

complaint

Mr W complains that a fixed sum loan agreement, that he used to finance a training course with Metropolitan International Schools Limited, trading as Train 4 Trade Skills, was mis-sold to him.

background

Mr W enrolled on a training course with Train 4 Trade Skills in November 2008 and he signed a fixed sum loan agreement which was to be used to finance the course. He tried to cancel the agreement in 2009 and complained to Train 4 Trade Skills in early 2012 that the credit agreement was mis-sold to him. He was not satisfied with its response so complained to this service.

The adjudicator did not recommend that this complaint should be upheld. She said that, because the credit agreement was signed by Mr W and the terms were expressly stated in it, she could not safely conclude that the agreement was mis-sold to him.

Mr W says he did not sign the direct debit part of the credit agreement and that his signature has been copied on to it and that he was told that he was not signing a credit agreement. He has also provided a letter from his mother in support of his complaint.

my findings

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

Mr W accepts that he signed the credit agreement in November 2008. Immediately above his signature are the words: *"This is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms"*. I consider that the key terms of the agreement, including the total amount payable, the monthly repayment and the number of repayments were clearly set out in the agreement. It is also clear that this was an interest free loan. Mr W also signed an enrolment form for the course on the same date. There is no other independent or documentary evidence to show what was said when Train 4 Trade Skills' representative visited Mr W in November 2008.

Mr W wrote to Train 4 Trade Skills in September 2009 requesting cancellation of the agreement and it replied to say that it was unable to accept his request as he was outside of the cancellation time. Train 4 Trade Skills also says that it sent Mr W 17 webmail reminders and 33 text message reminders to submit his next assignment but he did not respond or submit an assignment. It says that his course has now expired.

I am satisfied that Mr W did sign the credit agreement and the enrolment form. I am not persuaded that there is enough evidence for me to be able to safely conclude that the finance agreement was mis-sold to Mr W. I therefore do not consider that it would be fair or reasonable for me to require Train 4 Trade Skills or the finance provider to waive the outstanding amount that Mr W owes under the credit agreement.

Mr W says that he cannot afford the repayments under the credit agreement. The adjudicator has said that he should contact the finance provider about the affordability of the loan. If he is experiencing financial difficulties, the finance provider must respond to those difficulties positively and sympathetically.

my final decision

For the reasons set out above, my decision is that I do not uphold Mr W's complaint.

Jarrold Hastings
ombudsman