



HUMBERSIDE FIRE AND RESCUE SERVICE

# People and Development

## Learner / Training Agreement

Owner	Executive Director of People and Development
Responsible Person	Head of Organisational Development
Date written	March 2019
Date of last review	January 2024
Date of next review	January 2027
EIA Reviewed	January 2024



What we must  
do well



How we support our  
communities



We value and support  
the people we employ



We efficiently manage  
the Service

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## **1. INTRODUCTION**

Humberside Fire & Rescue Service (HFRS) aims to ensure that all staff are provided with the means to access and apply the knowledge, skills, experience, qualities and attributes to enable them to become competent and to maintain that competence throughout their career.

### **Core Code of Ethics**

HFRS has adopted the Core Code of Ethics for Fire and Rescue Services. The Service is committed to the ethical principles of the Code and strives to apply them in all we do, therefore, those principles are reflected in this Policy.

### **National Guidance**

Any National Guidance which has been adopted by HFRS, will be reflected in this Policy.

## **2. EQUALITY AND INCLUSION**

HFRS has a legal responsibility under the Equality Act 2010, and a commitment, to ensure it does not discriminate either directly or indirectly in any of its functions and services nor in its treatment of staff, in relation to race, sex, disability, sexual orientation, age, pregnancy and maternity, religion and belief, gender reassignment or marriage and civil partnership. It also has a duty to make reasonable adjustments for disabled applicants, employees and service users.

## **3. AIM AND OBJECTIVES**

That all staff are able to gain knowledge, skills, experience, qualities and attributes through appropriate training, that they become competent and maintain that competence throughout their career.

## **4. ASSOCIATED DOCUMENTS**

- [Equality Impact Analysis](#)
- Legal References  
There are no specific legislative requirements relevant to this policy.
- National Guidance Reference  
There is no specific National Guidance relevant to this policy.

## **5. GUIDANCE INFORMATION**

A Learner Agreement is an agreement between HFRS and an employee undertaking a course or period of development. The agreement between the two parties will be applied in the following circumstances:

- Any training course or development programme where the fee for the study period is £1,000 or more in which HFRS outlay the initial costs. The training requirement for the individual will be agreed by the Service, the Individual and

training provider prior to commencement of the course with agreed timescales and expectations for completion.

- Programmes of study of 5 days or more.
- Study periods which involve release from daily work activity relating to 5 sessions or more.
- Fire Service College courses (and other providers for the same course) will be included within the rules of agreement as decided by the Service.

Course costs include initial fees, examination fees relating to the training and materials necessary to fulfil the programme.

Travel, accommodation and expenses will be paid as per the current Service guidance.

**A learner agreement is NOT required for the following:**

- Internal training courses.
- Individual study days of less than 5 days.
- Courses for which the fee is less than £1,000 or less than 5 days study release from work activity.
- Conferences and meetings relating to individual role or references.

**HFRS will reclaim costs from the individual which may be repaid in full if without valid reason:**

- The employee fails to attend the course dates as agreed.
- The employee fails to complete coursework requirements and/or assignments/portfolio as expected from the study programme, without reasons considered to be satisfactory by HFRS.

Or additionally:

- The employee is excluded from the course for misconduct.
- The employee leaves or is dismissed from the Service.

**If an individual resigns or is terminated from their employment learner costs for each course agreed will be reclaimed as follows:**

- During the course and up to 12 months of completion of a course – 100% repayable.
- Within 12 and 24 months of completion of a course – 75% repayable.
- Within 24 and 36 months of completion of a course – 50%
- \*Addendum to contract which can extend criteria c for up to another 24 months.
- Where there has been considerable individual investment by the Service, for example, Business Safety or Occupational Health positions. These individuals will be required to sign an \*addendum to contract of employment of between 3-5 years duration, taking into account the reclaim ratio described above.

Managers supporting staff with a learner agreement must submit the learner agreement to the Head of Organisational Development for approval. The Learning and Development Manager will ensure submitted agreements are reviewed periodically (annually as a minimum).

**If anyone requires any further guidance / information relating to this document, please contact Organisational Development**

## APPENDIX A: LEARNER /TRAINING COSTS AGREEMENT

### Section1 (to be completed by the Line Manager)

Name:

Service Number:

Role:

Section:

Course Title  
& Dates:

Course Title:

Date:

Total Course Costs  
& Provider:

Total Course Costs:

£

Provider:

Course Submitted &  
Approved by

Head of Organisational Development:

YES

☐

NO

☐

## APPENDIX A: SECTION 2: ADDENDUM TO CONTRACT OF EMPLOYMENT

This agreement is dated from:

.....to.....

And is made between The Employee:

Name: .....

And Humberside Fire and Rescue Service

Whereas:

- The Employee is employed by the Service as detailed in Section 1.
- The Service has booked a place for the Employee in relation to training/development as detailed in Section 1.

### It is hereby agreed and declared that:

1. In consideration of the Service meeting the costs of the Course which are set out in section 1 (the total\* of which should include all relevant items such as course fees, books/materials, professional registration, and any other agreed expenses paid in connection with the course for the duration of the course) the Employee undertakes to reimburse the Service of costs incurred if the employee breaches any of the conditions outlined on page 4.
2. To the extent permitted by Law, The Employee agrees that the Service may deduct a sum equal to the whole or part of the Costs due in accordance with those reasons outline on page 2 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 Service under the terms of this Agreement is a genuine attempt by the Service to assess its loss as a result of the termination of the Employees' employment and takes into account the derived benefit to the Service. This Agreement is not intended to act as a penalty on the Employee upon termination of his/her agreement.

**SIGNED:**

**Name of  
Employee:**.....

**Signature of  
Employee:**.....

**Name of  
Manager:**.....

**Signature of Manager  
for and on  
behalf of Humberside Fire and Rescue Service:**  
.....

**N.B.** This agreement must be signed by both parties prior to the commencement of the Course.



**APPENDIX B                      LEARNER DECLARATION**

I confirm that I have read and accept the provisions of the financial assistance and leave for the training programme and will undertake and agree to the terms and conditions set out.

Should I leave HFRS before the end date of this agreement, fail to complete the programme or withdraw my services, I hereby authorise HFRS to reclaim the costs incurred above on my behalf from my salary payment and/or I will be invoiced for the costs as appropriate, which I agree to pay.

<b>Learner Signature:</b>	<div></div>	<b>Date:</b>	<div></div>
<b>Manager Signature:</b>	<div></div>	<b>Date:</b>	<div></div>
<b>Head of OD Signature:</b>	<div></div>	<b>Date:</b>	<div></div>

**APPENDIX C: REIMBURSEMENT COSTS**

**SECTION 2** *(only to be completed by the Line Manager/budget holder in the event of costs being applicable for reimbursement in line with the terms of the Learning Agreement).*

**Notification to Payroll**

The Learner (please state name and job role)

**Name:**.....

**Job Role:**.....

Is leaving HFRS ☐ Has not completed the course without valid reason ☐

and in accordance with the Learner Agreement must repay the sum of £

Individuals are required to contact Corporate Finance and Procurement on submission of their written notice of termination of employment to agree the terms of their Learner Agreement deduction. Finance will then deduct the sum from the individual's salary or raise an invoice in accordance to the terms that have been agreed.

Should Individuals fail to contact the Finance Department then Finance will determine how to deduct/collect any sum owing from the Learner Agreement

**Learner Signature:**

**Date:**

**Manager Signature**

**Date:**

**Head of OD Signature**

**Date:**