

Recovery of Company Expenditure Agreement

Applicability: SWGR

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Due to the transient nature of manpower and the considerable costs to SWGR associated with *employing/engaging with you for your services and for ensuring that you are a fit and proper operative to work in the industry SWGR requires all Operatives to agree to the terms and conditions as outlined in this Recovery of Company Expenditure Agreement. These costs include but are not limited to Drug and Alcohol Screening, Medical Examination, Industry Skills Training, Skills Testing, Skills Assessment, Annual Fees or Subscriptions. We shall inform you, if requested, of the cost of any screening, examination, training, testing, assessment, annual fees or subscription or any other associated cost prior to commencement of the actual event.

All costs associated with *employing/engaging, maintaining or developing your personal skill set and for ensuring that you are a fit and proper worker to work in the industry will initially, if agreed, be borne by SWGR subject to the terms below and on the proviso that you recognise and accept that as these qualifications, skills and competencies are readily transferrable, we have, in the best interests of our business, the right to protect our investment in you as an individual.

If the relationship for *employment/services is terminated by either party, for whatever reason, within a period of 12 months after any screening, examination, training, testing, assessment, annual fees, subscriptions or any other associated cost incurred by SWGR, you will be required to reimburse SWGR for those costs either wholly or in proportion to the remainder of that period of 12 months. Where SWGR engage for your services, should you be unavailable for work for a continuous period of four weeks without prior arrangement with the relevant Operations Management, it will be deemed that the relationship for services has been terminated.

The date to which the calculation will apply will be the date on which the Operative last carried out work for SWGR irrespective of the actual date of termination. The relevant proportions for reimbursement are as follows:

Period From Completion of each Screening/Examination /Training/Testing etc	Deduction	
Up to 3 months	100%	
Between 3 months and 6 months	75%	
Between 6 months and 9 months	50%	
Between 9 months and 12 months	25%	In

circumstances where SWGR are not prepared, based on an assessment of risk and suitability, to initially bear the costs associated with *employing/engaging, maintaining or developing your personal skill set and for ensuring that you are a fit and proper worker to work in the industry, you will be informed of this decision and the options available to you. You will normally have the option of agreeing to a one off deduction of the costs incurred by SWGR on your behalf from your payment for services or, solely at the discretion of SWGR, a repayment schedule of deductions over a period of time up to a maximum of 6 weeks duration. SWGR will issue on full and final payment of monies owed, a confirmation receipt to the Operative for taxation purposes. Should the relationship for *employment/services be terminated by either party for whatever reason before full repayment is made, you shall immediately be wholly responsible and liable for all outstanding monies as a debt.

In circumstances where you have agreed and are scheduled to attend a screening, examination, training, testing, assessment or any other event that incurs a cost on SWGR and then fail to do so you will be responsible and liable to reimburse that cost through agreed, reasonable and regular deductions from your *pay/payment for services. SWGR may, in its sole discretion, modify or waive any sum due by you if it considers there is an adequate reason for your non-attendance. Should the relationship for *employment/services be terminated by either party for whatever reason you shall immediately be wholly responsible and liable for all outstanding monies as a debt.

*Ihave read and fully understand that by signing this document I have agreed to and accept the terms and conditions of the **SWGR Recovery of Company Expenditure Agreement** and my liability to reimburse SWGR for all outstanding monies and this applies to all costs as outlined in this document and incurred by SWGR in the 12 months prior to my date of leaving the services of SWGR. I hereby agree to any monies owed by me to be deducted from any payments due to me from SWGR in the first instance, with any outstanding balance being recovered as a debt. Please note that this document updates and supersedes any previous versions of SWGR Training Agreement or Recovery of Expenditure documents.*

Cost Detail: _____ Cost (including VAT): £ _____

Signature: _____ Date: _____