Workx Advocaten

THE TRAINING COSTS CLAUSE: CAN AN EMPLOYER RECOVER TRAINING COSTS?

If an employee leaves early after a training course paid for by the employer, the employer often wants to recover the study costs. Since the Wet implementatie EU-richtlijn transparante en voorspelbare arbeidsvoorwaarden (Act implementing the EU Directive on Transparent and Predictable Working Conditions, 1 August 2022), the answer depends on a number of factors.

Recovering study costs: **possible, but not always**

01. WHICH TRAINING, WHICH RULE?

MANDATORY TRAINING (ARTICLE 7:611a DUTCH CIVIL CODE)

Training that is mandatory under the law or a collective labour agreement in order to perform the job must be free of charge; a repayment obligation is null and void.

The time spent on this training counts as working time; only for employees earning the minimum wage must that time also be paid.

Examples: courses in performance improvement plans, training to work with new systems. A course the employer makes mandatory in the employment contract may also fall under this.

No recovery or set-off

EXCEPTION: PROFESSIONAL QUALIFICATION

Training to obtain, maintain or renew a professional qualification does not fall under the prohibition. For this, repayment on early departure may be agreed.

Agreeing repayment is allowed, provided it is properly recorded

THE EXCEPTION TO THE EXCEPTION

There must be no statutory or collective labour agreement obligation to provide this training. If there is, the clause is still null and void.

Whether it concerns a professional qualification often follows from lists (for example the Regeling vaststelling lijst gereglementeerde beroepen, the regulation listing the regulated professions), but these are not always decisive: courts look at all the circumstances of the case, including the content and context of the training and the position.

Mandatory by law or collective labour agreement: no set-off

02. ENTRY QUALIFICATION OR MANDATORY TRAINING?

ENTRY QUALIFICATION

Training already required at the start of employment. A study costs clause is allowed, **provided the requirements from case law (below) are met**.

ONLY BECOMES MANDATORY DURING EMPLOYMENT

The prohibition of Article 7:611a of the Dutch Civil Code applies: the study costs **may not be set off**.

WHAT DOES CASE LAW SHOW?

The Supreme Court (Muller/Van Opzeeland, 1983): a clause is in principle valid if

1. the employer benefits, for a reasonable period, from the knowledge acquired,
2. the repayment obligation decreases proportionally the longer the employment contract lasts (sliding scale), and
3. the employee has been informed in advance, in writing and clearly, of the (financial) consequences.

Courts apply these requirements strictly: in several recent judgments the clause was invalid because the agreements were too vague or insufficiently specified

PRACTICAL TIPS FOR EMPLOYERS

- **Check the nature of the training:** mandatory under the law or the applicable collective labour agreement? Then no set-off.
- **Be transparent and specific:** record in writing and in advance which course it concerns, what the costs are and what the repayment schedule looks like.
- **Use a sliding scale:** let the repayment obligation decrease as employment progresses.
- **Avoid breaching the minimum wage:** in a set-off, net pay must not fall below the statutory minimum.

So it pays to draft study costs clauses carefully and transparently so that no dispute arises later in the event of an (unexpected) departure.

Based on our article 'The study costs clause – may an employer set off study costs?', 8 October 2025 — workxadvocaten.nl (in Dutch)
www.workxadvocaten.nl/en/artikel.html?a=studiekostenbeding

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