

Complaints - PRIVATE HIGHER EDUCATION

Written by Administrator

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Last month, I enrolled for a Business Communication Course from a local college in PJ. The course is stated "intermediate level" which I have registered for. However, when I attended the first lesson, it was a "placement test for 2 hours" which was not told to the students and the test was to find out about the students' english level. The purpose of the test was to find out about the level of the students which in my opinion, ought to be done before assigning everyone into intermediate level lessons.

Hence, I have withdrawn from the course (on first day which was supposed to be a lesson day instead of a placement test for 2 hours) as the class was not what i have expected to pay for. It tooked the college 5 weeks to get back to me that my request for the withdrawal and a refund was rejected as according to the college "they dont have any Refund Policy". I have only their options as suggested by the college either to transfer the money to the next course or to forfeit them.

They said "if you would like to join the class, we will split them into beginner level and intermediate level...and this will solve your problems. However, the students prefer to be in a join class". When I first submitted for the withdrawal and a refund, the cashier and the Head of the Business Communication informed me that my withdrawal and refund can be done. I have paid a deposit of RM800 of the total course fees of RM1,300. I was hoping if NCCC could give me some advices if there are any ways for the college to be accountable for they deceiving messages which consumers have to pay for it.

NCCC Advise: We would like to advise consumers on the below provisions of law that gives a consumers an undeniable protection when there is a misrepresentation or false information to a customer or potential customer.

By virtue of Sec 46 Consumer Protection Act 1999, a consumer has an undeniable right to reject a good/services and option for a refund/replacement. An individual/company policy can never prevail a statute (law). A promised has been given to the complainant and its reliable.

On the other hand, referring to Sec 10 of the Consumer Protection Act 1999 which clearly explains that no person shall make a false or misleading representation under subsection (c) the services are of a particular kind,standard,quality or quantity. Under Sec18 of the Contracts Act 1950, misrepresentation is a breach of law and if causing, however innocently, a party to an agreement to make a mistake as to the substance of the thing.