English as the Working Language: Practical consequences for clients and advisers

Dr Alexander Ressos, TEP
Attorney-at-Law (Switzerland and Germany),
Solicitor (England & Wales and Hong Kong)
Of Counsel, KGP Legal LLC
alexander.ressos@kgplegal.com.sg
www.ressos.com.sg

Language in the structuring of a relationship

For a European client or adviser, the use of English in Singapore has several practical consequences. Everything that matters legally in Singapore, from the constitutional documents of a company to the deed of a trust and the agreement with a bank, will be in English. A client who does not read English well should insist on a translation for information. He should also understand that the English text alone governs. A Swiss or German client used to receiving contracts in his own language should be told this at the outset, since a later dispute will be decided on the English text by a court or tribunal that works only in English.

The second consequence concerns concepts. Because Singapore law uses English legal terms, the translation of a Singapore document into German, French or Italian requires a translator who understands the common law. A trust deed translated by a general translator may render *trustee* as *Treuhänder* or *fiduciaire*, which suggests a contractual mandate under Swiss law. The proprietary character of the trust

© 2026 Dr Alexander Ressos. General information only, not legal, tax or investment advice. No client relationship is created. All Singapore law advice is provided by a duly licensed and regulated firm of Singapore advocates and solicitors only on the basis of an express written letter of engagement. More information at SingaporeIQ.com and ressos.com.sg.

disappears in that translation. Advisers should check that the translation of key documents preserves the legal meaning, and should mark it clearly as a translation for information only.

The third consequence concerns documents going the other way. Swiss, German and French documents that must be used in Singapore, from powers of attorney to certificates of incorporation and court judgments, need a certified English translation. Officials and courts will work from the translation, so that errors in it can have serious effects. Chapter J.III examines translation and the recognition of foreign documents in the context of legal services.

Checklist: language in a Singapore engagement

- Confirm that the client can read and understand the English documents he will sign, or arrange a translation for information.
- State in each bilingual document that the English text prevails, and avoid two authoritative versions.
- Use translators trained in the common law for trust deeds, security documents and shareholders' agreements.
- Check that key legal terms (*trust*, *consideration*, *floating charge*, *fiduciary duty*) are rendered with an explanatory note when no exact equivalent exists.
- Obtain certified English translations of foreign corporate documents, powers of attorney and judgments before they are filed with Singapore authorities or courts.
- Agree on English as the language of any arbitration, and name the language expressly in the arbitration clause.
- Where the client or counterparty prefers Mandarin, Bahasa Indonesia or another language for negotiation, keep the binding documentation in English and record the negotiation language separately.
- Review correspondence with MAS, ACRA and IRAS in English for consistency with the documents filed in other jurisdictions.

© 2026 Dr Alexander Ressos. General information only, not legal, tax or investment advice. No client relationship is created. All Singapore law advice is provided by a duly licensed and regulated firm of Singapore advocates and solicitors only on the basis of an express written letter of engagement. More information at SingaporeIQ.com and ressos.com.sg.

Disclaimer

This article is provided for general information only. It is based on publicly available sources as at its date of publication. These sources have not been independently verified against licences, regulatory registers or the records of the entities concerned. It is not legal, tax, financial or investment advice. Nor is it a recommendation to invest in, transact with or use the services of any entity mentioned. Law and regulation change frequently, so the content may be incomplete or outdated. To the fullest extent permitted by law, Dr Alexander Ressos and the publisher of SingaporeIQ exclude all liability for loss or damage arising from the use of or reliance on this article. Readers should obtain advice on their specific circumstances before acting or refraining from action.

Names and trademarks of the entities discussed belong to their owners and are used for identification only. Their mention implies no endorsement, affiliation or allegation of wrongdoing. All Singapore law advice is provided by a duly licensed and regulated firm of Singapore advocates and solicitors only on the basis of an express written letter of engagement. Corrections and updates: contact@ressos.com.

© 2026 Dr Alexander Ressos. This article may be quoted with attribution to SingaporeIQ (SingaporeIQ.com). Reproduction in full and any commercial use require prior written consent. The Legal Terms at https://singaporeiq.com/legal-terms apply.

Author contact: Dr Alexander Ressos, TEP · contact@ressos.com