

## The complaint

Mr E complained about the way NewDay Ltd trading as Aqua (NewDay) handled a claim for money back for a training course he purchased.

## What happened

In April 2023, Mr E bought a three-day training course for two people (himself and a guest) with a company I'll call F. He paid around £250 using his NewDay credit card. The course took place in June 2023.

Mr E also entered into a contract for an advanced level programme for himself in August 2023 for a discounted price of around £16,000. He paid for this course using payment accounts, including credit cards, which were not held with NewDay.

Mr E was sent a letter from the director of F in March 2025 to inform him that it had ceased trading, and it didn't have the funds to fulfil the advance level programme he'd paid for.

Mr E raised a claim under Section 75 of the Consumer Credit Act 1974 (Section 75) with NewDay. NewDay didn't accept that the three-day training course Mr E paid for using his credit card was linked to the advance level programme he'd paid for separately in August 2023. It declined the Section 75 claim as it couldn't establish a breach of contract.

Mr E was sent a letter from the director of F to say that the three-day training and the advance level programme were one and the same contract. He sent this to NewDay, but it didn't change its position.

In response to Mr E's complaint NewDay said it considered the Section 75 claim correctly and couldn't find there was a breach of contract for the course Mr E paid for. It still maintained it couldn't establish the advance level programme was linked to the course Mr E paid for using his NewDay credit card. It didn't agree to refund him the amount he'd asked for.

Mr E referred his complaint to the Financial Ombudsman. Our Investigator considered the complaint but didn't uphold it. He didn't think there was a breach of contract for the three-day training course Mr E paid for using his NewDay credit card. He said there wasn't sufficient evidence to demonstrate that the advance level programme was linked to the three-day training and therefore didn't think NewDay had acted unfairly with the way it handled Mr E's Section 75 claim.

Mr E didn't agree. He said that there was a single structured sales process for both courses and the pressure to buy the advance level programme, along with the director's letter, indicated that the two programmes weren't separate or unrelated. He said that NewDay failed to verify the commercial relationship and delivery model of F and didn't consider this correctly when it requested for a single contract. He said NewDay didn't consider the nature in which the training services were often sold under separate order forms but delivered together.

As the matter remains unresolved it has been passed to me to decide.

### **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.

I've considered the evidence provided by both parties. I have focussed on what I consider to be the key points. If I don't comment on a specific point this is not intended as a discourtesy – it simply reflects the informal nature of this service. Our powers allow me to do this.

I'm considering NewDay's responsibilities as the financial services provider and the actions it took in considering the request for a refund. It's important to note, I'm not considering a complaint against F. I've considered what statutory protections NewDay may have been able to explore to try and help Mr E with getting his money back.

Where a payment, or part payment has been made using a credit card, NewDay can consider reviewing a claim under Section 75.

Section 75 gives the account holder (the "debtor") the right to make a like claim against their credit card provider for a breach of contract or misrepresentation by a supplier of goods or services. But certain conditions must have been met including the debtor-creditor-supplier (DCS) agreement, and certain financial limits.

Mr E paid for a three-day training course using his NewDay credit card. I'm satisfied this transaction meets the criteria required to make a Section 75 claim. However, Mr E hasn't said that there was a breach of contract for the three-day training course he attended. He has made a Section 75 claim for the advance level programme he'd paid and enrolled for and said that this was connected to the payment he made for the three-day training course.

From the evidence available, I can see that there are two order forms. The three-day training course and the advance level programme are described separately on each form. I can't see that each order form references the other course in any way or that the payment for the three-day training course was a deposit for the advance level programme. I've also considered the invoices for the payments Mr E made for each of the courses and each invoice only specifies one course. On balance I think the order forms are for payment for each course separately.

I've noted that Mr E provided a letter from the new director of F stating that the contracts are linked. However, on balance I think if both courses or contracts were linked it would have stated this in the order form, invoices or the course content for the advance level programme. I don't think NewDay acted unfairly by considering the point of sale documents rather than the letter Mr E provided from F as it was sent from the new director, after Mr E made a Section 75 claim. I can't see that the evidence when the contracts were entered into, support that the contracts were linked.

Based on the evidence I've seen, I'm more satisfied than not, that NewDay didn't act unreasonably when it didn't agree there was a breach of contract, it could be held liable for. I'm persuaded that each of the courses are distinct and separate, so I don't think Mr E could raise a like claim for the advance level programme against NewDay as it didn't provide credit for this course.

I've also considered the service Mr E received from NewDay as part of its handling of the Section 75 claim and I think it asked for the relevant information and within a reasonable

time frame. So, I don't think it's fair to direct NewDay to pay compensation for the way it handled the Section 75 claim.

I appreciate my decision will be disappointing for Mr E; however I think NewDay's answer to the Section 75 claim was fair and I don't find grounds to direct it to refund Mr E for a breach of contract or misrepresentation under a Section 75 claim or pay any compensation.

Mr E may want to contact the other financial businesses which he used credit from to purchase the advance level programme to request help in claiming the amount he wanted NewDay to refund.

### **My final decision**

For the reasons explained above, my final decision is that I do not uphold Mr E's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 6 January 2026.

Amina Rashid  
**Ombudsman**