

## Training Agreement

**THIS AGREEMENT** is dated .....

**AND IS MADE BETWEEN:**

Insert Employee's Name]  
("The Employee"); and

Insert Company Name and Address  
("The Employer")

**WHERE:**

- A. The Employee is employed by the Employer as Insert Employee's Position and Grade.
- B. The Employee has obtained a place in relation to a course of study leading to the award of Insert Qualification in Insert Subject at Insert Name of Educational Establishment ("the Course").

**IT IS HEREBY AGREED AND DECLARED THAT:**

1. In consideration of the Employer agreeing to meet the costs of the Course which are set out in the Schedule to this Agreement ("the Costs"), the Employee undertakes to reimburse these Costs to the Employer if:
  - I. He/she voluntarily withdraws from, or terminates the Course early without the Employer's prior written consent;
  - II. He/she is dismissed or otherwise compulsorily discharged from the Course, unless the dismissal or discharge arises out of the discontinuance generally of the Course;
  - III. His/her employment is terminated by the Employer for reasons of misconduct or gross misconduct prior to the completion of the Course or within 2 years after the end of the Course; or
  - IV. He/she resigns from the employment of the Employer either prior to completion of the Course or within 2 years after the end of the Course.
2. To the extent permitted by law, the Employee agrees that the Employer may deduct a sum equal to the whole or part of the Costs due under the terms of this Agreement from his/her salary/wages (as defined in section 27 of the Employment Rights Act 1996) or from any other allowances, expenses or other payments due to the Employee.
3. Any remaining amounts that could not be deducted from pay due will be paid by the Employee to the Employer within 7 days of leaving employment.
4. The amount due to the Employer under the terms of this Agreement is a genuine attempt by the Employer to assess its loss as a result of the termination of the Employee's employment and takes into account the derived benefit to the Employer. This Agreement is not intended to act as a penalty on the Employee upon termination of his/her employment.

**SCHEDULE (“the Costs”)**

Insert details of the costs to be incurred by the Employer in relation to the Course (e.g. the Course fees, examination fees, the costs of books or other materials, any other expenses paid in connection with the Course).

<b>Actual Course Cost</b>	<b>£</b>
<b>Actual Travel / Subsistence Costs</b>	<b>£</b>
<b>Actual Accommodation Costs (where applicable)</b>	<b>£</b>
<b>Total of all Costs Incurred</b>	<b>£</b>

The costs for training courses vary, but in the event of an employee leaving or their contract being terminated due to misconduct or gross misconduct less than 12 months after the completion of any training course that the Company has paid for Employees will be asked to repay the total cost of the training incurred. If an Employee leaves more than 12 months after training has taken place, but less than 2 years, repayment will be on the schedule as indicated below:

Time between completion of training and date of leaving	Percentage of training cost to be repaid
21 months and one day - 24months	20%
18 months and one day - 21 months	40%
15 months and one day - 18 months	60%
12 months and one day - 15 months	80%
0 - 12months	100%

Name of Employee:.....

Signed:.....

Date:.....

Name of Manager:.....for and on behalf of Insert Company Name

Signed:.....

Date:.....

**NB. This Agreement must be signed by both parties prior to the commencement of the Course**