

# Employment and Employee Benefits in Thailand: Overview

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A Q&A guide to employment and employee benefits law in Thailand.

This Q&A gives a high-level overview of the key practical issues including: the scope of employment regulation; employment status; background checks; regulation of the employment relationship (including unilateral changes by an employer to the terms and conditions of employment); minimum wage and bonuses; working time, holidays and flexible working; illness and injury of employees; rights created by continuous employment; provisions for fixed-term, part-time and agency workers; discrimination and harassment; termination of employment (including protection against dismissal and protected employees); resolution of disputes between an employee and employer; redundancy/layoff; employee representation and consultation; consequences of a business transfer; employer and parent company liability; employer insolvency; employers' health and safety obligations; taxation of employment income; intellectual property; restraint of trade; and relocation of employees.

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## Scope of Employment Regulation

1. Do the main laws that regulate the employment relationship apply to:

- Foreign nationals working in your jurisdiction?
- Nationals of your jurisdiction working abroad?

## Laws Applicable to Foreign Nationals

Thai labour laws and regulations generally apply to both local and foreign national employees. Generally, the following employment-related legislation applies:

- Labour Protection Act BE 2541 (1998).
- Labour Relation Act BE 2518 (1975).
- Establishment of Labour Courts and Labour Court Procedure Act BE 2522 (1979).
- Social Security Act BE 2533 (1990).

- Workmen's Compensation Act BE 2537 (1994).
- Emergency Decree on the Work of Aliens BE 2560 (2017) (setting out business visa and work permit requirements).

Under the regulation listed last in the bulleted list above, a foreign national cannot perform work or provide services in Thailand unless a work permit is issued by the Department of Employment of the Ministry of Labour.

To view and customize comparison charts on hiring foreign nationals, see Quick Compare Chart, [Hiring Foreign Nationals](#) (available to PL Dynamic subscribers).

## Laws Applicable to Nationals Working Abroad

Thai labour laws and regulations do not generally apply to Thai nationals working abroad. However, an employer can choose to have an employment contract under Thai law for a Thai national employed abroad.

## Employment Status

2. Does the law distinguish between different categories of worker? If so, what are the requirements to fall into each category, the material differences in entitlement to statutory employment rights and are there any maximum time periods for which each category of worker can be engaged?

## Categories of Worker

Thai labour laws distinguish between the:

- Hire of work (independent contractor relationship), governed by the Thai Civil and Commercial Code.
- Hire of service (employment relationship), primarily governed by the Thai Labour Protection Act BE 2541 (1998).

**Independent contractor/self-employed.** A hire of work/independent contractor relationship is indicated by the following characteristics:

- Nature of the work: the contractor works independently to achieve a specific result obligation and freely determines the place of the performance of the services.
- Remuneration: the contractor is paid for the result of the work done. There is no minimum guaranteed income.
- Employer's power of control: the employer has no control over the contractor. The employer cannot determine working days or holidays. The employer has no right to take disciplinary actions.
- Responsibility to third parties: the employer is not liable for damages caused by the contractor to a third party in the course of the work, unless the fault was due to the work ordered or instructed, or due to the selection of the contractor.

- Provision of work materials: the contractor works with their own tools or instruments to execute the work.
- Working time: the contractor freely determines working time and vacation arrangements.
- Reimbursement: the contractor bears the expenses incurred for the performance of the work.
- Right to appoint a substitute: the contractor can:
  - be replaced by someone of the contractor's own choosing; and
  - subcontract or hire their own staff.
- Exclusivity: there is no exclusivity. The contractor can freely determine their own clients.

**Employee/worker.** A hire of services/employment relationship is indicated by the following characteristics:

- Nature of the work: the employee is under a best-effort obligation but no specific result obligation. The employee performs work at the place and within the working time agreed with the employer.
- Remuneration: the employee receives a fixed salary or a minimum guaranteed salary for working time, irrespective of the results of the work done. The employee is generally guaranteed a regular wage amount.
- Employer's power of control: the employer has management control over the employee's work, so that the employee performs work under the direction of the employer on an ongoing basis. The employer can determine the working days and holidays of the employee. The employee must observe and follow instructions and rules set out by the employer, and can be subject to disciplinary action by the employer for failure to do so.
- Responsibility to third parties: the employer is jointly liable with the employee for the consequences of a wrongful act committed by the employee in the course of employment.
- Provision of work materials: the employee works with the materials put at their disposal by the employer.
- Working time: the normal working hours of an employee cannot exceed eight hours per day and 48 hours per week. Where the work is detrimental to employee's health or safety, normal working hours cannot exceed seven hours per day, with a maximum of 42 hours per week. The employee requires permission from the employer to take holidays.
- Reimbursement: all expenses during the performance of the work are reimbursed by the employer.
- No right to appoint a substitute: the employee performs the work themselves and cannot appoint a substitute or hire more persons to work with them.
- Exclusivity: the employee works exclusively for the employer.

**Consequences for misclassifying an employee as an independent contractor.** If an employer misclassifies an employee as an independent contractor, it is possible that the employee can file a claim demanding their employment entitlements under Thai employment law (for example, payment in lieu of advance notice, severance pay, encashment of mandatory minimum holidays, and so on). Though rarely pursued by an employee, theoretically, the following sanctions can apply:

- Failure to register the employee in accordance with the social security regulations can lead to imprisonment of up to six months or a fine of up to THB20,000, or both. A THB5,000 daily fine also applies for as long as the non-compliance persists.

- Failure to withhold the social security contribution on the part of employee can result in imprisonment of up to six months or a fine of up to THB20,000, or both.
- Failure to retain the employee registration for the purposes of social security contributions can result in imprisonment of up to one month or a fine of up to THB10,000, or both.
- Failure to submit the social security contributions due at each salary payment for the employer and employee is subject to a surcharge at 2% of the unpaid contribution per month (the calculated surcharge is capped at the amount of the employer's monthly contribution).

These penalties can extend to the directors, managers, and any person with managing authority in the employer entity, provided that such a person, by direct instruction or omission of a duty owed to take preventative measures, has caused the commission of such a failure to perform the obligations in accordance with the relevant employment laws.

**Classification of employees.** Employees can be either:

- Fixed-term employees: fixed-term employment, which is not subject to the provisions concerning severance pay, is only possible either:
  - for a specific project outside of the normal business operations of the employer; or
  - where the work to be completed by the employee is truly temporary or seasonal.

A fixed-term employee is not entitled to receive any severance pay when the fixed employment period ends. The fixed employment period cannot exceed a maximum period of two years and the employment agreement setting out the terms must be in writing. A fixed-term employment contract cannot contain any clauses that either:

- allow the employer to terminate the employment at will; or
  - provide for the automatic renewal of the contract, or for a right of renewal for the employer.
- Permanent employees: permanent employees can be categorised further into those that are paid monthly, and those that are paid daily, hourly or by unit completion. An employee of the latter type is not entitled to pay on weekly rest days. However, they are entitled to a higher overtime work rate for any working hours that are completed during these rest days (at twice their normal pay rate).

If a person who is employed by a manpower agency (that is, an agency worker) is assigned to work for a business operator in any part of its normal business operations, that person is then deemed to be employee of that business operator and must be given the same benefits and welfare provisions as a permanent employee of the business operator working in the same type of job (see [Question 10](#)).

For further resources on consultants and independent contractors, see the [Consultants and Independent Contractors Toolkit \(International\)](#) and the [Checklist, Information Needed to Draft a Consultancy or Independent Contractor Agreement \(International\)](#).

## Entitlement to Statutory Employment Rights

All employees are entitled to the minimum statutory entitlements provided by the Labour Protection Act BE 2541 (1998), as well as benefits from the Social Securities Fund and Workmen's Compensation Fund. Independent contractors are not entitled

to these employment rights and benefits, since the relationship with the employer is governed by the Thai Civil and Commercial Code.

Any dispute relating to an employment relationship must be brought before the Thai Labour Court, while disputes relating to the independent contractor relationship are brought before the Thai Civil Court.

For an overview of labour laws in various jurisdictions, see [Practice Note, An Overview of Labour Laws \(International\)](#).

## Time Periods

There is no maximum period of time for engaging permanent or part-time employees in Thailand. Fixed-term employees can only be employed by the same employer for a maximum period of two years. A fixed-term employee is not entitled to severance pay at the end of the employment period, provided that the requirements for fixed-term employment are met (see [Categories of Worker](#)).

## Background Checks

3. Are there any restrictions or prohibitions on carrying out background checks in relation to applicants?

### Restrictions/Prohibitions on Conducting Background Checks

There is no general restriction on carrying out background checks in relation to job applicants. However, a criminal background check may require the job applicant's express consent.

The collection of personal data from applicants for the purpose of conducting background checks falls under the Personal Data Protection Act BE 2562 (2019) (PDPA) and can accordingly be subject to obtaining the relevant job applicant's prior consent. Therefore, in practice, it may be advisable for an employer to include a consent request provision in the application form and/or in the job vacancy announcement.

To view and customize comparison charts on an employer's ability to conduct drug/substance abuse tests on employees, see Quick Compare Chart, [Drug and Substance Abuse Testing of Employees](#) (available to PL Dynamic subscribers).

### Background Checks by Third Parties

There is no general restriction on background checks being conducted on job applicants by a third party on an employer's behalf under Thai law.

Where a third party conducts a background check, that third party is considered to be the data processor of personal data (who must process the data strictly under the purposes instructed by the data controller), while the potential employer (usually an employing company) is considered to be the data controller under the PDPA.

Where a job applicant (the data subject) has already provided their consent to the potential employer to collect their personal data (for example, for the purposes of an employment reference check), a third party can then be lawfully instructed by that potential employer to conduct the relevant data collection without any further express consent being required from the data subject (provided that the personal data collected is not considered to constitute "sensitive personal data" under the PDPA).

A job applicant's sensitive personal data (that is, information concerning their religious beliefs, criminal record, health, disability status, trade union information, racial profile, and so on) can only be collected by a third party with the express prior consent of the data subject (who must also be provided with sufficient information concerning the purpose for which that information is collected before, or at the time when, such consent is provided).

## Regulation of the Employment Relationship

### 4. How is the employment relationship governed and regulated?

### Written Employment Contract

There is no general mandatory requirement for an employment contract to be in writing, and an employment contract can be formed when one party accepts another's offer of work. An employment contract is defined under the Labour Protection Act BE 2541 (1998) as an agreement, either written or verbal, that clearly or implicitly states that the employee agrees to work for the employer and that the employer agrees to pay a wage throughout the work period. However, as an exception to the above, a fixed-term employment contract must be made in writing. In addition, in practice, it is advisable for a written employment contract to be used in any event as it provides documentary evidence of the employment relationship and also provides certainty as to the terms agreed.

Employment contracts do not need to be written in the Thai language, but this (or a dual language contract) is recommended if an employee is a Thai national and is unable to fully understand the contract in English.

### Implied Terms

Under the applicable regulations, a written employment contract should contain the following key terms:

- The identity of the parties.
- An agreement to hire.
- A description of the work to be performed.
- The duration of the employment (if for a definite term).
- The wages and other compensation to be paid.
- The effective date of the contract.
- The signatures of the parties.

## Collective Agreements

Collective bargain agreements (CBAs) are commonly referred to as "Agreements Relating to Conditions of Employment" under Thai law and are compulsory in companies employing 20 or more employees. Once a CBA has come into force, the employer is forbidden from entering into any employment contract that is contrary to, or inconsistent with, that CBA, unless that employment contract is more favourable to the employee. If there is no such CBA in place, the employer's internal work regulations (which the employer must issue once it has ten or more employees) will apply.

If the employer wishes to amend a CBA, a written request must be submitted to the employees (or their representative) to initiate negotiations under the Labour Protection Act BE 2541 (1998). The amended CBA is binding between the parties once it has been signed by both parties (employer and employees), including for employees outside of the labour union and employees not directly involved in negotiating the amended CBA, provided that a certain number of employees are party to the amended CBA.

5. What are the main points to consider if an employer wants to unilaterally change the terms and conditions of employment?

An employer can unilaterally apply new terms and conditions of employment or HR policies that are more favourable to the employees. However, where the changes are less favourable to the employees, the employer must obtain consent for those changes from the affected employees. This includes changes relating to:

- Working conditions.
- Normal working days and hours.
- Wages and incentives.
- Employees' welfare and benefits.
- Employment termination.
- Grievance procedures.

## Minimum Wage and Bonuses

6. Is there a national (or regional) minimum wage? Is it common to reward employees through contractual or discretionary bonuses?

## Minimum Wage

There is no official monthly minimum wage that applies in Thailand, though there is an applicable daily minimum wage that applies for each province. The applicable minimum daily wage for each province is announced by the National Wage Committee of Thailand from time to time. As an example, between 1 October 2022 to 31 December 2023, the minimum daily wage in Bangkok province was THB353 per day (a monthly average of around THB10,590). On 23 December 2024, the 2025 minimum daily wage was announced in the *Royal Gazette*, which took effect from 1 January 2025. As a result, the minimum daily wage in Bangkok province was increased to THB372 from 1 January 2025 (a monthly average of around THB11,160). There may also be a different daily minimum wage that applies to different categories of workers.

For employees who are foreign nationals working in Thailand, the work visa rules require that a foreign national employee who is employed in Thailand be provided with a certain minimum wage that is based on that foreign national employee's nationality, for example:

- Foreign national employees from America, Canada and Europe must be provided with a minimum wage of not less than THB50,000 per month.
- Foreign national employees from Hong Kong, South Korea and Singapore must be provided with a minimum wage of not less than THB45,000 per month.

Under Thai law, an employer must pay wages to the employee at their workplace. The employee must give prior written consent to being paid by other methods (for example, by remittance to the employee's bank account).

To view and customize comparison charts on minimum wages and overtime pay, see Quick Compare Chart, [Statutory Minimum Wage and Overtime Pay Requirements](#) (available to PL Dynamic subscribers).

## Bonuses

Under the Labour Protection Act BE 2541 (1998), any bonus payment or extra month of salary is not mandatorily required and is considered to constitute an extra benefit that an employer can provide to an employee. The employer generally has complete discretion to determine the amount of any such discretionary bonus. However, where an employer has announced that it has a work policy of granting a bonus, this effectively becomes a working condition, which can then only be cancelled or reduced with the affected employees' express consent.

## Working Time, Holidays and Flexible Working



7. Are there restrictions on working hours, and if so, can an employee opt out? Is there a minimum paid holiday entitlement? Is there a statutory right for employees to request to work flexibly?

## Working Hours

**Restrictions on working hours.** The regulations on working hours are issued by the Ministry of Labour and depend on the nature or conditions of the work. The normal working hours must be notified by the employer to the employee, either directly in the written employment contract or in the work rules. The work commencement and end times must be specified for each working day.

In general, normal working time cannot exceed eight hours a day. If a working day is shorter than eight hours, it can be extended to up to nine hours by mutual agreement, but [normal] working time cannot total more than 48 hours a week. Any additional hours worked above the normal working time is classed as overtime as is subject to overtime pay as described below. Where the work performed may be harmful to the health and safety of the employee, the normal working time cannot exceed seven hours a day and 42 hours a week.

**Overtime pay.** When an employer wants an employee to work overtime it must obtain the employee's prior consent (ideally, in writing), except where the nature or the type of the work necessitates continuous performance, or where any suspension to work may cause damage to the work, or where it is emergency work. The maximum amount of overtime permitted is capped at 36 hours per week.

Under Thai law, employees are entitled to overtime pay at the rates provided below. There are exceptions to this entitlement to overtime pay for certain occupations and positions (for example, for managers who have supervisory authority and whose scope of duties includes the power to recruit new staff, grant salary increases or bonuses or to dismiss employees). These types of executive employees can work over eight hours per day without being entitled to overtime pay (though the parties can agree to provide overtime pay should they so wish). The rates at which overtime pay must be paid depend on when the overtime is worked (on a normal working day, during normal working hours on a holiday, or outside of normal working hours on a holiday), and the rates are as follows:

- Overtime worked on a normal working day: where the employee works overtime on a normal working day, the employer must pay overtime pay at a rate of at least 1.5 times the normal hourly rate of pay for the number of overtime hours worked. Where the employee receives wages on a piece rate basis, the employer must pay at least 1.5 times the normal piece rate wages for any overtime worked.
- Overtime worked during normal working hours on a holiday: where the employee works overtime during normal working hours on a holiday (that is, during the employee's holiday, on a public holiday, or on a day that would ordinarily be the employee's rest day), the employer must pay overtime pay at a rate of at least two times the normal hourly rate of pay for the number of overtime hours worked. Where the employee receives wages on a piece rate basis, the employer must pay at least two times the normal piece rate wages for any overtime worked.
- Overtime worked outside of normal working hours on a holiday: where the employee works overtime outside of normal working hours on a holiday (that is, during the employee's holiday, on a public holiday, or on a day that would ordinarily be the employee's rest day), the employer must pay overtime pay at a rate of at least three times the normal hourly rate of pay for the number of overtime hours worked. Where the employee receives wages on a piece rate basis, the employer must pay at least three times the normal piece rate wages for any overtime worked.

**Special restrictions applicable to shift workers.** Other categories of work may be subject to different working hours under the relevant subordinated regulations issued under the Labour Protection Act BE 2541 (1998).

## Rest Breaks

**Rest breaks during the working day.** An employer must provide employees with a rest break of at least one hour for every period of work of five consecutive hours or more. An employer and employee can agree in advance that several rest breaks of less than one hour will instead be provided, but the total of those smaller rest breaks, when combined together, cannot be less than one hour for each workday (where the workday is at least five hours in duration). Rest breaks are not considered to form part of working hours for the purpose of calculating wages unless the rest breaks account for more than two hours in a single day, in which case any rest break time in excess of two hours is considered to be part of normal working hours. A break of at least 20 minutes must also be given if overtime work lasts for more than two hours.

**Rest periods between working days.** Generally, employees must be given at least one rest day per working week, and each rest day cannot be more than six days apart (though in certain professions, for example in hospitality and transportation, employers and employees can agree to accumulate these weekly rest breaks within a one-month period). As a normal working day consists of eight hours of work, and overtime work is capped at a maximum of 36 hours per week (or six hours a day), employees cannot work for more than 14 hours (including overtime) during any working day.

**Special provisions for night/shift work.** Thai employment law does not specifically regulate night shifts. The employer and the employee are free to agree on shift times provided that they comply with the mandatory requirements relating to working hours. Changes to normal shift times constitute a change to the employee's work conditions and therefore require the employee's prior consent before implementation.

## Holiday Entitlement

**Minimum paid holiday entitlement.** Employees are entitled to at least six days' annual leave once they have completed one year of service. The employer and the employee can agree in advance to accumulate and postpone any annual holiday that has not yet been taken during a working year, so that this holiday entitlement effectively "rolls over" to be included in the following year. An employer can set annual holidays on a pro rata basis for employees who have not completed one full year of service. Employees are also entitled to at least one rest day/holiday day during every working week, and each rest day/holiday cannot be more than six days apart (see [Working Hours](#)).

**Public holidays.** Employees are entitled to take paid public holidays. The employer must announce at least 13 public holidays from among the list of public holidays published by the relevant authorities (which are modified from time to time). If a public holiday falls on the same day that an employee would ordinarily take as a rest day/holiday day during the working week, then that employee is entitled to take a day off on the following working day (to substitute for the public holiday).

Employers cannot require employees to work during their holidays (though this can be agreed between the employer and employee), except where the nature or the type of the work necessitates continuous performance, or where any suspension to work may cause damage to the work, or where it is emergency work. Where an employee works during a holiday, that employee is entitled to receive overtime at the appropriate rate (see [Working Hours](#)).

## Flexible Working

Where the employer does not notify the employee of the specific start and end times of a working day because of the nature of the work involved (for example, for salespersons, delivery staff, and so on), the employer and employee can instead agree on the normal number of working hours for each day (which cannot exceed eight hours per day, or 48 hours per week).

A pregnant employee can request that the employer changes the scope of the work to ensure that it is suitable during the pregnancy period. The employer must then adjust the scope of the work or the working hours to ensure that they are suitable for the pregnant employee.

## Illness and Injury of Employees

8. What rights do employees have to time off in the case of illness or injury? Are they entitled to sick pay during this time off? Who pays the sick pay and, if the employer, can it recover any of the cost from the government?

### Entitlement to Paid Time Off

Employees are entitled to up to 30 days of paid sick leave a year. The employer can request an employee who takes three days or more of sick leave to provide a medical certificate from a doctor.

To view and customize comparison charts on sick leave provisions, see Quick Compare Chart, [Sick Leave](#) (available to PL Dynamic subscribers).

### Entitlement to Unpaid Time Off

An employee is entitled to take sick leave for the actual period of sickness, which may be more than 30 days a year. However, the employer is not required to pay any salary for sick leave taken in excess of 30 days. In this case, the employer and the employee can agree on whether the employee will take paid annual leave or leave without pay for the sick leave taken in excess of 30 days. See [Recovery of Sick Pay from the State](#) for the social security provisions that can be made to employees requiring more than 30 days of sick leave.

### Recovery of Sick Pay from the State

Where an employer provides up to 30 days of paid sick leave to an employee, it cannot then claim any of the cost of this sick leave from the state. However, certain social security payments can be paid to employees who require more than 30 days of sick leave.

If an employee has exhausted 30 days of paid sick leave and the sickness is not an occupational disease or a work-related accident, the employee is entitled to a non-occupational injury or sickness social security benefit from the authorities. This benefit equals 50% of the employee's ordinary monthly wage (with a cap on the monthly wage of THB15,000). The employee can claim this benefit for no more than 90 days for each medical treatment and no more than 180 days per year (all medical treatments combined). However, in the case of sickness from a chronic disease, the employee can claim this benefit for up to one year.

An employee is entitled to receive compensation benefits under the Workmen's Compensation Act BE 2537 (1994) in the case of an occupational disease or a work-related accident where the employee is unable to work for more than three consecutive days. This benefit equals 60% of the employee's ordinary monthly wage (with a cap on the monthly wage of THB15,000). The employee can claim this benefit for up to one year. An employer who is paying the medical expenses for an employee suffering

from an occupational disease/work-related accident can also request reimbursement of the costs paid from the Workmen's Compensation Fund.

Both of the benefits described above can be claimed by submitting the required forms to the Social Security Office.

## Rights Created by Continuous Employment

9. Does a period of continuous employment create any statutory rights for employees? If an employee is transferred to a new entity, does that employee retain their period of continuous employment? If so, on what type of transfer?

### Statutory Rights Created

Some statutory entitlements are created after the employee has obtained a certain period of service, such as:

- Severance pay: an employee is entitled to severance pay on termination of employment after working at least 120 days.
- Annual leave: an employee is entitled to at least six days of annual leave after completing one full year of service.

### Consequences of a Transfer of Employee

Under Thai law, any transfer of an employee to a new entity (which constitutes a change of employer) is subject to the prior consent of each transferred employee. A transfer of an employee within the same group of companies constitutes a change of employer, as it involves different corporate entities. The new employer assumes all the rights and duties to which the transferred employee was entitled from the prior employer and must accordingly acknowledge the employee's years of service with the prior employer and grant any related employment benefits.

## Fixed-Term, Part-Time and Agency Workers

10. To what extent are temporary and agency workers entitled to the same rights and benefits as permanent employees? To what extent are part-time workers entitled to the same rights and benefits as full-time workers?

### Temporary Workers

A temporary worker under fixed-term employment contract is entitled to the same rights and benefits under Thai employment law as a permanent employee, except with respect to termination entitlements.

Fixed-term employment contracts can only be used for certain types of work, such as:

- A special project that is not normal for the business or trade of the employer, and where the schedule for commencement and completion of the project is fixed and for no more than two years.
- Work of a temporary nature that has a fixed schedule for its commencement and completion.
- Seasonal work where employment is only for a particular season.

If a fixed-term employment contract is used for types of work other than those listed above, the employment contract is deemed to be for an indefinite term and all related statutory entitlements will apply on termination.

For further resources on fixed-term contracts, see [Practice Note, Fixed-Term Contracts: Overview \(International\)](#).

### Agency Workers

Agency workers are protected under Thai employment law. A business operator that uses an agency service for its personnel is deemed to be the employer of the agency workers if the workers work as part of the normal business of the business operator. The business operator must ensure that agency workers performing work in the same manner as direct employees receive the same benefits and welfare entitlements without discrimination.

The business operator is deemed to be the employer by operation of law. Therefore, an agency worker can claim employment-related entitlements from the business operator if the agency fails to provide these. In practice, a business operator and the agency will agree on which party is responsible for providing such benefits and welfare entitlements to agency workers and how this is arranged.

### Part-Time Workers

A part-time worker is entitled to the same rights and benefits under Thai employment law as a full-time employee.

### Discrimination and Harassment

11. What protection do employees have from discrimination or harassment, and on what grounds?

### Protection from Discrimination

Employers must treat male and female employees equally in their employment, except where this is not possible due to the nature or conditions of the work. Men and women must receive equal pay for work of the same nature, value, quality, and quantity.

Under the Gender Equality Act BE 2558 (2015), discrimination based on gender identity and sexual orientation is not permitted.

## Protection from Harassment

Employers, persons with authority, supervisors and work inspectors are forbidden from committing acts of sexual abuse, harassment, or nuisance against employees.

## Termination of Employment

12. What rights do employees have when their employment or employment contract is terminated?

### Notice Periods

An employer or employee can terminate an employment contract by giving an advance notice in writing to the other party. This notice must be given before the date wages are due in order to take effect on the following wages due date. Therefore, it is generally a one-month advance notice period, unless other terms are provided for under the employment contract.

If the employer wishes to terminate the employment contract with immediate effect, without an advance notice period, the employer must pay the wage that the employee would have received during the advance notice period (called a payment in lieu of advance notice).

The employer does not need to give advance notice or payment in lieu of advance notice if the employment relationship is terminated due to the employee's serious misconduct. Serious misconduct includes the following grounds for termination:

- The employee performed their duty dishonestly or intentionally committed a criminal offence against the employer.
- The employee wilfully caused damage to the employer.
- The employee committed negligent acts causing serious damage to the employer.
- The employee violated the work rules, regulations or orders of the employer that were lawful and just after a written warning was given by the employer. A written warning is valid for up to one year from the date when the employee committed the offence (though in serious cases of a breach by the employee there is no requirement for the employer to give a written warning).
- The employee was absent without justifiable reason for three consecutive working days (regardless of whether there was holiday in between).
- The employee was sentenced to imprisonment by a final court judgment (however, if the imprisonment is for a petty offence or offences committed by negligence, the offence must also have caused damage to the employer).

### Severance Payments

Severance pay is due to an employee where an employer terminates the employment contract, effectively dismissing that employee. However, an employee is not entitled to any severance payment if the employment relationship is terminated by an employer due to the employee's serious misconduct.

The amount of statutory severance pay is based on the employee's length of service with the employer, as follows:

- At least 120 days but less than one year's service: at least 30 days' basic salary.
- At least one year but less than three years' service: at least 90 days' basic salary.
- At least three years but less than six years' service: at least 180 days' basic salary.
- At least six years but less than ten years' service: at least 240 days' basic salary.
- At least ten years but less than 20 years' service: at least 300 days' basic salary.
- More than 20 years' service: at least 400 days' basic salary.

A dismissed employee is also entitled to:

- Any outstanding salary or other expenses.
- Payment of in lieu of advance notice (if advance notice is not given).
- Payment for accumulated holidays in the previous year.
- Payment for unused leave of the current year on a pro-rata basis.

If an employer relocates its place of business and the relocation materially affects the ordinary life of an employee or their family, the employee can refuse to work for the employer at the new location. On refusal, the employee has the right to terminate the employment contract. That termination, although initiated by the employee, is deemed to be a dismissal, and the employee is accordingly entitled to the same severance pay and advance notice period as in a dismissal situation.

In addition, employees can be entitled to special severance pay if the employer intends to dismiss them because of a reduction in the workforce as a result of improvements made to the working unit, production, distribution or service processes through the use of machinery or technology (technological redundancy). If the employer fails to give sufficient notice, or gives no notice, to an employee being made redundant in this way, the employee is entitled to an additional severance pay in lieu of advance notice amounting to the employee's wage for 60 days, in addition to any usual severance pay which will also be due. The severance pay is applied at the standard rates outlined above, unless the employee has worked consecutively for the employer for more than six years, in which case both the standard rates of severance pay outlined above will be due together with "special" severance pay. Special severance pay equates to 15 days of the employee's normal pay for each year of service that the employee has worked (for example, an employee with ten years of consecutive service will be owed 150 days of normal pay as special severance pay). However, special severance pay is capped at a maximum of 365 days of normal pay. Additionally, where an employee has an incomplete year of service (as is common), this will be treated as full year of service for the purposes of calculating special severance pay where at least 180 days of work have been completed during that year.

## **Procedural Requirements for Dismissal**

An employer can give a dismissal notice orally or in writing to an employee and is not required to state the reasons for dismissal to the employee. However, on dismissal for serious misconduct, it must supply a written dismissal notice stating the reason

for the dismissal in order to use that ground as a defence (in the event that the employee pursues a claim for severance pay and unfair dismissal).

When an employment contract is terminated, the employer must notify the termination to the Social Security Office. When the termination concerns a foreign national employee, the employer must also notify the termination to the Department of Employment of the Ministry of Labour, and the Immigration Bureau.

Under the Labour Relations Act BE 2518 (1975) (LRA), if an employer wishes to dismiss an employee who is a member of an employees' committee, the employer must obtain consent to do so from the Labour Court before the dismissal. The LRA permits employees to establish an employees' committee in workplaces that have 50 or more employees.

If an employer has not complied with the dismissal procedures, the dismissed employee can submit a complaint to the Labour Protection Officer or directly file a claim with the Labour Court.

For further information on termination agreements, see [Practice Notes, Information Needed to Draft an Employment Termination Agreement \(International\)](#) and [Employment Termination Agreements: Overview \(International\)](#).

13. What protection do employees have against dismissal? Are there any specific categories of protected employees?

## Protection Against Dismissal

**Grounds for dismissal.** If a dismissal takes place due to an employee's serious misconduct, the employer is exempt from the requirements to provide a severance payment, payment in lieu of advance notice and pro-rata payments for unused holidays (see [Question 12, Notice Periods](#)).

Dismissal where there is no serious misconduct exposes the employer to legal risks in relation to claims of unfair dismissal from the dismissed employee. If claims are made by a dismissed employee, the Thai Labour Courts can scrutinise the fairness of the causes for termination, as well as the process used by the employer. If a Labour Court finds that an employment dismissal had no justified cause and/or there was no fair and non-discriminatory process, it can order the employer to compensate the employee for unfair dismissal. The court can determine the amount of compensation for unfair dismissal by taking into account:

- The age of the employee.
- The total period worked.
- The hardship suffered by the employee caused by the dismissal.
- The cause of the dismissal.

In practice, the court has often determined compensation for unfair dismissal by multiplying the monthly last salary of the employee with the number of years of services of the employee.

To avoid unfair dismissal claims, the employer must prove that the dismissals are based on either:



- One of the listed serious misconduct grounds (see *Question 12*, [Notice Periods](#)).
- Reasonable grounds, without any form of discrimination (for example, a redundancy programme that has been carried out through a suitable, objective and fair process to select employees who will be made redundant (see *Question 15*)).

**Procedural requirements for dismissal.** Employers must provide advance notice to the employee and pay the employee's last salary, any overtime pay due, salary in lieu of unused leave (if any), severance pay, and all other payments due to the employee. Payment in lieu of notice (where applicable) must be made on the effective date of dismissal, while the other amounts must be paid within three days following the effective date of dismissal.

**Prerequisites to qualify for protection against dismissal.** There are no prerequisites to qualify for the protections against dismissal provided under the employment law.

## Protected Employees

The Labour Protection Act BE 2541 (1998) and the Labour Relations Act BE 2518 (1975) provide protection to certain categories of employees:

- It is prohibited to dismiss a female employee on the ground of pregnancy.
- An employer must obtain consent from the Labour Court to lawfully dismiss an employee who is a member of an employees' committee. Similar consent must be obtained by the employer to reduce the wages, or punish or deny the performance of the duties, of a member of an employees' committee.

## Resolution of Disputes Between an Employee and Employer

14. Is there a governmental or independent organisation to which employees can refer complaints in the event that there is a dispute between the employee and the employer?

An employee can refer a labour dispute concerning labour entitlements and employee welfare to either the:

- Department of Labour Protection and Welfare (DLPW) of the Ministry of Labour (or the relevant provincial office, if the workplace is outside of Bangkok) ([www.labour.go.th](http://www.labour.go.th)).
- Labour Court (LC) of the Central Labour Court in Bangkok and the Regional Labour Court in each region of Thailand (<https://lbc.coj.go.th>).

The DLPW and LC do not charge fees when an employee requests use of their services.

## Redundancy/Layoff

15. How are redundancies/layoffs defined, and what rules apply on redundancies/layoffs? Are there special rules relating to collective redundancies?

### Definition of Redundancy/Layoff

Thai employment law allows employers to terminate employment at their discretion and does not impose any specific legal requirements on employers dismissing an employee as part of a redundancy or re-organisation (though see the provisions concerning special severance pay outlined in *Question 12, Severance Payments*, that apply to an employee who has more than six years of continuous service with an employer, where that employee is subject to a technological redundancy). However, dismissals for reasons of redundancy do not exempt employers from their obligations to pay statutory entitlements (severance pay) or contractual entitlements (payment in lieu of notice or for unused annual leave).

A dismissal for reasons of redundancy will be deemed necessary if it is both:

- Intended to reduce the labour costs of a company in financial difficulties.
- Made to ensure the maintenance and survival of the business in Thailand.

In general, the employer must provide evidence that there is no alternative option to reduce costs or losses to maintain the business in Thailand. In this situation, the Thai Labour Court will look for fair and objective criteria for identifying the individuals to be made redundant, such as an employee's:

- Length of service.
- Annual performance reviews.
- Relevant skills or experience.

There is no consultation requirement under Thai employment law when deciding to proceed with a redundancy programme. However, in practice, to avoid unfair dismissal claims, the employer may provide a severance package to the dismissed employee in exchange for the employee waiving their rights to pursue further claims against the employer.

### Procedural Requirements

Under Thai law, there is no procedural requirement in redundancy situations other than to provide the requisite advance notice within at least one round of salary payment (that is, usually for one month) that the employment agreement will be terminated. However, if the employer wishes to terminate the employment contract with immediate effect, without any advance notice, the employer must pay salary in lieu of the relevant advance notice period to the affected employee.

### Redundancy/Layoff Pay

Where redundancies are made, employers are liable to pay severance pay to the dismissed employee(s) (see [Question 12](#) for the provisions on severance payments and special severance payments), payment in lieu of advance notice (if the redundancy is effective immediately), and any payments due for unused holidays, as well as any amount due to the employee at the date of termination (for example, accrued bonuses and so on).

## Collective Redundancies

There are generally no specific rules applicable to collective redundancies under Thai employment law, though special rules do apply to technological redundancies (see [Definition of Redundancy/Layoff](#), and [Question 12](#)).

## Employee Representation and Consultation

16. Are employees entitled to management representation (such as on the board of directors) or to be consulted about issues that affect them? What does consultation require? Is employee consultation or consent required for major transactions (such as acquisitions, disposals or joint ventures)?

### Management Representation

Employee representation at the management level is not required under Thai employment law.

### Consultation

While there is no general requirement under Thai employment law for employee consultation, there are a number of situations where consultation with, or the agreement of, the employees or an employee representative body is required.

Where a company has 50 employees or more, the employer must establish an employees' committee, of which at least five members must be chosen from the employees (by election). The committee has the power to provide advice and conduct consultation with the employer with respect to the employees' benefits and welfare. The employer must hold a meeting with the committee at least once every three months, or when a majority of the committee members requests a meeting on reasonable grounds.

Employees are also entitled to form a representative body such as an employees' labour union, labour federation or employee organisation council, subject to the conditions set out in the Labour Relations Act BE 2518 (1975). A labour union can be established by ten or more employees of the same employer (who are not necessarily working in the same workplace) or by employees of different employers but within the same industry.

In workplace relocations (whether to a new location or to another existing location) that materially affect the ordinary course of living of an employee, the employee can refuse to accept the relocation by giving written notice to terminate the employment contract within 30 days of the relocation notice date, and is entitled to receive severance pay (equal to normal severance pay) within seven days from the employment termination date.

If an employer or employee (or any labour union or employees' association) wishes to establish or amend an agreement relating to working conditions within a company, a written request must be submitted to the other party before going through negotiations.

## Major Transactions

Under Thai law, any transfer or merger between the employer and another entity resulting in a change of employer is subject to the prior consent of each transferred employee (see [Question 18](#)). As a share transfer does not result in a change of employer, employee consent is not required for share transfers.

17. What remedies are available if an employer fails to comply with its consultation duties? Can employees take action to prevent any proposals going ahead?

## Remedies

Failure to seek consent from an affected employee in a major transaction (other than a share transfer) can be subject to a claim by the employee on the basis that, in the absence of consent to the transaction, the employee is still deemed to be employed by the prior employer (transferor). All the terms and conditions of work therefore remain the same. If the new employer (transferee) fails to honour any obligations under the existing employment agreement with the employee, the employee can initiate a claim against either:

- The prior employer, in the event of an employment transfer that was made without the employee's consent.
- The new entity, in the event of a merger where the prior employer is merged into that new entity by operation of law.

## Employee Action

Under Thai employment law, employees must provide their consent to have their employment contract transferred to a new employer. Employees are not able to take action to prevent a major transaction, as it is the employer's right to make decisions on the course, nature and operation of its own business, and so the affected employees' rights are limited to the employment claims discussed above.

## Consequences of a Business Transfer

18. Is there any statutory and/or common law protection of employees on a business transfer?

## Automatic Transfer of Employees

Under Thai employment law, any transfer or merger between the employer and another entity resulting in a change of employer is subject to the prior consent of each transferred employee. A share transfer does not result in a change of employer, so employee consent is not required. The transfer of an employee within the same group of companies constitutes a change of employer as it involves different corporate entities. An entire or partial business transfer is also considered to constitute a change of employer. In all cases involving a change of employer, the prior employer (transferor) must both:

- Obtain prior consent from the affected employee(s).
- Ensure that the same rights and obligations afforded to the affected the employee(s) under the employment contract(s) are preserved after the transfer.

## Protection Against Dismissal

As with a business transfer, failure to seek consent from an affected employee in a major transaction (other than a share transfer) can be subject to a claim by the employee on the basis that, in the absence of consent to the transaction, the employee is still deemed to be employed by the prior employer (transferor). All the terms and conditions of work therefore remain the same. If the employee simply provides consent to the transfer but not to the new employment terms, and the new employer (transferee) fails to honour any obligations under the existing employment agreement with the employee, the employee can initiate a claim against the new employer.

## Harmonisation of Employment Terms

The new employer assumes all rights and duties to which any transferred employee was entitled from the prior employer and must accordingly acknowledge each employee's years of service with the prior employer and grant all related benefits. In practice, it is possible to harmonise employment terms between the transferred employees and the existing employees only to the extent that harmonisation is not detrimental to the transferred employee(s). Therefore, if the transferred employee(s) refuse to consent to the new employer's entitlements and benefits, the new employer must maintain two benefits regimes.

## Employer and Parent Company Liability

19. Are there any circumstances in which:

- An employer can be liable for the acts of its employees?
- A parent company can be liable for the acts of a subsidiary company's employees?

## Employer Liability

Under the Thai Civil and Commercial Code, an employer can be held jointly liable with the employee if an employee causes damage to a third party whilst acting in the course of their employment. If the employer has made any compensation to the third party, the employer may be entitled to recover some or all of that compensation from the employee for that damage.

### **Parent Company Liability**

The parent company, as a shareholder of the employer entity, is only liable to the extent of the amount of share capital it has yet to pay to its subsidiary.

### **Employer Insolvency**

20. What rights do employees have on the insolvency of their employer? Is there a state fund which guarantees repayment of certain employment debts?

### **Employee Rights on Insolvency**

Once the court makes an order for receivership, the receiver collects the employer's assets and distributes these to the creditors, including to employees for wages that employees are entitled to receive, before the order for receivership. Debts relating to wages and payments under an employment contract have the highest priority alongside tax debts.

### **State Guarantee Fund**

There is no state guarantee fund that guarantees the repayment of employment-related debts. However, certain qualified employees may have rights to unemployment support payments from the Social Security Fund.

### **Health and Safety Obligations**

21. What are an employer's obligations regarding the health and safety of its employees?

Health and safety in workplaces is governed by the Occupational Safety, Health and Environment Act BE 2554 (2011) (OSHA). The OSHA's aim is to protect persons physically working in an establishment. If an employee works on the premises of a third party, then that third party may also have to comply with the OSHA in providing safety and health measures for the employee.

The OSHA sets out mandatory requirements for employers to provide specific policies for employees, depending on the nature and characteristics of their work, including the following:

- If the employees' work is related to machinery, electrical items or working in a confined space, the employer must provide adequate safety protection measures and equipment for the employee.
- The employer must appoint a safety officer if it has two or more employees. The requirements relating to the seniority and experience of the safety officer depend on the number of employees working in the establishment.
- The employer must provide a medical check-up for employees working in an environment where they may be endangered from heat, light or noise, and for employees working with hazardous chemical substances.
- The employer must provide safety drills, such as firefighting training, for at least 40% of the employees in each department of the establishment at least once a year and submit the result of the training to the Director-General of the Department of Labour Protection and Welfare or an appointed person within 30 days from the training date.
- If an employee is injured, sick or disappears, the employer must notify the Social Security Office in the locality where the employee works, or where the employer resides, within 15 days from the date on which the employer knows (or should have known) of this.
- If a serious accident occurs, or an employee is injured, ill or dies at work, the employer must take certain specific actions prescribed under the OSHA to notify the authorities and, if the authority finds that the employer is in violation of safety measures prescribed under the OSHA, remediate the danger.

## Taxation of Employment Income

22. What is the basis of taxation of employment income for:

- Foreign nationals working in your jurisdiction?
- Nationals of your jurisdiction working abroad?

### Foreign Nationals

Individuals are liable to pay tax in Thailand on income from a:

- Post or office held in Thailand.
- Business carried out in Thailand.
- Property situated in Thailand.

This is regardless of where the income is paid, the nationality of the person, or the duration of time that the person has stayed/resided in Thailand.

Employers must withhold personal income tax due from each employee on a monthly basis, based on the personal income tax brackets of each employee and the calculation methods set out by the Revenue Department.

## Nationals Working Abroad

Individuals who have derived assessable income from a post or office held, or a business carried out, or a property situated abroad, must pay income tax in Thailand if they have resided in Thailand for 180 days or more in any tax year and have brought the assessable income into Thailand in the year in which the income was derived.

Since 1 January 2024, foreign-sourced income that is brought into Thailand has been subject to income tax in Thailand in the year on which it is brought into Thailand.

23. What is the rate of taxation on employment income? Are any social security contributions or similar taxes levied on employers and/or employees?

## Rate of Taxation on Employment Income

The personal income tax rates are as follows:

- Income up to THB150,000: exempt.
- Income from THB150,001 up to THB300,000: 5%.
- Income from THB300,001 up to THB500,000: 10%.
- Income from THB500,001 up to THB750,000: 15%.
- Income from THB750,001 up to THB1 million: 20%.
- Income from THB1,000,001 up to THB2 million: 25%.
- Income from THB2,000,001 up to THB5 million: 30%.
- Income of THB5,000,001 or more: 35%.

## Social Security Contributions

Thai law requires both the employee and the employer to each contribute to a social security fund on a monthly basis, at a rate of 5% (each) of the monthly salary. The monthly salary base is capped at THB15,000, and the maximum monthly contribution amount from the employee and the employer is THB750 each.

To view and customize comparison charts on the taxation of employment income and social security contributions, see Quick Compare Chart, [Rates of Tax on Employment Income](#) (available to PL Dynamic subscribers).



## Intellectual Property (IP)

24. If employees create IP rights in the course of their employment, who owns the rights?

The ownership of the copyright over a work created by an employee during the course of their employment belongs to the employee, unless specifically contractually agreed otherwise (Copyright Act BE 2537 (1994)). Accordingly, it is recommended to enter into a written agreement with the employee where the employee accepts that all copyrights created by the employee in connection with the employment will be owned by the employer.

Under the Patent Act BE 2522 (1979), the right to obtain a patent for the work created by an employee under an employment contract belongs to the employer, unless otherwise agreed between the parties and provided that the invention or design is developed during the execution of the employment contract or, where the employment contract does not require an employee to exercise any inventive activity, the invention was made by using the company's resources, data or reports.

In some circumstances, employees who develop an invention or design during the execution of a contract for a commissioned work can be entitled to a compensation other than their regular salary if the employer benefits from the invention or design. The possibility of the employee being awarded such a compensation need not necessarily be provided for in the employment contract, but a company's internal procedures should, at a minimum, address the following issues:

- An employee's right to special compensation for an invention.
- The employee's duties in relation to the compensation.
- Calculation of the special compensation.
- Timeframe and method of payment of any special compensation.

For further resources on IP in employment, see [Ownership of IP in Employment Toolkit \(International\)](#).

## Restraint of Trade

25. Is it possible to restrict an employee's activities during employment and after termination? If so, in what circumstances can this be done? Must an employer continue to pay the former employee while they are subject to post-employment restrictive covenants?

## Restriction of Activities

**Restriction of activities during employment.** An employee's activities can be restricted during and after employment by providing non-competition and non-solicitation provisions in the employment contract.

**Restriction of activities after termination of employment.** An employee's activities can be restricted after employment by including non-competition and non-solicitation clauses in the employment contract. However, such restrictive covenants must be proportionate and must not prevent the employee from working in their area of expertise.

## Post-Employment Restrictive Covenants

Post-employment restrictive covenants cannot entirely prohibit or obstruct the employee from making a living and can only be enforced on specific restricted businesses and/or for a restricted time period that is deemed fair.

If restrictive covenants cause unreasonable advantage to one party and are not deemed fair and reasonable, they can be declared by the court to be an unfair contract term. The court will then accordingly be able to revise such covenants.

The previous rulings of the Thai Supreme Court have recognised non-competition and non-solicitation covenants that have the following characteristics:

- A limited period: the court has recognised covenants where the period of non-competition or non-solicitation does not exceed two to three years (most cases are two years).
- A limited type of business: the court has recognised such covenants in many cases where the employer specifically determines the type of business in which the employee must not compete.
- A limited geographical coverage: the court has recognised covenants that have clear geographical limits, for example, within Bangkok or within Thailand. The reasonableness of any such geographical limitation will be dependent on the actual ability of the employee to make a living in the same occupation.

## Relocation of Employees

26. Can employers include mobility clauses in employment contracts, or take any other measures, to ensure that employees are obliged to relocate?

In a relocation of an entire workplace that applies to all employees working at the establishment, the employer must post a conspicuous announcement at the current workplace for a continuous period of at least 30 days in advance of the relocation. The announcement must make clear which employees are to be relocated and the scheduled date of the relocation.

If an employee does not wish to relocate to the new workplace due to a significant impact on the employee or their family, the employee must provide written notification to the employer within 30 days of the employer's relocation announcement (or 30 days from the date of relocation itself, if the employer failed to make an announcement). If the employee has duly notified the

employer within the permitted time period that they do not wish to relocate to the new place of business, the employer must pay the employee the requisite severance payments (equivalent to statutory severance pay). In addition, if the employer fails to give the required advance notice of relocation the employee is entitled to special severance pay in lieu of advance notice, at a rate not less than the employee's last rate of wages, for 30 days.

Employees who agree to relocate to the new workplace, regardless of whether an announcement was made, are not entitled to severance pay or special severance pay in lieu of advance notice.

If the employer gives an order to an employee to relocate this will be deemed to be a change to the working conditions, which therefore requires prior consent from the affected employee. However, the Thai Supreme Court has recognised the ability of the employer to order the employee to work at a new location, provided that:

- The employer has that power under the employment contract or work regulations.
- There is a business necessity (reasonable reasons).
- There is no demotion or reduction in welfare and benefits.

For further information on employee mobility, see [Practice Note, Overseas Remote Work: Overview \(International\)](#) and the [Employee Mobility Toolkit \(International\)](#).

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- Comprehensive compliance health check and legal compliance audit on the business operations in Thailand of various multinational companies, including from the perspective of the HR management.
- Advice on closure of factories in Thailand, including strategic plan of actions in relation to HR management.

- Advice on and preparation of complete HR package for the newly incorporated entities for a business operation in Thailand.
- Assisted Bloomberg law in relation to Thailand's country profile on data privacy and data security law and regulations, and the country profile on workplace privacy. Advised a multinational health monitoring solutions provider in relation to data protection requirements under Thai law, particularly the collection, processing and overseas transfer of personal medical information.

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