

**THIS AGREEMENT** is made on \_\_\_\_\_

**B E T W E E N:**

(1) [*Insert the name of the Company/Employer* ] whose registered office is at

\_\_\_\_\_ (“the Company”)

**A N D**

(2) \_\_\_\_\_ [*insert Employee’s name*] of \_\_\_\_\_  
[*insert employee’s address*] (“the Employee”)

**NOW IT IS AGREED** as follows:

**1. Definitions**

In this Agreement the following term shall have the following meanings:

1.1 “Training fees” means fees paid by the Company in connection with \_\_\_\_\_ [*advisable to insert examples of training fees “gas training fees” incurred*] which is of benefit both to the Employee and the Company

**2. Refund of Fees**

2.1 The Employee shall reimburse to the Company the Training Fees if he / she ceases his / her employment with the Company (for the avoidance of doubt this includes if the Employee resigns or is dismissed) except as mentioned in clause 2.2 below in accordance with the following scale:

<b>Period in which employment ends</b>	<b>Proportion of Training Fees Payable</b>
Within 12 months of the completion of training	75%
From 12 months + 1 day until and including 24 months of the completion of training	50%
From 24 months + 1 day until and including 36 months of the completion of training	25%
From 36 months + 1 day	Nil

2.2 The Employee shall not be liable to make any reimbursement to the Company under this Agreement if the termination was as a result of:

2.2.1 his / her dismissal by reason of redundancy as defined by section 139(1) of the Employment Relations Act 1996

2.2.2 the Employee attaining statutory retirement age, or if retiring earlier under the Company’s pension scheme.

2.3 If the Employee is for any reason indebted to the Company for any amount (which for the avoidance of doubt includes any outstanding proportion of the Training Fees) the Employee agrees and

consents that the Company shall be entitled to make a deduction in or towards the discharge of that liability from his / her remuneration or any other money payable from the Company to him / her.

2.4 The Employee acknowledges that if he / she ceases his / her employment with the Company (except as mentioned in clause 2.2 above) in accordance with the periods set out in the clause 2.1, the relevant proportion of the Training Fees (as set out in clause 2.1) will be repayable immediately by the Employee and recoverable as a debt.

2.5 If the Employee does not complete the Training Course that was paid for by the Company then he /she will be liable under this Agreement to repay the Company the full sum of the Training Fee incurred by the Employer.

2.6 The Company will advise the Employee in writing of the Costs entailed in advance of each course or qualification to be undertaken, and the employee will sign a confirmation that the obligation to repay is accepted in the event of the Employee choosing to leave the company.

2.7 In the event that the Employee provides notice of his / her intention to leave the Company the Company will provide confirmation of any sums payable under paragraph 2.1 of this Agreement in respect of repayment of Training Fees.

**3. Ownership of Qualification**

The Company agrees that any qualifications and Certificates attained by the Employee as part of the training for his employment are the property of the Employee, whether they have been paid for by the Employee or the Company

In WITNESS WHEREOF this agreement has been entered into on the date stated at the beginning.

Signed by ..... )  
On behalf of the Company )  
in the presence of ) .....  
.....  
Signature of Witness

Signed by ..... )  
On behalf of the Employee )  
in the presence of ) .....  
.....  
Signature of Witness

**Example letter regarding planned training**

To (Employee)

Date

You have been asked to participate in [course / exam] on [dates or timescale].

The cost to the company will be (£\*\*\*).

Should you decide to leave the employ of this company, you will be expected to reimburse the company as follows:

Within 12 months of completion, 75% of £\*\*\* (amount)

From 12 months + 1 day up to 24 months of completion, 50% of £\*\*\* (amount)

From 24 months + 1 day up to 36 months of completion, 25% of £\*\*\* (amount)

Please sign below to confirm your agreement of this obligation.

Yours sincerely

(Manager)

(Company)

I agree to the above repayment terms should I decide to leave the company within the timescales shown

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(Employee)