

complaint

Mr P complains that Metropolitan International Schools Limited, trading as ATL Practical Training, ("MISL"), didn't tell him that the training course he applied to do with it, would have to be completed within three years.

background

Mr P enrolled on a course with MISL in February 2013, with loan finance for the course being provided by a third party. The course and finance were sold to Mr P by MISL's representative, ("S"). Mr P said that he was told by S that he could complete the course at his own speed. But in early 2016, Mr P discovered that there was a 36 months' time limit in which to complete the course. He asked MISL to extend this, but MISL wouldn't agree. Mr P said that he'd never been told that the course had a three year time limit. Mr P also said that he wouldn't have done the course if he'd known there was a time limit as his circumstances meant that he needed to study in his own time. He'd paid £3,950 for the course and wants a refund of his payments as he's been unable to finish it.

The adjudicator didn't recommend that the complaint should be upheld. He noted that Mr P had said that he hadn't read the registration terms and conditions. But Mr P had signed the registration form to confirm that that he had read them and agreed to be bound by them. The adjudicator could see in the box marked *"important"*, just above where Mr P had signed the registration form, that it said *"I understand that my self-study program may take from 12 to 36 months..."* And overleaf the registration terms said that the duration of the course was 36 months. This didn't prevent Mr P working at his own speed, provided that he completed the course between 12 and 36 months. So, the adjudicator couldn't say that Mr P shouldn't have reasonably been aware that he had to complete the course within 36 months.

Mr P disagreed and asked for the complaint to be reviewed by an ombudsman.

my findings

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

To be able to uphold that the course was misrepresented to Mr P, I would need to be able to conclude not only that he was given incorrect information, but also that he was induced into applying for the course because of that information.

I can't be sure what was discussed between S and Mr P when he entered into the agreement for the course. But it's not in dispute that Mr P signed the registration form. And it's clear from term 3 on the front of the registration form near to where Mr P had signed it, that the course was for a maximum of three years. The same term also said that *"I understand that the pace at which I choose to work through the material remains under my control"*. On the back of the form, term 15 said that the duration of the course was 36 months. It also said that the course will be complete at the end of that period or once all modules have been completed, whichever comes first. I think that the form is clear in saying that the course is for a maximum of three years, but I also think it's clear that Mr P could have worked at his own pace within this period.

Mr P signed the registration form to confirm that he agreed to be bound by its terms. The registration form is on a single page, and I think that Mr P would have had the opportunity to

read it and question anything which didn't reflect his understanding of what he had committed to. If Mr P hadn't agreed with any of the terms in the registration form, he would have been able to cancel the course within the period set out on the form. Unfortunately, Mr P said that he hadn't read the form. But I can't hold MISL responsible if he didn't do so.

The form also said that any extension of the three year time limit was at MISL's discretion, but MISL would consider if Mr P had shown good progress. But I can see that Mr P had only done four of 32 assignments (2 in 2013, 1 in 2015 and 1 in January 2016). He'd also not done the 5 weeks practical course and the exam. MISL said that it may allow a six months extension where a student was capable of completing his course within a reasonable timescale. But, I can understand that as Mr P had completed so few assignments in three years, that MISL didn't think it would be practical for him to complete the course within a six month extension.

I can also see that MISL said that it could supply Mr P with all physical learning materials associated with the course. And if Mr P wished to undertake practical training, it could assist with that, with a charge applied. In the circumstances, I think this is reasonable.

I appreciate that Mr P feels strongly about this matter, and I sympathise with the position he finds himself in. But, having carefully considered the circumstances of this complaint, I have come to the same conclusions as the adjudicator did for much the same reasons. I appreciate that Mr P would like a full refund of the course fees. But, I don't see any basis on which I could reasonably order this.

I know that Mr P will be unhappy with my decision. But, he isn't bound by it. If he doesn't accept my decision, his legal rights remain intact.

my final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 9 January 2017.

Roslyn Rawson
ombudsman