

**Pro forma Agreement**

**This document summarises our offer to you for Services. If you accept the terms of this offer, please complete and sign this document and return it to [\[insert details\]](#).**

Company name (“**you**” or “**your**”): \_\_\_\_\_

Contact name *(including for notices)*: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email address: \_\_\_\_\_

**Term:** \_\_\_\_\_ Start date: \_\_\_\_\_ End date: \_\_\_\_\_

Description of courses/Services and rates applicable:

***[Note: Insert details. E.g. course name/title, course fee, any applicable discounts etc.]***

Total fees payable (excluding VAT and expenses): ***[Note: Insert amount.]***

Invoicing arrangements: Each booking against this agreement will be invoiced on confirmation

Please indicate payment method. Payment is due 15 Working Days prior to the start of the course or 30 days from the date of an invoice, whichever is the earlier.

BACS [  ] Cheque [  ] Credit Card [  ] + Purchase Order Number \_\_\_\_\_ *(Please attach a copy)*

**I confirm that I have read and accept the terms and conditions of business and the terms of this document *(please also see reverse)*.**

Name: \_\_\_\_\_

*(please print)*

Position within Company or \_\_\_\_\_

Job Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### 1. Terms and conditions

This document is entered into between you and QA Limited (company number 02413137) with registered office at Rath House, 55-65 Uxbridge Road, Slough, Berkshire, SL1 1SG (“we”, “us” or “our”). It should be read together with our terms and conditions of business available at [www.qa.com/notices/terms-and-conditions-of-business](http://www.qa.com/notices/terms-and-conditions-of-business). Together they contain legal rights and obligations which are part of your relationship with us. Defined terms used in this document shall have the same meaning as terms defined in our terms and conditions of business.

### 2. Payment and cancellations by you

Payment shall be due as indicated on the front of this document. All fees are exclusive of value added tax which shall be charged at the applicable rate. All fees are also exclusive of travel, meals and other related expenses which shall be payable by you upon presentation of invoices by us. Please note that we reserve the right not to provide any Services until full payment has been received.

If the Consumer Protection (Distance Selling) Regulations apply, you have the right to cancel this agreement without liability within 14 days of the date when this agreement is signed provided that the courses or services have not commenced and are not due to commence in that period. Except as otherwise provided in this paragraph, if you wish to cancel and/or re-schedule a course or service, the fees set out below shall apply to such cancellation or re-scheduling. We will issue a supplementary fee invoice to you for any cancellation and/or re-scheduling fees and you shall make payment in full to us within 15 working days of the date of the supplementary fee invoice:

#### Public scheduled courses

Confirmed booking with agreed dates	15-11 working days before course commencement	10-6 working days before course commencement	5-0 working days before course commencement
Cancellation fee	50%	75%	100%
Re-scheduling fee	25%	50%	100%

#### All services other than public scheduled courses

Confirmed booking with agreed dates	20-11 working days before course commencement	10-6 working days before course commencement	5-0 working days before course commencement
Cancellation fee	50%	75%	100%
Re-scheduling fee	50%	75%	100%

If you have made a provisional booking, we will hold such booking for 10 calendar days after which the provisional booking will be automatically cancelled.

### 3. Bookings and prerequisites

Your unique reference number is [\[insert number\]](#) and must be quoted at the time of making a booking with us. For public scheduled courses you are expected to book each course at least three weeks prior to the course start date. It is your responsibility to ensure that all the course delegates meet the course prerequisites, which can be found on the QA website or on the course outline and which will be confirmed on the joining instructions.

### 4. Cancellations by us

We reserve the right, at our discretion, to change course schedules, change course content, discontinue courses, limit class size and cancel courses in which event we will notify you 10 days prior to the course start date. In the event of such changes or cancellations, we will refund to you 100% of the fees already paid by you in advance but we shall have no further liability to you whatsoever.

### 5. No guarantee as to availability

Whilst we aim to offer flexibility with course bookings we cannot guarantee availability of any individual course.

### 6. Attendance at courses

Once you have agreed to the terms of this document, any of your employees may attend the courses covered by this document provided that they meet the prerequisites for the relevant course (if any).

**7. Microsoft vouchers**

You hereby authorise us to investigate whether you have any training day benefits under the Software Assurance Licence Agreement with Microsoft. This does not change the terms of any agreement with Microsoft. [For more information, click here [\[insert link\]](#).]

If you do not wish for QA to undertake such investigation on your behalf, please tick here

**8. Variations**

This document may only be varied in writing by an authorised representative of each party. Please note that no other form of contract or communication sent by you to us in relation to this document shall be deemed accepted by us except where our authorised representative expressly agrees to such contract or communication in writing.

SAMPLE