

## **Addendum to Staff Contract for all new training with effect from 1<sup>st</sup> September 2018**

### **Repayment of Training Costs**

1. From time to time The Creative Learning Partnership Trust (CLPT) may pay for you to attend training courses. In consideration of this, you agree that if your employment terminates after the Trust has incurred liability for the cost of you doing so you will be liable to repay some or all of the fees, expenses and other costs (the **Costs**) associated with such training courses in accordance with clause. (This applies where the costs of your training exceed £300.)
2. Except in the circumstances set out in clause 3, you shall repay the Trust as follows:
  - a. If you cease employment before you attend the training course but the Trust has already incurred liability for the Costs, 100% of the Costs or such proportion of the Costs that the Trust cannot recover from the course provider shall be repaid;
  - b. If you cease employment during the training course or within 12 months of completing the training course, 100% of the Costs shall be repaid;
  - c. If you cease employment more than 12 months but no more than 18 months after completion of the training course 50% of the Costs shall be repaid;
  - d. If you cease employment more than 18 months but no more than 24 months after completion of the training course 25% of the Costs shall be repaid;
  - e. After 24 months no repayment shall be required
3. You shall not be required to repay any of the Costs under this clause in either of the following circumstances:
  - a. The Trust terminates your employment, except where:
    - It was entitled to and did terminate your employment summarily;
    - It terminated your employment pursuant to an application by you for voluntary redundancy;
  - b. You terminate your employment in response to a fundamental breach by the Trust.



4. You agree to the Trust deducting the sums under this clause from your final salary or any outstanding payments due to you.
5. You agree that if the trust waives your obligation to repay the Costs under this clause, you will be solely responsible for any income or other tax payable as a result of the waiver and you shall indemnify the Trust on a continuing basis in relation to any such tax.
6. All or a proportion of the training costs may also need to be repaid if you decide not to complete the course. In these circumstances each case will be judged individually.