

complaint

Mr A complains that Career Finance 4 Trade Skills Limited won't refund the money he paid for a vocational training course. His complaint is made under Section 75 of the Consumer Credit Act 1974 (Section 75).

background

In April 2013 Mr A enrolled on a domestic gas engineer course that was due to be completed within 36 months. He opted to fund the course by taking out a fixed sum loan agreement with CF4TS for about £7,000 which he would repay over 42 months.

Mr A says he completed 25 modules but when it came to the practical sessions he struggled because English isn't his first language. After some time, he found that the course had expired. He says he wants to complete the course at another college which he believes will be better for him.

CF4TS said Mr A had never made the course provider aware he was struggling to complete the course or was dissatisfied with it. It said Mr A completed 25 homework assignments before the first week of practical training in February 2016. As Mr A started the 36 month course in April 2013, the contract ended in April 2016. Mr A didn't contact the course provider until November 2016. It said the course was an open learning package and there is an onus on the student to plan their own study time and proactively contact the course provider to request support and practical training sessions. It suggested Mr A didn't complete the course due to the pace at which he chose to undertake studies and not because there was any drop in service or breach of contract. It also said the course provider would've been able to support Mr A had he notified them that English was not his first language.

Our investigator didn't uphold the complaint. He didn't see that there'd been a misrepresentation or breach of contract – so he didn't think it would be reasonable to recommend that CF4TS refund the cost of the course or fund another course.

Mr A disagreed with our investigator and asked for his complaint to be considered by an ombudsman. He raised a number of concerns about the course, which focused largely on the quality of the course, such as his view that a replacement teacher was inadequate, and the lack of support provided by the course provider, such as failing to provide a book he needed, which he then had to collect himself, and moving the practical training centre further away from where he lives.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Where evidence is incomplete, inconsistent or contradictory (as some of it is here), I reach my decision on the balance of probabilities – in other words, what I consider most likely to have happened in light of the available evidence and wider circumstances.

In deciding what is fair and reasonable I take into account relevant law. In this case relevant law includes Section 75 which in certain circumstances gives a consumer an equal right to claim against the supplier of goods or services or the provider of credit, if there's been a breach of contract or misrepresentation by the supplier. To be able to uphold Mr A's complaint about CF4TS, I must be satisfied that there's been a misrepresentation or breach

of contract by the course provider. I'm sorry to disappoint Mr A but I've not found that to be the case. I've reached broadly the same conclusions as our investigator and for much the same reasons. Let me explain why.

I've no doubt that Mr A is very disappointed with the course. He's said he doesn't believe it was useful and thinks it was a waste of time and money. He's also said he didn't complete the course because English isn't his first language and the course provider failed to give him enough support.

In terms of the lack of support, the difficulty I have is that Mr A didn't raise any concerns with the course provider until several months after his contract ended. The course provider has said that, had it known English wasn't Mr A's first language, it could've offered support to him. I have no reason to doubt that and I think it would be unfair to say there was a breach of contract when the course provider wasn't aware that Mr A was struggling with the practical session because English isn't his first language.

I'm also aware that the course Mr A chose was an open learning package which allowed students to be flexible in their learning but also meant that there's a responsibility on the student to plan their study time and request support and training sessions as required. The registration form that Mr A signed confirms that and also says that the course may take between 12 and 36 months to complete. Mr A says he wasn't sure of the terms and conditions he was signing up to in April 2013 as his English isn't good. Our investigator concluded that Mr A had the opportunity to raise his concerns with the course provider and I agree. If Mr A didn't fully understand what he was signing in April 2013 I think it's reasonable to say he could've raised this with CF4TS and/or the course provider at the time.

Mr A completed all of the self-study assignments shortly before the end of the 36 month contract. He seemed to be doing well at that time and it seems that it was only when Mr A started the practical training sessions that he became disillusioned with the course. However, I've not seen any evidence to show that Mr A contacted the provider to say he was struggling or that he'd asked it for more support. Mr A says he tried to call the course provider but either couldn't get through or got through to the wrong department. The course provider only has a record of Mr A contacting his tutor once, to ask what he needed to do next on the course. Without more evidence to show that Mr A had asked the course provider for more support, I think it would be unfair to say that there was a breach of contract.

I know that Mr A is also concerned about the quality of the course. He's said the tutor due to take the practical session was taken ill and the replacement tutor was inadequate. Also, that the course provider moved the practical session to a different training centre further away from where he lives. The course provider has confirmed both points but says the replacement tutor held all the required qualifications to deliver the course. It also said that while it was unfortunate they had to move the practical training session to another facility, the terms and conditions allowed for this. Having looked at the terms and conditions, I can confirm that this is correct. The course provider has explained that the reason for the change of location was that its training partner amended its portfolio of training centres in February 2016. While I sympathise with the inconvenience it will have caused Mr A, the course provider has explained why it changed the location of the training session and I don't think the reasons it's given for the change of centre are unreasonable.

Mr A also says he had to travel 60 miles to pick up a book from the course provider that was missing from his course materials. The course provider responded by saying that Mr A did visit its offices in January 2016 but it didn't understand why as it could've posted the book to

him, as it had other course materials. This perhaps comes back to a problem in communication between Mr A and the course provider. I recognise English isn't Mr A's first language and that this may well have been one of the reasons why he didn't contact the course provider first. But again I don't think it would be fair to say that this amounted to a breach of contract.

In considering whether there's been a breach of contract I take into account relevant law, which requires services to be provided with reasonable skill and care and goods to be of satisfactory quality. Taking everything into account, I'm not persuaded the course materials were substandard or that the course provider failed to adequately support Mr A. And I think the course provider kept to the terms and conditions it set out to Mr A when he signed up. I also think these terms were relatively clear, and I'm not persuaded Mr A has been misled about the nature of the course and its requirements. So, overall I don't think there's been a breach of contract or misrepresentation here. So with Section 75 in mind, I don't think it would be fair and reasonable to require CF4TS to do anything more.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 1 September 2018.

Richard Walker
ombudsman