

DATED _____

(1) << >>

(2) << >>

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.]
- 1.3 The Company will not pay any course fees until a signed copy of this Agreement has been returned to <<insert Job Title e.g. HR Manager>>.

2. Study Leave

- 2.1 [The Company shall allow the Employee a leave of absence from << date >> to << date >> for the purpose of attending and completing the Course.]

OR

[The Company shall allow the Employee such time off as is necessary for the Employee to prepare, attend and complete the Course. In particular the Employee shall be permitted to leave work early in order to travel to attend the Course if necessary, and be allowed to take a reasonable amount of time off to complete any assignments or examinations. [The regular << Weekly / Fortnightly / Monthly >> requirements for time off expressly permitted under this Agreement are:

[Any known requirements for time off should be listed here]

<< Day >>	<< Time off req	of time off >>
<< Day >>	<< Time off req	of time off >>

]

- 2.2 The Employee's contract of employment shall remain in force throughout any time off under this Agreement and the Employee shall continue to benefit from his/her terms and conditions of employment.
- 2.3 The whole period of absence shall count for seniority and pension purposes.

3. **Salary [or Maintenance]**

[The Company shall pay the Employee his/her contract of employment [pro rata] in accordance with the applicable collective bargaining agreement to attend the Course].]

OR

[The Company agrees to pay to the Employee Maintenance in lieu of salary during the absence by <<payment method(s)>> upon the official course start date. The Company shall inform the Employee that the Employee has commenced the course.]

4. **Obligations of the Employee**

- 4.1 You shall for the duration of the Course, which requires a full-time commitment, devote all your efforts to the Course, which requires a full-time commitment, including seminars, lectures or other teaching sessions during the absence. You shall not engage in any other activity that may interfere with your participation in the Course or that any such activity may be detrimental to the Company's interests during your own time.
- 4.2 By accepting the Company's offer of the Course, you consent to the Company's evaluation of your progress on the Course of the Company during the absence as to your progress on the Course of the Company.

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

To secure the payment of the Fee and the Company requires you to [pass the Course] [with a minimum grade of <<required grade>>]. If you do not meet these requirements you will be required to pay the full amount of the Fee to the Company forthwith.]

6. **Repayment of Monies in Event of Termination**

- 6.1 In the event that your employment is terminated by you or by the Company on the grounds of misconduct, within << >> months of <<date of termination/qualification>> ("Relevant Date"), the Company reserves the right to require you to repay to the Company, on a pro rata basis, a proportion of the Fee [and Salary] on the basis of the

scale set out below:

Duration of service at Time of Termination	Proportion of Fee repayable	Salary / repayable
[Prior to relevant date]	[100%]	
[0-1 months]	[90%]	
[1-3 months]	[75%]	
[3-6 months]	[50%]	
[6-9 months]	[25%]	
[9-12 months]	[15%]	

- 6.2 You agree that the Company may deduct any sums due under sub-clause 6.1 from any sums payable to you in connection of your employment. If after such deduction there is a balance payable to the Company you agree to repay the balance to the Company forthwith.
- 6.3 Depending on the circumstances the Company may agree to the repayment of the Fee by the Company being made by another method, for example, by a series of repayments. The amount to be repaid by the Company under sub-clause 6.1 shall not be reduced if the amount is to great to be repaid by the Company for the duration of your employment. The Company for the duration of your employment ends if the employment is terminated through no fault of the employee (redundancy).
- 6.4 You will not be required to repay the Fee if your employment is terminated through no fault of the employee (redundancy).

For and on behalf of <<company name>>

Signed:

Employee

I hereby confirm that I understand the terms of the offer made by <<company name>> to pay the Fee for <<company name>> me [and maintenance / salary] for the duration of my employment.

I accept the terms of this Agreement.

Signed:
<<Employee name>>