

DATED _____

(1) << >>

(2) << >>

PRE EMPLOYMENT TRAINING FEES REFUND AGREEMENT

THIS AGREEMENT is made the << >> day of << >>

BETWEEN

- (1) <<Company name>> a company registered in <<country of registration>> under registration number <<registration number> whose registered office is at <<registered office>> (herein referred to as “we”, “us” or “the Company”).
- (2) <<Employee name>>of <<home address>>(herein referred to as “you” or “the Employee”)

IT IS AGREED as follows:

1. Payment of Course Fees

1.1 The Company agrees to [pay any unpaid <<course name>> (“the Course”) fees] [contribute up to <<£ or % >> towards the <<course name>> (“the Course”) fees] (“the Fee”) on behalf of the Employee on the terms below.

1.2 EITHER

Payment of the Fee will be made directly to the institution providing the Course upon receipt of the invoice by the Company.

OR

Payment of the Fee will be made to the Employee upon proof of the amount of the Fee << [already disbursed and] due to be paid >> being supplied to the Company.

2. [Minimum Requirements for Payment of Course Fees

To secure the payment of the Fee as set out in Clause 1 the Company requires you to [pass the course] [with no failed modules/re-sits] [with a minimum grade of <<required grade>>]. In the event that you do not meet these requirements you will be required to repay [<< >>%] [the full amount] of the Fee to the Company forthwith.]

3. Repayment of Fee in Event of Termination

3.1 In the event that your employment is terminated, either by you or by the Company on the grounds of misconduct or gross misconduct, within << >> months of <<date of employment commencing/date of qualification>> (“Relevant Date”) or at any time prior to the Relevant Date, the Company reserves the right to recover from you all or a proportion of the Fee on the basis of the scale set out below;

Duration of service at
Time of Termination

Proportion of fee repayable

[Prior to relevant date]

[0-1 months]

[1-3 months]

[3-6 months]

[6-9 months]

[9-12 months]

3.2 You agree that the Company shall retain your wages any sums due under sub-clause 3.1 in the event of the termination of your employment. If after the termination of your employment you remain owing a balance payable to the Company you shall pay the balance to the Company forthwith.

3.3 You will not be required to pay any sums if your employment is terminated through redundancy (for example, through redundancy) [or if you are terminated at the end of your training contract/agreement]

4. **[Payment of Maintenance]**

The Company agrees to pay Maintenance for <<course name>> upon the official course starting date [or the date that the Employee has commenced the course ("Relevant Date")]

<<relevant amount>> by way of <<payment method(s)>> provided that the Employee

5. **[Minimum Requirements for Maintenance]**

To secure the payment of Maintenance the Company requires you to [pass the course with a minimum grade of <<required grade>>] [and to pass these requirements you will be entitled to the Maintenance to the Company]

under clause 4 the Company will pay Maintenance for <<course name>> [with a maximum of <<number of modules/re-sits>>] [with a requirement that you do not meet <<percentage>>%] [the full amount] of

6. **[Repayment of Maintenance]**

6.1 In the event that your employment is terminated by the Company on the grounds of redundancy, or gross misconduct, within << >> months of the date of your qualification ("Relevant Date"), the Company requires you to repay a proportion of the Fee of << >> % of the Fee of << >>

<<relevant amount>> if you are terminated, either by you or by the Company, on the grounds of redundancy, or gross misconduct, within << >> months of the date of your qualification commencing/date of your qualification prior to the relevant date, the Company requires you to repay from you all or a proportion of the Fee of << >> % of the Fee of << >> as set out below;

Duration of service
Time of Termination

<<relevant amount>> maintenance repayable

[Prior to relevant date]

S

A

M

P

L

E

- [0-1 months]
- [1-3 months]
- [3-6 months]
- [6-9 months]
- [9-12 months]

- 6.2 You agree that the Co... your wages any sums due under sub-claus... termination of your employment. If after su... a balance payable to the Company you... by the balance to the Company forthwith.
- 6.3 You will not be require... of your employment is terminated through n... for example, through redundancy) [or if you... on at the end of your [training contract/appre...

For and on behalf of <<company name>>

Signed:

Employee

I hereby confirm that I understand t... of the offer made by <<company name>> to pay the Fee... my behalf. [Further I hereby confirm that I understand th... of the offer made by <<company name>> to pay Maint... e commencement of <<course name>>].

I accept the terms of this Agreement.

Signed:
<<Employee name>>



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