INDUSTRIAL SERVICES

HR 013 - UNDERTAKING TO REPAY COSTS INCURRED DURING EXTERNAL TRAINING COURSES – (Under £400 total course cost)

THIS AGREEMENT is dated: 21/11/2022 AND IS MADE BETWEEN:-

("the Employee") Paul Tiffney

and

("the Employer") MR Industrial Services Limited

WHEREAS:-

A. The Employee is employed by the Employer as a Transport Manager

B. The Employer has booked a place for the Employee in relation to training and development in Forklift Refresher with TC Training Services ("the Course")

IT IS HEREBY AGREED AND DECLARED THAT

1. In consideration of the Employer meeting the costs of the Course which are set out in the Schedule to this Agreement ("the Costs"), the Employee undertakes to reimburse to the Employer the Costs if:

(i) he/she voluntarily withdraws from or terminates the Course early without the Employer's prior written consent;

(ii) he/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) Employment is terminated by the Employer for any reason either prior to completion of the Course or within one year 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.

(iv) he/she resigns from the employment of the Employer either prior to completion of the Course or within 12 (Twelve) calendar 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.

2. 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 in accordance with Clause 1 (iii) under the terms of this Agreement from his/her 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.

3. 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/her agreement.

SIGNED:

..... (Paul Tiffney)

..... (Martyn Nimmo – Workshop Manager)
for and on behalf of MR Industrial Services Limited

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

SCHEDULE OF COSTS

(Insert details of the costs to be incurred by the Employer in relation to the Course e.g. the Course fees, the costs of books or other materials, any other expenses paid in connection with the Course).

Course Fees: £200

COURSE TO TAKE PLACE ON 28th November 2022