

# Training Agreement Template

## Undertaking to repay costs incurred during external training courses

This Agreement is dated [date] and is made between:

[Name], the employee

And

[Employer Name], the employer

Whereas:

1. The Employee is employed by the Employer as a [job title].
2. The Employee has obtained a place in relation to a course of study leading to the award of [Name of Award or qualification].

### Please note:

External Training is defined as any training outside of the direct training an employee is required to have in allowing them to perform their job as determined by the company and or by the Health and Safety Executive.

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 (“[£cost]”), the Employee undertakes to reimburse to the Employer the costs if:
  - i. He or she voluntarily withdraws from or terminates the Course early without the Employer’s prior written consent;
  - ii. He or she 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 or her employment is terminated by the Employer for any reason prior to completion of the Course; or
  - iv. He or she resigns from the employment of the Employer either prior to completion of the Course or within (12 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 [1/12th] part for each complete calendar month after the end of the Course during which the Employee remains employed by the Employer.
  - v. 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.
  - vi. 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:

.....  
[Employee Name]

Signed:

.....  
[Director/Manager]

**NB. This Agreement should be signed by both parties prior to the commencement of the Course.**

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