



Verbal Promises: Are They Binding?

Well, the first thing that you need to know is that verbal promises can be legally binding so long as the promise is clearly made and there is intention to be bound under an employment relationship. Under Thai law, an employment contract does not have to be made in writing. An employer may hire an employee verbally without a need to enter into any written employment contract. However, from employer's perspective, it is always better to put terms and conditions of the employment contract in writing.

Many job candidates or recently hired employees are looking for a written employment contract for their security. But the truth is if one has a written employment contract, it is likely to be crafted in employer's favor just to protect one's employer than to protect oneself. (There are a very few provisions that are adopted in favor of the employee.)

A well drafted employment contract will protect the employer's interest as the employment contract is usually (almost always) crafted in the employer's favor.

We will start with the crucial terms that should be laid out in the employment contract, and work our way through it, one by one. For each crucial term, we look at what, if anything, you want to cover in the employment contract. The list shown here is by no means exhaustive but suggestive of the key factors of an employment agreement. There may be other issues that need to be addressed depending on the need of your business. Of course, there is no "one size fits all" employment agreement for all employees. You may want to create a customized version for specific jobs.