

complaint

Miss T complains that she was mis-sold a course financed by Career Finance 4 Trade Skills Limited (CF4TSL).

background

On 10 October 2015 Miss T purchased a Domestic Electrical Installer course from Trades Gateway and entered into a Fixed Sum Loan agreement with CF4TSL.

Miss T says that the course was misrepresented to her in the following ways:

- The salesman told her there was no timeframe within which the course had to be completed. Miss T says that the course has to be completed within 36 months.
- The salesman didn't explain that there would be additional fees if she wanted to extend the course
- The salesman told her she would receive all of the necessary books and tools. Miss T says she had to purchase a book and no tools were provided.
- The salesman told her that the college would find her employment when she finished the course
- The salesman told her that the practical element of the course could be arranged locally around existing childcare arrangements. Miss T says this wasn't the case and that she found it difficult to meet deadlines whilst caring for her young children.

Miss T wants the loan repayments she's made so far refunded.

Our investigator didn't uphold the complaint. She said that the terms and conditions made it clear that there would be an extra charge if the course wasn't completed within 36 months. She also said that Trades Gateway had confirmed that on completion of the course Miss T would be eligible to receive a toolkit voucher which would allow her to select tools to the value of £200 for her to keep. The investigator said she couldn't see anything in the terms and conditions which said that Trades Gateway promised to find her employment at the end of the course. The investigator said that Miss T shouldn't have had to pay for a book and recommended that CF4TSL reimbursed Miss T the sum of £20.

Miss T didn't agree. She said that the salesman had made misrepresentations about the course which induced her to enter into the loan agreement. She also said that lots of other people had made negative comments about Trades Gateway. Miss T provided statements from two of her family members in support of her claim that the course had been misrepresented.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Miss T has brought this complaint under section 75 of the Consumer Credit Act. This means that where there has been a breach of contract or a misrepresentation, Miss T has a like claim against CF4TSL as she does against Trades Gateway.

In this case Miss T says there has been a misrepresentation. A misrepresentation is an untrue statement of fact that causes the consumer to go ahead with a contract.

In order to uphold this complaint, I would need to be satisfied that a misrepresentation has been made which induced Miss T to enter into the agreement.

Miss T has explained that the misrepresentations were made verbally by the salesman acting for Trades Gateway. She's given her own account of what was said and has provided statements from two of her family members who she says were present at the time.

In cases like this, I have to form a view based on the available evidence. Evidence can take many forms but it carries more weight if it is in documentary form or where it can be verified. In this case, and whilst I've taken into account what Miss T has said about her meeting with the salesman, I'm unable to verify the evidence because I wasn't present when the discussion took place. There are no notes of the meeting with the salesman so I can't consider these. Because of this, I've had to look at the other contemporaneous documents which are the course registration form, the course plan and the terms and conditions.

The registration form includes a declaration which says:

"I understand that my self study programme may take from 12-36 months and it can be paid for according to the schedule issued at registration. I understand the pace at which I choose to work through the material remains under my control and is a matter of personal preference."

The terms and conditions say:

"The duration of our delivery of services to you should normally be completed within 36 months. Your work programme should be complete at the end of that period or once you have completed all modules whichever comes first. If we consider you have shown good progress in that period, and provided you have completed more than 50% of the course content, you may apply in writing for an extension of the period allowed. Any extension is at our discretion and a charge of £300 will be made for this service."

Taking the declaration and the terms and conditions together, I'm satisfied that it was made clear to Miss T that she was expected to complete the course within 36 months and that any extension to this timescale would incur a charge.

Miss T has signed the declaration and the terms and conditions and I would have expected her to read these before she did so. Even if she didn't actually read them, the onus is on her to do that and in signing the documents Miss T is taken to have read and understood the terms and conditions and agreed to be bound by them.

I've looked at the same documents to see what was agreed about books and tools. The registration form says:

"Subject to you complying with all the terms and conditions we agree to provide to you all the necessary teaching books and materials."

I can also see that Trades Gateway has confirmed that all the necessary tools are provided at the training centre and that on completion of the course Miss T will receive a voucher allowing her to purchase tools to keep to the value of £200. So in relation to tools I'm

satisfied that these would have been provided to Miss T on completion of the course. I appreciate that Miss T was asked to buy a book. This shouldn't have happened and CF4STL should reimburse her for the costs of this.

Miss T says she was told that Trades Gateway would find her employment at the end of the course. I've looked at the course plan and although it lists the qualifications which Miss T would hold on successful completion of the course it doesn't say anything about finding employment.

I appreciate that Miss T is disappointed with the course and I appreciate how difficult it can be to fit work and study around childcare arrangements. But taking all of the available information into account, I'm unable to say that Miss T has shown, on the balance of probability, that there's been a misrepresentation. The documents are very clear about the issues which Miss T has raised and she's signed these to say she's read and understood them.

I'm satisfied that there was a breach of contract when Miss T was asked to purchase her own book and I uphold the complaint in relation to this aspect only.

my final decision

My final decision is that I uphold the complaint in part. Career Finance 4Trade Skills Limited should reimburse Miss T the sum of £20 in respect of the book which she had to purchase. In all other respects I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 5 December 2018.

Emma Davy
ombudsman