



AUSTRALIAN EMBASSY  
BEIJING

[insert date]

Dear [insert name],

I am pleased to confirm your engagement in the position of [insert position] at [insert department] with the Australian Embassy, Beijing. Details of your conditions of service are as follows:

Designation: [insert position]  
Position number: [insert position number]  
Level: [insert level]  
Monthly Salary: [insert monthly salary]  
Date of Commencement: [insert date]

Confirmation of your employment is subject to the satisfactory completion of a [insert period] probationary period. Following successful completion of your probation period, ongoing employment with the Australian Embassy is conditional upon you maintaining a valid DSB signed employment contract.

Attached is a copy of Locally Engaged Staff's (LES) Conditions of Service and the LES Code of Conduct. We request that you read these documents carefully and if you accept these terms and conditions please sign the copy of this letter and the attached acceptance letter and return it to our Human Resource Section.

Should you require any further information, please do not hesitate to call me on [insert extension number] or s 22(1)(a)(ii) or email HR at [s 22\(1\)\(a\)\(ii\)@dfat.gov.au](mailto:s 22(1)(a)(ii)@dfat.gov.au).

Yours sincerely,

[insert name]

Minister Counsellor (Management) and Consul General  
Australian Embassy, Beijing

**ACCEPTANCE LETTER - TERMS AND CONDITIONS OF ENGAGEMENT**

I do hereby accept the offer of employment with the Australian Embassy

Designation: [insert position]

Level: [insert level]

I agree to the terms of my appointment, understand and accept the conditions of service as set out in the contract between the Australian Embassy Beijing and myself.

Signature: .....

Name:

Date:

Witnessed by: .....

Name:

## CONTRACT FOR FIXED-TERM EMPLOYMENT

**OFFERED BY:** Australian Embassy  
21 Dongzhimenwai Dajie  
100600, Beijing

**TO:** **insert name**

**POSITION NUMBER & TITLE:** **insert position title and number**

**GRADE:** **insert position level**

**DUTIES:** as per 'Job Description'

**SUPERVISOR:** **insert A-based name**

**NATURE OF EMPLOYMENT:** Full Time

**CONTRACT PERIOD:** From **insert date** to **insert date**

**PROBATION PERIOD:** 90 days

**PERIOD OF NOTICE:** 1 month

**SECTION:** **insert department**

**WORKING HOURS:** 37.5 hours per week

**SALARY:** RMB **insert amount** per month

**LOADING:** RMB **insert amount** per month

**EMPLOYER SGC:** **insert percentage** (of salary)

**PERFORMANCE BONUS:** Payable annually in accordance with the Embassy's performance management system

**RECREATION LEAVE:** 20 working days per year

**PERSONAL/CARERS LEAVE:** 15 working days per year

**POST HOLIDAYS:** 14 days per year, as approved by the Head of Mission (not generally paid during periods of LWOP. Refer to attached *Non-National Locally Engaged Staff Terms and Conditions of Employment 2025*)

**SECURITY:** Employment with the Embassy is subject to compliance with the attached Post Security Instructions, as may be amended from time to time, and any additional security instructions which may be issued from time to time by Post Management or the Head of Mission.

**CODE OF CONDUCT:**

To be signed and retained on file

**DISPUTES:**

Embassy procedures for managing complaints and grievances are set out in the LES Human Resources Manual on the DFAT Intranet. Disputes over performance ratings should be managed in accordance with LES Human Resources Manual on the DFAT Intranet.

The attached document '*Non-National Locally Engaged Staff Terms and Conditions of Employment 2020*', which may be amended from time to time, contains full details of the employment conditions applying to this Contract for Fixed-Term Employment. Any attachments to this Contract or related documents form part of the Embassy's human resources policy, as amended from time to time, with which the Employee agrees to comply fully.

The interpretation and performance of this Contract shall be subject to, and governed by, the laws of the People's Republic of China

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_

Employee

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_

Minister-Counsellor (Management) and Consul-General



AUSTRALIAN EMBASSY  
BEIJING

insert date

Dear insert name,

I am pleased to advise that you are being offered the role of insert position with the Australian Embassy, Beijing in accordance with the following details:

Designation: insert position title and level  
Salary: RMB insert amount per month  
Loading: RMB insert amount per month  
Employer Superannuation Contribution: insert percentage (of salary)  
Period of Employment: From insert date to insert date  
Hours of Duty: 37.5 hours per week

Attached is a copy of your contract and acceptance letter for the position for you to complete. Please sign both documents and return to the Human Resources Section as soon as possible.

Should you require any further information, please do not hesitate to call me on insert extension or email HR at <sup>s 22(1)(a)(ii)</sup> [insertname@dfat.gov.au](mailto:insertname@dfat.gov.au).

Yours sincerely,

insert name

Minister-Counsellor and Consul-General  
Australian Embassy, Beijing

**ACCEPTANCE LETTER - TERMS AND CONDITIONS OF ENGAGEMENT**

I do hereby accept the offer of employment with the Australian Embassy

Designation: **insert position title**

Level: **insert level**

I agree to the terms of my appointment, understand and accept the conditions of service as set out in the contract for fixed term employment between the Australian Embassy Beijing and myself.

Signature: .....

Name:

Date:

Witnessed by: .....

Name:



## LETTER OF APPOINTMENT

In accordance with the terms and conditions in the Agreement signed by the Australian Consulate-General in Guangzhou (hereinafter referred to as the “**Consulate-General**”) and the Service Office for Foreign Establishments in Guangdong Province (hereinafter referred to as the “**Service Office**”) on 04 November 2008, the Consulate-General hereby appoints Ms. XXX (name in Pinyin and in English) to work in the Consulate-General as Visa Processing Officer (position). The said Seconded shall work thirty-seven (37) hours and thirty (30) minutes per week and shall work seven (7) hours and thirty (30) minutes (excluding lunch) per day as per the Consulate-General’s flexible working hours system. If the Consulate-General arranges the Seconded to work overtime, the Consulate-General shall compensate the Seconded with overtime pay or arrange supplementary leaves in accordance with the relevant Chinese labor laws and regulations. The Consulate-General has agreed to pay the Service Office RMB XXX per month as the said Seconded’s basic monthly salary. Any changes in the salary shall be in accordance with the terms and conditions stipulated in the Agreement.

s 47E(c), s 47E(d)

The said Seconded will work for the Consulate-General until Day/Month/Year. The first two (2) months from the date when he/she is appointed by the Consulate-General will be the probation period. During the probation period, if the said Seconded is proven to be not fulfilling his/her appointment conditions, the Consulate-General can terminate the appointment with immediate effect at any time, and notify the Service Office and the Seconded in writing thereof. Any Seconded may terminate his/her service with the Consulate-General by giving three (3) days prior written notice and notify the

Consulate-General and the Service Office in writing. In this case, none of the three parties is obliged to pay any additional compensation.

If no objection is raised by any of the three Parties thirty (30) days prior to the expiry of the appointment, the appointment term of such Seconded shall automatically be extended for another one (1) year. Thereafter, if no objection is raised by any of the three parties thirty (30) days prior to the expiry date of the extended appointment, the Consulate-General will continue the appointment of such Seconded on open-term basis, until the effective date on which the appointment is duly terminated or rescinded by the Consulate-General or the Seconded.

The Letter of Appointment is written in both Chinese and English. Both language versions are of equal legal validity, with the Consulate-General, the Service Office and the said Seconded each holding one (1) original copy thereof.

The Letter of Appointment will come into effect as of Day/Month?Year.

The Australian Consulate-General in Guangzhou  
(Chop)

Authorized Officer:

Date:

Appointed Seconded's signature for Confirmation:

Date:



AUSTRALIAN CONSULATE-GENERAL  
GUANGZHOU

To: XX

Date: Day/Month/Year

File number: XXX

Dear XX,

### **Letter of Appointment**

I refer to our recent correspondence in relation to your employment by the Australian Consulate-General Guangzhou (the “**Consulate**”).

This letter, once signed by you, shall constitute an employment contract (“**Employment Contract**”) between the Consulate and yourself.

We set out the terms of your employment are as follows:-

#### **1 Commencement Date and Term**

Your employment shall commence on XX (“**Commencement Date**”) and shall continue in force, subject to the remaining terms of this Employment Contract, until XXX.

#### **2 Agency, Position level, title and number**

2.1 Agency: Department of Home Affairs (HA)

2.2 Position Level: LE XX

2.3 Position Title: XX

2.4 Position Number: XX

#### **3 Location**

You shall normally be based at the Consulate’s office premises in Guangzhou but may be required to travel to such places for such periods, by such means and on such occasions as the Consulate may from time to time reasonably require for the proper performance and exercise of your duties.

#### **4 Work Duties**

Your principal work duties are set out in Attachment 1 hereto.

#### **5 Working Hours**

You shall work on a full-time basis.

## 6 Salary

Your gross annual salary is the standard increment point of the Chinese Nationals Locally Engaged Staff (LES) rates plus a variable Expatriate LES Salary Loading (“**the Loading**”). The Loading is calculated to align total benefits for Chinese Nationals and Expatriates when the Social Insurance for Nationals is taken into account. For this contract, the Loading is **XX**

The Loading comprises the following social insurance schemes as adjusted from time to time by the Guangdong Provincial Government -

- Pension (employer contribution)
- Medical insurance
- Unemployment insurance
- Basic injury insurance
- Housing fund contribution

Changes to the social insurance rates (both up and down) can vary at any time. The rates are advised to the Consulate by the Service Office of the Foreign Establishments in Guangdong (“**Service Office**”). Adjustments to the Loading will be incorporated into any future contracts.

If you are an Australian resident for tax purposes and eligible for employer contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992*, the Loading will be reduced by the corresponding percentage that is paid into your nominated superannuation account.

## 7 Terms and Conditions

Your attention is drawn to the *Non-National Locally Engaged Staff (LES) Terms and Conditions of Employment* (“**Terms and Conditions**”), as set out in Attachment 2 hereto, which (i) contain various provisions relating to your employment by the Consulate, (ii) set out various rules, practices, procedures and benefits applicable to your employment by the Consulate and (iii) are hereby expressly incorporated into this Employment Contract and form an integral part thereof.

For the avoidance of doubt, in the event of any inconsistency between any of the terms of this letter on one hand, and any terms set out in the Terms and Conditions on the other hand, the relevant terms of this letter shall prevail.

## 8 Miscellaneous

The following miscellaneous provisions shall apply:-

- 8.1 All other terms of your employment not covered herein are contained in the Terms and Conditions.
- 8.2 The terms set out in this Employment Contract supersede all prior discussions and agreements between the Consulate and you regarding the subject matter hereof.
- 8.3 The Attachments to this Employment Contract form an integral part hereof.
- 8.4 This Employment Contract shall be in English only.

**8.5** This Employment Contract shall be signed in two (2) original English versions. The Consulate and you shall each retain one original version.

Please confirm your agreement to the terms set out above by signing below and returning a signed copy to us.

We would be grateful if you would confirm your agreement to the terms of this letter by signing and returning to us the enclosed duplicate copy of this letter.

Yours sincerely,

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XX  
**Australian Consulate-General Guangzhou**

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To: XX  
**Australian Consulate-General Guangzhou**

From: XX

Dear XX

I refer to your letter dated XX setting out details of the Employment Contract between the Australian Consulate-General Guangzhou and myself.

I confirm my agreement to all the terms contained therein and agree to be bound accordingly.

Yours sincerely,

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Name: XX  
Date: / / 20

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**Attachment 1**

**Job Description**

This position works within a large team comprising both locally engaged visa processing officers and other expatriate decision makers. Under general direction, the decision maker's role is to analyse and assess all available information before producing lawful, high quality decisions on visa applications across a range of visa subclasses.

s 47E(c), s 47E(d)

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**Attachment 2**

**Non-National Locally Engaged Staff (LES) Terms and Conditions of Employment**

Please see the document at intranet [s 22\(1\)\(a\)\(ii\)](#)



















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**Subject:** Template - Offer of Employment with the Australian Consulate General Shanghai - Chinese LES [SEC=OFFICIAL:Sensitive]  
**Attachments:** Documents required by SFASD.docx; Health Check required by SFASD.docx  
**Importance:** High

Ms XXX

I am writing to confirm previous verbal advice that you have been selected for the employment with the Australian Consulate General Shanghai to fill the position of **XXX**

Employment is offered for **XX months** from XX to XX at a monthly salary of XX(before tax) **s 33(a)(iii)** with a **probationary period of XX months**. Please note this offer is subject to the successful completion of the **s 33(a)(iii)** requirements (including a health check and a series of notarial checks). We strongly suggest you to undertake health checks, notarial checks first and obtain clearance of both from the Consulate before you tender your resignation to your current employer.

**s 33(a)(iii), s 47E(c), s 47E(d)**

Please note you are required to go to the following appointed hospital for health check. When you complete health check, please let the hospital know that report should sent directly to 上海市外国机构服务处.

### 上海华东医院体检中心

地址: 上海延安西路221号3号楼2楼体检中心 电话 **s 47F(1)**

**s 33(a)(iii), s 47E(c), s 47E(d)**

**s 47F(1)**

**s 33(a)(iii), s 47E(c), s 47E(d)**

**s 47F(1)**

Tel: **s 47F(1)**

Fax: **s 47F(1)**

Email: **s 47F(1)**











Australian Consulate General  
Shanghai

## CODE OF CONDUCT OF LOCALLY ENGAGED STAFF

### Introduction

The Consulate expects Staff Members to observe the same high standard of conduct, probity and integrity as that required of Australia-based staff. The Consulate is the official representative of the Australian Government and consequently Australian principles and standards of conduct will apply in the workplace. The key underlying principles of such conduct are:

- to act in accordance with the local law and applicable Australian law;
- to deal equitably, honestly and in a professional manner with both the public and colleagues;
- to ensure there is no real or apparent conflict of interest; and
- to ensure professional or personal behaviour does not bring the Consulate or Australia into disrepute.

### Application and Implementation

The LES Code of Conduct forms part of the conditions of appointment of Staff Members and must be signed by Staff Members working at the Consulate to acknowledge that they have read and understood it, and will abide by its contents.

Signed copies of the LES Code of Conduct are retained at post on personnel files.

Spouses of Australia-based staff (including those who are Australian Public Service staff members on LWOP), who are engaged as Staff Members, are required to comply with these guidelines. This does not, however, absolve such Staff Members from the responsibility of complying with the relevant sections of the *DFAT Code of Conduct for Overseas Service*, so far as it applies to them as spouses, or from complying with the Australian Public Service values as contained in relevant legislation and guidelines.

The LES Code of Conduct operates in conjunction with, and does not override or supersede, any Agency-specific guidelines.

Staff Members are at all times subject to the authority of the HOP and the Staff Member in charge of the section in which he or she is appointed. The relevant Australia-based supervisor or Staff Member supervisor has the primary responsibility for ensuring that the required standards of conduct and work performance are met and maintained by Staff Members. Serious breaches of this LES Code of Conduct will be subject to disciplinary action, including dismissal.

### The LES Code of Conduct

1. A Staff Member must at all times behave in a way that upholds the integrity and good reputation of the Consulate
2. A Staff Member's personal behaviour, including his/her behaviour outside office hours, can affect the good reputation of a post.
3. A Staff Member's dress and appearance should be in accordance with standards appropriate to a Staff Member's duties.
4. A Staff Member should not be under the influence of alcohol, drugs or other prohibited or performance impairing substances in the work place.
5. A Staff Member must behave honestly and with integrity in the course of their appointment with the Consulate.
6. Staff members should not use their official position to influence improperly or try to influence colleagues or members of the public by giving or receiving gifts or by entering into financial or other arrangements with them.
7. A Staff Member must act with care and diligence in the course of his/her appointment with the Consulate.
8. In the course of his/her duties a Staff Member is required to:
  - be fair and impartial;
  - give persons likely to be affected by a decision an opportunity to have their case considered;
  - be prompt;
  - explain the reasons for action/decisions;
  - and at all times act according to local law and applicable Australian law.
9. A Staff Member, when acting in the course of his/her appointment with the Consulate, must treat members of the public and colleagues with respect and courtesy, and without coercion or harassment of any kind.
10. Staff Members are required to:
  - treat members of the public and colleagues equitably and fairly, regardless of their sex, marital status, ethnicity, age, sexual orientation, disability or religious beliefs or any other similar ground;
  - be professional and courteous at all times; and
  - provide assistance to the public and to help them understand their entitlements and obligations.
11. A Staff Member must comply with any lawful and reasonable direction given by a person in the Consulate, who has the authority to give the direction.
12. A Staff Member must maintain appropriate confidentiality including about information obtained during the course of his/her appointment.
13. A Staff Member must observe the security policies of the Consulate.
14. Official information must not be disclosed to any person unless a Staff Member is authorised to do so in the course of his/her duties.
15. A Staff Member must not misuse information obtained in the course of his/her duties, including taking advantage of another person on the basis of information held about the person in official records.
16. A Staff Member must disclose, and take reasonable steps to avoid, any conflict of interest, either real or apparent, in connection with his/her appointment in the Consulate, including in relation to any outside employment and/or business activities.
17. A Staff Member must seek the permission of the HOP before engaging in outside employment.
18. The Consul General may not grant permission to engage in outside employment which is incompatible with the Staff Member's duties on behalf of the Consulate.

19. A Staff Member who has an interest, financial or otherwise, including in respect of family and friends, that could conflict with the proper performance of his/her duties must disclose this interest to his or her supervisor and take whatever action is necessary to avoid that conflict.
20. A Staff Member must use the resources of the Consulate in a proper manner.
21. A Staff Member must be scrupulous in the use of official money, human and other resources.
22. A Staff Member is required to avoid waste or extravagance in the use of the Consulate's resources.
23. A Staff Member has a responsibility to care for and maintain Consulate property.
24. The property of the Consulate is to be used for official purposes only, and is to be used efficiently and effectively.
25. A Staff Member must not, in the course of his/her appointment with the Consulate provide false or misleading information in response to a request for information that is made for official purposes.
26. A Staff Member is expected to exercise reasonable care in giving written or oral information or advice and take reasonable steps to ensure that the information provided is accurate.
27. Where there are doubts about the reliability of information this should be checked with a supervisor.
28. Where the information being given is of an interim or conditional nature, this should be made clear.
29. A Staff Member must not make improper use of inside information, or the Staff Member's duties, status, power or authority in order to gain, or seek to gain, a benefit or advantage for the Staff Member, or for any other person, including the acceptance of gifts, sponsored travel, hospitality, accommodation, hire car costs and entertainment.
30. These restrictions also apply to the families of staff members, where the gift or benefit is a direct result of the official duties of the Staff Member.
31. Gifts or benefits generally should not be accepted. In cases where not accepting the gift/benefit would cause offence to an extent that could adversely affect Australia's interests, a gift or benefit can be accepted only with the written approval of the Consul General.
32. If in doubt about whether or not to accept a gift, the matter should be discussed with the Staff Member's Australia-based supervisor.
33. A bribe is a gift given or offer made with the intention of influencing a Staff Member to take or not to take a specific action. The acceptance of a bribe will result in disciplinary action being taken against the Staff Member.
34. Money must never be accepted as a gift.
35. A Staff Member in the course of his/her appointment at the Consulate must not promise, offer or give any bribe to colleagues with the aim of influencing a decision or influencing a colleague to commit misconduct or fraud.
36. A Staff Member must not promise, offer or give any bribe to colleagues connected with management, disbursement or collection of Consulate funds with the intent of influencing a decision or action on any question or matter related to his/her functions, or influencing him/her to commit, aid or abet in committing any fraud.
37. A Staff Member must not engage in deceitful actions aimed at gaining a benefit or avoiding a liability.
38. Staff Members must not engage in fraudulent conduct which is a course of action, including deceitful or other dishonest conduct, involving acts of omission or the making of false statements, orally or in writing, with the object of obtaining money or other benefit from, or of evading liability, to the Consulate.
39. In particular, Staff Members who are entrusted with the handling of Consulate funds or property should not:

- accept any compensation or reward in connection with the performance of their duties other than their prescribed salary and entitlements;
- conspire or collude with any other person to defraud;
- permit or condone any violation of the law by any person;
- wilfully make or sign any false entry on any document or wilfully make or sign any false certificate or return; or
- demand, accept or attempt to collect directly or indirectly, for themselves or others, as payment or gift any sum of money or other thing of value.

40. All Staff Members must adhere to the acceptable use policies regarding Internet, email, phone and passwords. The Acceptable Use Policies are on the Consulate's Intranet and must be read and agreed to prior to signing this declaration.

41. A Staff Member must comply with any other requirement that is prescribed by the Consulate.

By signing below, the Staff Member confirms that (i) he/she has carefully read, understood and agrees to the terms set out in this Annex A – Code of Conduct of Locally Engaged Staff, (ii) he/she has been provided with the opportunity to ask questions in relation thereto, (iii) he/she will act in accordance therewith, (iv) a violation by him/her may result in disciplinary action including termination of his/her appointment and (v) he/she will seek guidance if he/she needs help in applying the provisions herein to any particular situation.

Given at the Australian Consulate General Shanghai

on this ..... day of ..... 20[ ]

SIGNATURE: .....

NAME: .....

Witnessed by:

SIGNATURE: .....

NAME: .....

POSITION: .....

\*\*\*



## PERSONAL INFORMATION

Family Name		Given Name	
Preferred Name		Name (Chinese Character)	
Gender		Date of Birth	
Country of Birth		Place of Birth	
Residential Address			
Address(Chinese)			
Marital Status		Mobile Phone	
Email		ID No	
ICBC Bank Account			

## EMERGENCY CONTACT

Name		Relation	
Phone 1		Phone 2	

## EDUCATION BACKGROUND (please provide details from high school)

From	To	College/University	Degree

## WORK HISTORY

From	To	Company	Position

Signature		Date	
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## EMPLOYMENT INFORMATION (employer to complete)

Commencement Date		Agency	
Position Title			
Position Number		Salary Level	



CONSUL-GENERAL

AUSTRALIAN CONSULATE GENERAL  
SHANGHAI**Date**  
**NAME**

Dear XXX

I am pleased to advise that you have been selected for employment with the Visa Office of the Australian Consulate General, Shanghai as per the following details:

**Terms of Employment**

Designation:	Position
Level:	LEX.X
Position Number:	SHXX
Monthly Base Salary:	RMB <u>XXXX</u> per month
Monthly Allowance:	XXX% of the Monthly Base Salary for Australian Tax Residents <i>or</i> XXX% of the Monthly Base Salary for non - Australian Tax Residents
Date of Commencement:	XX XX XXX
Date of Completion:	XX XX XXX
Probationary Period:	90 Days
Type/Period of employment:	Fixed Term Contract
Attached:	Non National Locally Engaged Staff Terms and Conditions of Employment

Upon signing of this Letter of Appointment, you are confirming that you understand and accept the terms and conditions, procedures and requirements as set out in this Letter of Appointment and the Conditions of Service. You are required to formally complete and sign relevant forms and documents, where applicable, on the day of your commencement to formally acknowledge your acceptance of this letter.

This offer is subject to your ability to obtain a valid visa and Australian and Chinese Security Clearances.

If you have any queries, please contact s 22(1)(a)(ii)  
on telephone s 22(1)(a)(ii)

Yours Sincerely

s 22(1)(a)(ii)  
Consul General

**ACCEPTANCE LETTER - TERMS AND CONDITIONS OF ENGAGEMENT**

I hereby accept the offer of employment with the Australian Consulate General, Shanghai.

Employment with the Consulate is subject appropriately to health, security, probity checks and ability to obtain an appropriate work permit and visa.

The Australian Consulate can extend assistance with obtaining a sponsored visa and work permit to an employee only (not family members/dependants), who is a holder of an Australian passport, for the period of employment.

On cessation of employment at the Consulate, it is a requirement that the staff member undertake the procedures to have their sponsored visa cancelled prior to departure from China (if relevant).

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ /2026



## CONTRACT FOR FIXED-TERM EMPLOYMENT

**OFFERED BY:** Australian Consulate-General Shanghai  
CITIC Square, 22<sup>nd</sup> Floor  
1168 Nanjing Xi Lu, Shanghai 200041

**TO:** XXX

**TITLE:** XXX (POSITION NUMBER)

**GRADE:** LEX.X

**DUTIES:** as per 'Job Description'

**SUPERVISOR:** VICE CONSUL/SMO (HOME AFFAIRS)

**NATURE OF EMPLOYMENT:** Full time

**CONTRACT PERIOD:** From XX XX XXX to XX XX XXXX

**PROBATION PERIOD:** 90 days

**PERIOD OF NOTICE:** 1 month

**SECTION:** HOME AFFAIRS (HA)

**WORKING HOURS:** 37 HOURS AND 30 MINUTES per week

**MONTHLY BASE SALARY:** RMB XXX per month

**MONTHLY SALARY SUPPLEMENTATION:** RMB XXX per month  
s 47E(c), s 47E(d)

**RECREATION LEAVE:** 20 days per annum

**PERSONAL CARER'S LEAVE:** 15 days per annum

**PUBLIC HOLIDAYS:** 14 days per annum

**SECURITY:** Employment with the Consulate-General is subject to compliance with the Post Security Plan attached. These may be amended and additional instructions issued at any time.

**CODE OF CONDUCT:**

To be signed and retained on file

**DISPUTES:**

Consulate-General procedures for managing complaints and grievances are set out in the LES Human Resources Manual on DFAT Intranet. Disputes over performance ratings are to be handled in accordance with the same Manual.

The attached document '*Non-Chinese National Locally Engaged Staff Terms and Conditions of Employment*', as may be amended from time to time after consultation with relevant parties, contains full details of the employment conditions applying to this Contract for Fixed-Term Employment. Any attachments to this Contract form part of the Consulate-General's human resources policy, as amended from time to time, with which the Employee agrees to comply fully.

The interpretation and performance of this Contract shall be subject to, and governed by, the laws of the People's Republic of China. For the avoidance of doubt the Labour Law of the Peoples' Republic of China does not apply to these Conditions of Service

The contract will be deemed null and void if the employee has not an appropriate work visa/permit.

\_\_\_\_\_/\_\_\_\_/\_\_\_\_

**Employee**

\_\_\_\_\_/\_\_\_\_/\_\_\_\_

**Head of Post**





<Name>

<Address>

<Date>

Dear Mr /Ms <Surname>,

We are pleased to offer you the position of <position title> with <Agency> at the Australian Consulate-General, Hong Kong (the "Consulate"), subject to the terms and conditions set out in this letter.

Should you accept this offer, your employment with the Consulate will be for a one-year fixed term period, anticipated to commence on <Date> or, if later, the first business day after the issue by the Immigration Department of a Hong Kong employment visa (if applicable). This offer is strictly subject to you successfully completing employment background checks, you obtaining and maintaining an employment visa permitting you to work legally in Hong Kong (if applicable), and to you undergoing a medical examination to confirm that you are capable of performing the inherent requirements of the role.

The first three months of your employment with the Consulate will be a probationary period, during which your work, performance and suitability for continued employment will be assessed. Your salary on the commencement of your employment will be <Salary> per month. You are engaged on flexible hours depending on operational requirements and required to work 37 hours and 30 minutes per week, between Monday and Friday. Your place of work will be the offices of the Consulate and you will report to the <Position Title>, currently <Name>.

The other terms and conditions of your employment are set out in the current Locally Engaged Staff Conditions of Employment document, a copy of which is enclosed. In the respect of those employees to whom the Employment Ordinance applies, the enclosed document should be read in conjunction with the Employment Ordinance.

If the terms of this offer are acceptable, please sign and return one copy of this document to us by no later than <Date>, after which this offer will lapse without further notice. You should retain the other copy of the letter for your reference. By signing this letter, you warrant and agree that you are not accepting this offer in reliance on any representation not expressly set out in this letter. Should you have any questions, please let us know.

Yours sincerely,

<SAO/CG>

<Position Title>

For and on behalf of Australian Consulate-General, Hong Kong

I hereby accept the Australian Consulate-General, Hong Kong's offer of employment on the terms set out in this letter. I confirm that I have read and understood this letter and the enclosed Locally Engaged Staff Conditions of Employment and I agree to comply with the provisions set out in those documents during my employment with Australian Consulate-General, Hong Kong.

Signature: .....

Name: .....

Date: .....

<Name>

<Address>

<Date>

Dear Mr/Ms <Surname>,

I am writing to confirm that your employment as <position title> at the Australian Consulate-General, Hong Kong will be converted into an open-ended contract with effect from <Date>, subject to the rights of each party to terminate your employment under section 7 of the LES Terms and Conditions of Employment and applicable law.

The other terms and conditions of your employment remain unchanged and are as set out in the current *Locally Engaged Staff Terms and Conditions of Employment* (LES T&Cs) document, a copy of which is available on the Consulate’s Intranet site in the “LES” section. In the respect of those employees to whom the Employment Ordinance applies, the LES T&Cs should be read in conjunction with the Employment Ordinance.

If the terms of employment offer are acceptable, please sign and return this letter to the Office Manager, <Name> by no later than <Date>.

Yours sincerely,

<SAO/CG>

<Position Title>

Australian Consulate-General, Hong Kong

I hereby accept the Australian Consulate-General, Hong Kong’s offer of employment on the terms set out in this letter. I confirm that I have read and understood this letter and the enclosed *Locally Engaged Staff Terms and Conditions of Employment* and I agree to comply with the provisions set out in those documents during my employment with Australian Consulate-General, Hong Kong.

Signature: .....

Name: .....

Date: .....

