

The complaint

Miss C complains about a paralegal training programme that she paid for by taking out a credit agreement with Social Money Limited trading as Payl8r.

What happened

In June 2024, Miss C says she received an unsolicited sales call from a firm, who I'll call 'A'. She says A offered her an interview for a paralegal position. Although Miss C says she was unsuccessful in the interview, she says A offered her a training course, at the end of which she was guaranteed a paralegal role.

Miss C says A told her that places on the course were in demand, so she had to decide quickly. She says she accepted A's offer and paid for the course by taking out a credit agreement with Payl8r. The cash price of the course was £1,995 and the monthly repayments of around £135 were scheduled to last for 18 months.

After a month, Miss C contacted A and asked them for her money back. She says she realised the course didn't offer a guaranteed paralegal role at the end. So, she felt A had made misrepresentations which had induced her into signing the agreement. Miss C also complained about the content of the course and said it was basic and generic.

A didn't accept that they told Miss C she was guaranteed a paralegal role, and said they had provided what the course was intended to cover. Miss C didn't agree and made a claim to Payl8r, under Section 75 of the Consumer Credit Act 1974 (S75).

Payl8r dealt with Miss C's S75 claim as a complaint. In their final response, Payl8r said all the literature Miss C was given, the emails she received and A's website didn't mention she was guaranteed a job on completion of the course. They also couldn't see where A pressured Miss C into applying for a place on the training programme. Miss C didn't accept Payl8r's response and brought her complaint to this service.

One of our investigators looked into Miss C's complaint and found that Payl8r had treated Miss C fairly. She considered all the evidence and testimony about what Miss C was told before she took out the credit agreement and couldn't see where A had made misrepresentations. The investigator also couldn't find where there was a breach of contract between A and Miss C.

Miss C didn't agree with the investigator's findings and said A had given guarantee about a job role, during a telephone call. She also said other people had similar concerns with A and referenced various online forums.

The investigator didn't change her conclusions and Miss C's complaint has now been passed to me to make a final decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and

reasonable in the circumstances of this complaint.

Firstly, I'd like Miss C to know that I empathise with the very difficult personal and financial circumstances she's told us about. Throughout her complaint, Miss C has gone into detail to support her arguments and I'd like to reassure her, that I've taken on board everything she has said.

Payl8r is seeking to recover payments from Miss C under a regulated credit agreement. Our service is able to consider complaints about these sorts of agreements.

The S75 claim

S75 provides protection for consumers for goods and services bought using credit. Under S75, subject to certain criteria, consumers who use a credit agreement to pay for goods and services, have an equal claim against the finance provider, for any breach of contract or misrepresentation by the supplier.

I've looked at Miss C agreement with Payl8r and I think the criteria is in place for a valid S75 claim to be considered. So, I've thought about Payl8r responsibilities towards Miss C in these circumstances.

Under the Consumer Rights Act 2015 (CRA), there is an implied term written into contracts that goods supplied need to be of satisfactory quality, fit for their intended purpose and as described.

The CRA sets out what remedies are available to consumers if statutory rights under a goods or services contract are not met. The CRA says that goods will be considered of satisfactory quality where they meet the standard a reasonable person would consider satisfactory. This takes into account the description of the goods, the price paid and other relevant circumstances.

In Miss C's case, I've considered the availability of the content of the course and the other support she was told she would get. I've also thought about any evidence we have which gives an appraisal of the course.

Before Miss C entered the credit agreements and applied for a place on the course, she was told the programme guaranteed several features. A told Miss C the programme would provide a recognised legal management qualification, tutor support and a work experience placement. A also said Miss C would receive careers advice and support in finding a paralegal role.

Miss C has told us that she completed the modules to work towards the legal management qualification. I cannot see where Miss C raised concerns that the other features weren't available to her. And A have explained that Miss C may still be able to make use of what she has paid for.

Having thought about all that has happened, I don't think there's been a breach of contract between A and Miss C. I think A have given Miss C the opportunity to use the features of the paralegal programme. So, I don't think Payl8r need to take any further steps here.

However, Miss C says the content of the modules were basic and generic. So, she has questioned the quality of the modules supplied by A. To support what she says, Miss C has provided examples of online reviews from other people who have paid for the paralegal programme.

While I've had regard to the reviews Miss C has told us about, I can also see where there are other more positive reviews of the same programme. So, I don't think I can place much weight on the evidence Miss C has provided to support her arguments.

Miss C hasn't provided any other evidence to show where the content of the modules was not of the quality a reasonable person would expect. So, I don't have an expert report to refer to, which provides a review of what was taught. I acknowledge where Miss C has sent us examples of the areas covered in the modules. But I think this shows A provided what they were obliged to in the agreement, rather than demonstrating a breach of contract.

In all the circumstances, I accept Miss C was disappointed by the paralegal programme provided by A. But, considering all the evidence we have, I don't think a reasonable person would say the course was of unsatisfactory quality. It then follows that I think Payl8r treated Miss C fairly, when they addressed her S75 claim.

I've found that Miss C doesn't have any persuasive information about the quality of the course, or where A have failed to provide what they said they would. I acknowledge what Miss C has told us about the position she now finds herself in and I empathise with what she's said.

But, overall, I agree with our investigator in that I don't think there was a breach of contract between Miss C and A. This means I don't think Miss C is due a remedy from Payl8r.

Misrepresentation

To make a finding of misrepresentation I would need to be satisfied that A made a false statement of fact. I would also need to find that the false statement was the key factor in Miss C deciding to take a place on the paralegal training programme.

Within her complaint, Miss C has told us that she found the information given to her by A about the programme unclear. So, she says she called A to ask about the chances of securing a job role after completion of the course. Miss C says it was on this call she was given guarantees that upon completing the course, she would be offered a position as a paralegal.

We've asked Payl8r for copies of the calls Miss C had with A. But, Payl8r have told us that A doesn't keep call recordings. While I agree with Miss A that it's frustrating A can't provide the call recording, I don't think the recording alone would be enough to decide if Miss C was misinformed by A. I say this because of the other information available.

The main features of Miss C's agreement with A says:

"Training Programme. Training and career support. 12 week career programme"

Additionally, the email sent to Miss C on 3 June 2024 outlined the course and says:

"Our programme guarantees the following:

*CPD Accreditation in Legal Management. Private tutor support via email and phone.
Work experience with a Solicitor. Support from our career coaches and specialists.
Guidance and support with finding permanent employment."*

Having thought about all the evidence, I think the information A gave to Miss C describes guaranteed work experience opportunities and support to find a job role. I don't think the A gave Miss C assurances that she would be guaranteed a paralegal position on completion of

the programme.

I acknowledge where Miss C says she found the agreement and the course outline vague. But, I think they draw enough of a distinction between work experience and actually promising a participant a job role.

Payl8r have provided a copy of the emails between Miss C and A, before she entered into the credit agreement. I can see that A was encouraging towards Miss C's application for a place on the course.

I can also see Miss C's enthusiasm for putting the application together. However, I don't think the emails show any incorrect or misleading information, which induced Miss C into taking out the credit agreement to pay for the course.

In all the circumstances, I'm not persuaded A misrepresented the features of the paralegal programme to Miss C. On balance, I don't think Miss C was told she was guaranteed a job role, if she was to complete the course, paid for by the finance provided by Payl8r. So, I don't think Payl8r needs to offer Miss C a remedy.

That said, I can see where A have said they may still be able to help Miss C. So, I leave it to Miss C to make contact with A, to see what support may still be available to her from the paralegal programme. Although I accept from her strength of feeling towards A, that she might not choose to take that option.

Summary

I've concluded that A didn't breach the contract they have with Miss C and that on balance, she wasn't given incorrect information about guaranteed job role at the end of the training programme.

I realise that my conclusions mean that Miss C may still need to make payments to Payl8r for the remaining balance of the credit agreement. I say this because during our investigation, Miss C has shown us a notice of arrears.

In this instance, I remind Payl8r of their responsibility to treat Miss C's current financial circumstances with due consideration and forbearance. This may mean working with Miss C to make sure she is able to make affordable repayments to any outstanding balance, if she's unable to maintain scheduled repayments.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 22 July 2025.

Sam Wedderburn
Ombudsman