TRAINING COSTS AGREEMENT

THIS AGREEMENT is dated .................................................... *(insert date)*

AND IS MADE BETWEEN

................................................. (“the Employee”); and

................................................. (“the Employer”).

WHEREAS:

**A.** The Employee is employed by the Employer as a ............ *(insert grade/job title)*.

**B.** The Employee has obtained a place in relation to a course of study leading to the award of ............ *(insert name of qualification)* in ................... *(insert subject)* at .................. *(insert name of college/institute of further or higher education)* (“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 to the Employer the Costs if:

**(i)** he voluntarily withdraws from or terminates the Course early without the Employer’s prior written consent;

**(ii)** he 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 employment is terminated by the Employer for any reason prior to completion of the Course; or

* he resigns from the employment of the Employer either prior to completion of the Course or within (two years/twelve months) after the end of the Course, except that, in the latter case, the amount which would otherwise be due to the Employer shall be reduced by [1/24th/1/12th] part for each complete calendar month after the end of the Course during which the Employee remains employed by the Employer.

**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 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.** If the Employee’s final salary payment is not sufficient to meet the debt due to the Employer under the terms of this Agreement, the Employee agrees that he will repay the outstanding balance to the Employer within one calendar month of the date of termination of his employment, such payment to be made as agreed with the Employer.

**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 employment.

SIGNED:

.......................................................

*(insert name of employee)*

SIGNED:

.......................................................

*(insert name of manager)*

for and on behalf of ................... *(insert name of employer)*

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

SCHEDULE

*(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.)*