

# Agreement for refund of training fees

## DATE AND PARTIES

THIS AGREEMENT is made on \_\_\_\_\_ 20 \_\_\_\_\_ between -

<i>Party</i>	<i>Name</i>	<i>Address</i>
<b>the Employer:</b>		
<b>the Employee:</b>		

## DEFINITIONS

1 In this Agreement the following terms shall have the following meanings -

### 'Contract of Employment'

means a contract of employment made on \_\_\_\_\_ (date) between the parties.

### 'Course'

means a course of study called \_\_\_\_\_  
to be held at \_\_\_\_\_

### 'Course Fees'

means fees for the Course which amount to £ \_\_\_\_\_

## STUDY LEAVE

2 The Worker shall have leave of absence from the Employer from \_\_\_\_\_ (date) to \_\_\_\_\_ (date) for the sole purpose of attending the Course (delete this wording if inapplicable)

## COURSE WORK

3.1 The Worker shall as part of the Worker's duties under the Contract of Employment attend the Course diligently and apply the whole of his or her energies during the Course to the acquisition of the skills and knowledge taught or otherwise made available in connection with the Course and to the successful achievement of all work tests and examinations set in connection with the Course.

3.3 The Worker shall permit the Employer to inquire of any institution or tutor as to the progress and attendance of the Worker at any course of instruction and as to the result of any examination.

## COURSE FEES

4 The Employer shall pay -

- the whole  
(or -delete the inapplicable alternative, and complete if necessary)
- \_\_\_\_\_%

of the Course Fees to -

- the institution providing the Course  
(or - delete inapplicable alternative)
- the Worker as reimbursement on the presentation of a receipted invoice or other evidence of payment

**SALARY**

5 The Employer shall pay to the Worker his or her salary during the Course in accordance with the Contract of Employment.

**CONTINUITY**

6 The Worker's attendance of the Course shall not constitute a break in the continuity of the Worker's employment under the Contract of Employment.

**REIMBURSEMENT OF FEES**

7.1 If the Worker's employment with the Employer ceases (except as mentioned in clause 7.2), the Worker shall reimburse to the Employer the Course Fees (or that part of the Course Fees actually paid by the Employer) and the gross amount of the salary paid to the Worker during the Course in accordance with the following scale:

<i>Period in which employment ends</i>	<i>Percentage of Course Fees repayable</i>	<i>Percentage of salary repayable</i>
During the Course	100%	100%
Within one year after the end of the Course	100%	50%
More than one year but not more than two years after the end of the Course	100%	NIL
Over two years after the end of the Course	NIL	NIL

7.2 The Worker shall not be liable to make any reimbursement to the Employer under this agreement if the termination was as a result of:

- resignation on a ground justifying summary resignation or
- unfair dismissal by the Employer

7.3 If the Employer waives the repayment of all or part of the Course Fees the Employer shall pay any income or other tax payable as a result of the waiver and compensate the Employer in full on demand for any liability for any liability for such tax.

7.4 If the Worker for any reason is indebted to the Employer for any amount (including any overpayment made by the Employer to the Worker) the Employer shall be entitled to make a deduction in or towards the discharge of that liability from the Worker's remuneration or any other money payable from the Employer to the Worker.

**PRIOR AGREEMENT**

8 The Principal Agreement shall remain effective in all respects except as expressly altered by this Agreement

**SIGNED BY/ON BEHALF OF THE PARTIES**

<i>Party</i>	<i>Signatory</i>	<i>Signature</i>
The Employer		
The Worker		