

complaint

Mr B complains that Metropolitan International Schools Limited, trading as ATL Practical Training ("ATL") misrepresented a training course to him, and that the course was not in fact suitable.

background

Mr B was sold a loan to finance a training course in March 2013. The course and the loan were sold to him in his own home by ATL. Mr B said that ATL had told him that he could complete the course early as he had completed some of the training elsewhere. He then spoke to a tutor after the cooling off period had expired and found that this was not correct. He complained to ATL about this in August 2013 after being chased for payment of the loan.

ATL said that it had provided Mr B with a seven day period to cancel the course after the expiry of the 14 day cancellation period provided by the loan agreement, and it could not accept cancellation of the course after this time. But it also said that if Mr B sent it his previously gained qualifications, it would consider whether it would allow Mr B to bypass certain sections of his course.

The adjudicator did not recommend that the complaint should be upheld. She concluded that ATL had not provided Mr B with incorrect information about bypassing part of the course. She also noted that Mr B had received information about the course and the cooling off period, and considered that if Mr B had concerns about the course, he could have raised these earlier.

Mr B disagreed and asked for his case to be reviewed.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Where the evidence is incomplete, inconclusive, or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider is most likely to have happened in light of the available evidence and the wider circumstances.

I note that in late March 2013, Mr B signed a loan agreement to finance his training course, both of which were sold to him by ATL. At the same time, he also signed a registration form with ATL. I have seen a copy of the signed form. By signing the registration form, Mr B confirmed that he had read the conditions on the reverse of the form and agreed to be bound by their terms. In the box above the signature box headed "Important", it said:-

"I have read Clause 6 of the terms overleaf, and confirm that I understand my cancellation rights".

The registration form also said that Mr B had been left with a complete course kit for appraisal which included a plan of the course. This was left with Mr B so that he could check that the course was suitable for him, and if it was unsuitable, he would have the option to cancel the course within the cooling off period. So, I consider that Mr B had enough time to ensure that the course was appropriate for him, and to cancel it within the cancellation period if it was not.

I also note that ATL said that if Mr B sent it his previously gained qualifications, it would consider whether it would allow Mr B to bypass certain sections of his course. This is in line with what Mr B

said he was told by ATL's representative. I note that Mr B will not receive his qualification certificates until he has paid for his previous course, but this is not the fault of ATL.

So, like the adjudicator and, on balance, I do not consider that ATL has acted inappropriately.

my final decision

My decision is that I do not uphold this complaint.

Roslyn Rawson
ombudsman