settlement Agreements

*Payments, confidentiality and ongoing obligations.*

## Looking Ahead

### ☐ Business Succession Documents

*Death, retirement, incapacity and succession.*

### ☐ Exit / Sale Documents

*Ownership transfer and eventual business sale.*

# SO, YOU LIKE TEXTING YOUR STAFF AFTER OFFICE HOURS...

Many bosses do it.

A WhatsApp after dinner, an email on Sunday, or a request for something by morning.

But what does the law say?

## **You can contact your staff after working hours.**

Singapore currently has no general legal “right to disconnect”, so there is no blanket rule stopping employers from messaging staff after work.

## **A message and actual work are not necessarily the same thing.**

Sending a message is one thing. Regularly requiring an employee to perform work outside their normal hours may be another.

## **Overtime rules may apply.**

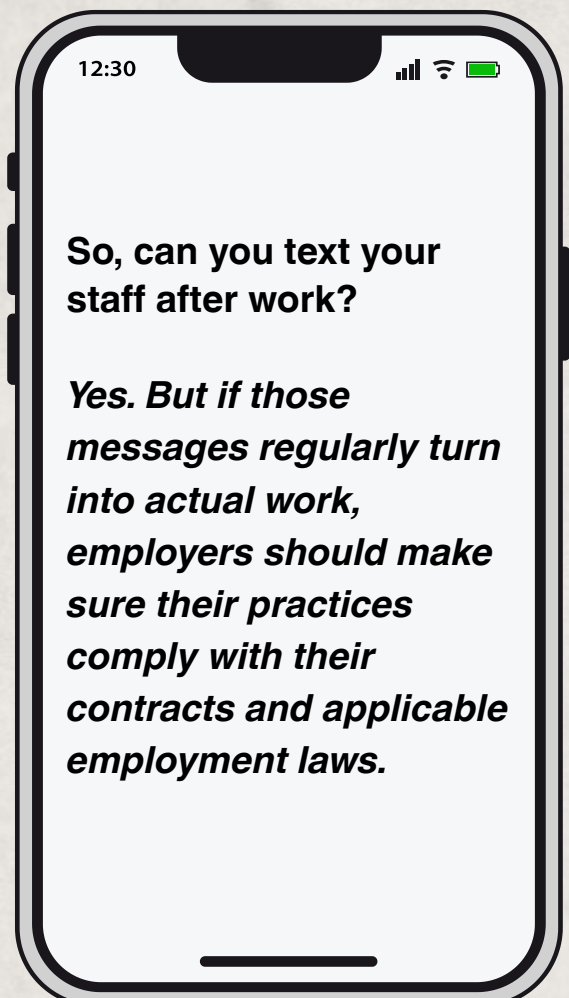
For employees covered by the Employment Act’s working hours and overtime provisions, additional work may attract overtime pay and is subject to limits on working hours. This doesn’t cover everyone, though - only workmen and other employees earning below the salary threshold set under Part IV of the Employment Act fall within these overtime rules. Most PMEs and senior staff have no statutory overtime entitlement at all; for them, protection comes only from what’s written into their employment contract.

## **Your employment contract still matters.**

Working hours, overtime arrangements and an employee’s duties may also depend on what you have agreed in the employment contract.

## **WhatsApp can become evidence.**

Messages can be used to show when instructions were given, what work was requested and potentially how much work was being done outside normal hours.



# LAWYER JOKE OF THE DAY: THE CHARITABLE COUNSEL

A charity organisation calls a wealthy senior lawyer.

"Hello! We were wondering if you would like to make a donation to our charity."

The lawyer replies,

"Do you know that my mother has enormous medical bills?

That my brother can't work?

That my sister is raising three children alone?"

The caller goes quiet.

"I'm terribly sorry. We didn't know."

The lawyer continues,

"Well, I don't give them any money. Why would I give you any?"





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Disclaimer: The content in this newsletter is for general information only and does not constitute legal advice.