

Tab 4

Made on behalf of: Claimant
Deponent: Andrew Raymond Knight
Exhibit: ARK1
No. of Statement: 1st
Dated: 19/07/12

**IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION**

Claim No. HQ 12 XO 2409

BETWEEN:

METROPOLITAN INTERNATIONAL SCHOOLS LIMITED

Claimant

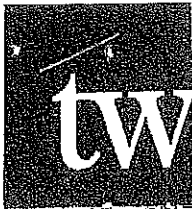
-and-

MR ROBERT AGER

Defendant

EXHIBIT "ARK1"

**This is Exhibit "ARK1" referred to in the Witness Statement of
Andrew Raymond Knight**



Claim Form

CLAIMANTS COPY

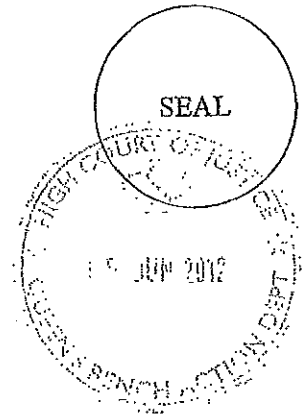
In the High Court of Justice
Queen's Bench Division
Royal Court of Justice

	<i>for court use only</i>
Claim No.	HQ12X02409
Issue date	15 JUN 2012

Claimant(s) name(s) and address(es) including postcode
 Metropolitan International Schools Ltd
 80-88 Collingdon Street
 Luton
 Beds
 LU1 1RX

Defendant(s) name
 Mr Robert Ager
 Flat 8, 39 Ivanhoe Road
 Aigburth
 Liverpool
 Merseyside L17 8XF

Brief details of claim
 Please see Short Form Particulars of Claim



Assigned to Master Mccloud

Value
 Damages limited to £50,000

You must indicate your preferred court for hearings here (see notes for guidance)

Defendant's name and address, including postcode
 Mr Robert Ager
 Flat 8, 39 Ivanhoe Road
 Aigburth
 Liverpool
 Merseyside L17 8XF

Amount claimed	Unspecified	£ 50,000.00
Court fee	395.00	£ 395.00
Solicitor's costs	TBA	
Total amount	TBA	£ 50,395.00

Claim No.	
-----------	--

Does, or will, your claim include any issues under the Human Rights Act 1998? Yes No

Particulars of Claim ~~recorded~~ (to follow)

Statement of Truth
*(I believe) (The Claimant believes) that the facts stated in these particulars of claim are true.
* I am duly authorised by the claimant to sign this statement

Full name ANDREW ANDREW WILKINSON

Name of claimant's solicitor's firm Taylor Walton LLP

signed [Signature] position or office held MANAGER
*(Claimant) (Litigation friend) (Claimant's solicitor) (if signing on behalf of firm or company)

**delete as appropriate*

Taylor Walton LLP
28-44 Alma Street
Luton
Bedfordshire
LU1 2PL

130460 LUTON 10
01582 457900
Ref: ARK/MET022/127

Claimant's or claimant's solicitor's address to which documents or payments should be sent if different from overleaf including (if appropriate) details of DX, fax or e-mail.

Notes for defendant on replying to the claim form

Please read these notes carefully - they will help you decide what to do about this claim.
Further information may be obtained from the court in a series of free leaflets

- If this claim form was received with the particulars of claim completed or attached, you must reply within 14 days of the date it was served on you. If the words 'particulars of claim to follow' are written in the particulars of claim box, you should not reply until after you are served with the particulars of claim (which should be no more than 14 days after you received the claim form). If the claim was sent by post, the date of service is taken as the second business day after posting (see post mark). If the claim form was delivered or left at your address the date of deemed service will be the second business day (see CPR rule 6.14) after delivery.
- You may either:
 - pay the total amount i.e. the amount claimed, the court fee, and solicitor's costs (if any)
 - admit that you owe all or part of the claim and ask for time to pay, or
 - dispute the claim
- If you do not reply, judgment may be entered against you.
- The notes below tell you what to do.
- The response pack will tell you which forms to use for your reply. (The pack will accompany the particulars of claim if they are served after the claim form).
- Court staff can help you complete the forms of reply and tell you about court procedures. But they cannot give legal advice. If you need legal advice, for example about the likely success of disputing the claim, you should contact a solicitor or a Citizens Advice Bureau immediately.

Registration of Judgments: If this claim results in a judgment against you, details will be entered in a public register, the Register of Judgments, Orders and Fines. They will then be passed to credit reference agencies which will then supply them to credit grantors and others seeking information on your financial standing. **This will make it difficult for you to get credit.** A list of credit reference agencies is available from Registry Trust Ltd, 173/175 Cleveland Street, London W1T 6QR.

Costs and Interest: Additional costs and interest may be added to the amount claimed on the front of the claim form if judgment is entered against you. In a county court, if judgment is for £5,000 or more, or is in respect of a debt which attracts contractual or statutory interest for late payment, the claimant may be entitled to further interest.

Your response and what happens next

How to pay

Do not bring any payments to the court - they will not be accepted.

When making payments to the claimant, quote the claimant's reference (if any) and the claim number.

Make sure that you keep records and can account for any payments made. Proof may be required if there is any disagreement. It is not safe to send cash unless you use registered post.

Admitting the Claim

Claim for specified amount

If you admit all the claim, take or send the money, including the court fee, any interest and costs, to the claimant at the address given for payment on the claim form, within 14 days.

If you admit all the claim and you are asking for time to pay, complete Form N9A and send it to the claimant at the address given for payment on the claim form, within 14 days. The claimant will decide whether to accept your proposal for payment. If it is accepted, the claimant may request the court to enter judgment against you and you will be sent an order to pay. If your offer is not accepted, the court will decide how you should pay.

If you admit only part of the claim, complete Form N9A and Form N9B (see 'Disputing the Claim' overleaf) and send them to the court within 14 days. The claimant will decide whether to accept your part admission. If it is accepted, the claimant may request the court to enter judgment against you and the court will send you an order to pay. If your part admission is not accepted, the case will proceed as a defended claim.

Claim for unspecified amount

If you admit liability for the whole claim but do not make an offer to satisfy the claim, complete Form N9C and send it to the court within 14 days. A copy will be sent to the claimant who may request the court to enter judgment against you for an amount to be decided by the court, and costs. The court will enter judgment and refer the court file to a judge for directions for management of the case. You and the claimant will be sent a copy of the court's order.

If you admit liability for the claim and offer an amount of money to satisfy the claim, complete Form N9C and send it to the court within 14 days. The claimant will be sent a copy and asked if the

is acceptable. The claimant must reply to the court within 14 days and send you a copy. If a reply is not received, the claim will be stayed. If the amount you have offered is **accepted** -

- the claimant may request the court to enter judgment against you for that amount.
- if you have requested time to pay which is not accepted by the claimant, the rate of payment will be decided by the court.

If your offer in satisfaction is **not accepted** -

- the claimant may request the court to enter judgment against you for an amount to be decided by the court, and costs; and
- the court will enter judgment and refer the court file to a judge for directions for management of the case. You and the claimant will be sent a copy of the court's order.

Disputing the claim

If you are being sued as an individual for a specified amount of money and you dispute the claim, the claim may be transferred to a local court i.e. the one nearest to or where you live or carry on business if different from the court where the claim was issued.

If you need longer than 14 days to prepare your defence or to contest the court's jurisdiction to try the claim, complete the Acknowledgment of Service form and send it to the court within 14 days. This will allow you 28 days from the date of service of the particulars of claim to file your defence or make an application to contest the court's jurisdiction. The court will tell the claimant that your Acknowledgment of Service has been received.

If the case proceeds as a defended claim, you and the claimant will be sent an Allocation Questionnaire. You will be told the date by which it must be returned to the court. The information you give on the form will help a judge decide whether your case should be dealt with in the small claims track, fast track or multi-track. After a judge has considered the completed questionnaires, you will be sent a notice of allocation setting out the judge's decision. The notice will tell you the track to which the claim has been allocated and what you have to do to prepare for the hearing or trial. Leaflets telling you more about the tracks are available from the court office.

Claim for specified amount

If you wish to dispute the full amount claimed or wish to claim against the claimant (a counterclaim), complete Form N9B and send it to the court within 14 days.

If you admit part of the claim, complete the Defence Form N9B and the Admission Form N9A

and send them both to the court within 14 days. The claimant will decide whether to accept your part admission in satisfaction of the claim (see under 'Admitting the Claim - specified amount'). If the claimant does not accept the amount you have admitted, the case will proceed as a defended claim.

If you dispute the claim because you have already paid it, complete Form N9B and send it to the court within 14 days. The claimant will have to decide whether to proceed with the claim or withdraw it and notify the court and you within 28 days. If the claimant wishes to proceed, the case will proceed as a defended claim.

Claim for unspecified amount/return of goods/ non-money claims

If you dispute the claim or wish to claim against the claimant (counterclaim), complete Form N9D and send it to the court within 14 days.

Personal injuries claims:

If the claim is for personal injuries and the claimant has attached a medical report to the particulars of claim, in your defence you should state whether you:

- agree with the report or
- dispute all or part of the report and give your reasons for doing so or
- neither agree nor dispute the report or have no knowledge of the report

Where you have obtained your own medical report, you should attach it to your defence.

If the claim is for personal injuries and the claimant has attached a schedule of past and future expenses and losses, in your defence you must state which of the items you:

- agree or
- dispute and supply alternative figures where appropriate or
- neither agree nor dispute or have no knowledge of.

Address where notices can be sent

This must be either the business address of your solicitor or European Lawyer or your own residential or business address within the UK or in any other European Economic Area state.

Statement of truth

This must be signed by you, by your solicitor or your litigation friend, as appropriate.

Where the defendant is a registered company or a corporation the response must be signed by either the director, treasurer, secretary, chief executive, manager or other officer of the company or (in the case of a corporation) the mayor, chairman, president or town clerk.

Claim No:

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

METROPOLITAN INTERNATIONAL SCHOOLS LTD

(t/a SkillsTrain)

Claimant

and

MR ROBERT AGER

Defendant

SHORT FORM

PARTICULARS OF CLAIM

Introduction and Parties

1. The Claimant is and has at all material times been a company in the business of providing distance learning courses and other types of learning courses to students through a variation of different Corporate entities.
2. The Defendant is a film analyst and the controller of <http://robager.hubpages.com/> and the owner of the website <http://www.collativelearning.com/>, who had contracted to undertake courses with the Claimant, but subsequently withdrew from the courses having received a full refund.

The Publishing Sites

3. At all material times the webpage <http://robager.hubpages.com/> could be accessed by any user of the World Wide Web and it is to be inferred that a substantial number of users have, in fact, accessed it and read the words complained of, given the wide

spread coverage and publicity the Claimant has received, regarding their business activities in recent years.

4. At all material times, the webpage <http://www.collativelearning.com/> could be accessed by any user of the World Wide Web and it is established that a substantial number of users have accessed the website and read the words complained of.

Published to Third parties

5. Without prejudice to the generality of the foregoing, the Claimant will rely in particular upon the following facts and matters to show that third parties have accessed and read the words complained of:

- a. By the fact that users have commented on the article on <http://robager.hubpages.com/>;
- b. By the fact that on <http://robager.hubpages.com/> users can and have "rated and categorised" the article in one of the following categories: Useful; Funny; Awesome; Beautiful; and Interesting; and
- c. By the fact that the 'hit counter' at the foot of the page on <http://www.collativelearning.com/> between 8 June 2012 and 11 June 2012 stated the page had been viewed 1,700 times.

The Defamatory words

6. On or about 22 May 2012, on <http://robager/hubpages.com>, the Defendant published or caused to be published and continues to publish or cause to published the following words which are defamatory of the Claimant:

- a. *"I've concluded that the defamatory articles on Hubpages are most likely written by executives or employees of a company called Skillstrain"*
 - b. *"They've forwarded me copies of correspondence they've had from the company and told me in detail about scare tactics used to persuade them to pay for courses that were frequently sold to them on illegal grounds"*
 - c. *"The communication style and defamatory tactics in the two articles are very similar, but the early one, by its title, very clearly is an attempt to present Skillstrain as the victims of a scam, when in fact there have been hundreds of people, not just myself, accusing Skillstrain of being scammers."*
 - d. *"I'd put my money on the anonymous author being a Skillstrain manager or affiliate"*
 - e. *"I can't prove the anonymous author is acting on behalf of Skillstrain, but I strongly believe it and unless the author reveals their identity it can't be ruled out"*
7. Between 2009 and 2 June 2012, on <http://rwww.collectivelearning.com>, the Defendant published or caused to be published and continues to publish or cause to published the following words which are defamatory of the Claimant:
- a. *"I will keep this video uploaded one way or the other as the information is factual and exposes fraudulent [sic] activities that Skillstrain customers have a right to know about"*

- b. *"Perhaps a giveaway clue that Multimedia Computer Training Limited are simply another company within the overall Skillstrain scam is that one of the directors of the company is registered as being of Czech nationality. Jan Telensky himself came to Britain from the Czech Republic"*
- c. *"With enough widespread persistence the Skillstrain scam can be thoroughly exposed and derailed permanently"*
8. In their natural and ordinary meaning the words complained of meant and were understood to mean that the Claimant was operating a fraudulent business and gives the distinct impression that SkillsTrain are dubious or engage in dubious business practices.
9. By reason of the publication of the words complained of, the Claimant's reputation has been seriously injured, and it has suffered considerable hurt, distress and embarrassment.
10. Unless restrained by the Court, the Defendant will further publish or cause to be published the words complained of or similar words defamatory of the Claimant.

AND THE CLAIMANT CLAIMS

- (1) An injunction restraining the Defendant whether by himself, his servants or agents or otherwise, from publishing or causing to be published the same or similar words defamatory of the Claimant
- (2) Such further or other relief as may be necessary

(3) Costs

15 June 2012

Claim No:

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

METROPOLITAN INTERNATIONAL

SCHOOLS LTD

(t/a SkillsTrain)

Claimant

and

MR ROBERT AGER

Defendant

SHORT FORM

PARTICULARS OF CLAIM

Taylor Walton LLP
28-44 Alma Street
Luton
Beds
LU1 2PL
Tel: 01582 731161
Fax: 01582 457900
DX: 130460 Luton 10
Ref: ARK/MET022/127

Solicitors for the Claimant

Certificate of service

Name of court High Court of Justice (QBD)	Claim No. HQ12X02409
Name of Claimant Metropolitan International Schools Limited (t/a SkillsTrain)	
Name of Defendant Mr Robert Ager	

On what day did you serve? / /

The date of service is / /

What documents did you serve?
Please attach copies of the documents you have not already filed with the court.

Claim Form and short form particulars of claim

On whom did you serve?
(If appropriate include their position e.g. partner, director).

Mr Robert Ager

How did you serve the documents?
(Please tick the appropriate box)

- by first class post or other service which provides for delivery on the next business day
- by delivering to or leaving at a permitted place
 - by personally handing it to or leaving it with
 - (.....time left, where document is other than a claim form) *(please specify)*
- by other means permitted by the court *(please specify)*
- by Document Exchange
- by fax machine (.....time sent, where document is other than a claim form) *(you may want to enclose a copy of the transmission sheet)*
- by other electronic means (.....time sent, where document is other than a claim form) *(please specify)*

Give the address where service effected, include fax or DX number, e-mail address or other electronic identification

Flat 8, 39 Ivanhoe Road, Aigburth, Liverpool, L17 8XF

- Being the
- claimant's
 - defendant's
 - solicitor's
 - litigation friend
- usual residence
 - last known residence
 - place of business
 - principal place of business
 - last known place of business
 - last known principal place of business
 - principal office of the partnership
 - principal office of the corporation
 - principal office of the company
 - place of business of the partnership/company/
 - corporation within the jurisdiction with a connection to claim
 - other *(please specify)*

I believe that the facts stated in this certificate are true.

Full name

Signed
(Claimant) (Defendant) (s solicitor) (s friend)

Position or office held
(If signing on behalf of firm or company)

Date / /

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

METROPOLITAN INTERNATIONAL SCHOOLS LTD

(t/a SkillsTrain)

Claimant

and

MR ROBERT AGER

Defendant

PARTICULARS OF CLAIM

Introduction and Parties

1. The Claimant is and has at all material times been a company in the business of providing distance learning courses and other forms of learning courses to students through various trading names and brands, including but not limited to "SkillsTrain" ("ST").
2. The Defendant purports to be an online published film analyst. He is the editor and controller of <http://robager.hubpages.com/> and the owner, author, publisher and editor of the website <http://www.collativelearning.com/>.

The background & relationship between the parties

3. Pursuant to the terms of an agreement, entered into by the Defendant with the Claimant dated 21 August 2007, the Claimant contracted to provide to the Defendant

a distance learning IT course. The contract contained the following terms and conditions:

Clause 6 – The Student will have the right to terminate a course, providing he/she returns all the course materials together with WRITTEN CANCELLATION within 7 days of signing the Agreement, thus ensuring there is no confusion between the student and the college

Clause 7 – THE COURSE CANNOT BE CANCELLED AFTER 7 DAYS FROM SIGNING THE AGREEMENT. [sic]

4. In a letter received by the Claimant on 13 July 2009, the Defendant sought to cancel the course, 2 years after enrolment and therefore out of time as provided for by the agreement.
5. The Defendant cited his reasons for purported to cancel the course out of time as "*[I]managed to make my way through almost half of the course material, passing the various tests as required, but have found little increase in my web design abilities and have found the last two modules extremely difficult to learn.*"
6. The Claimants responded to the Defendant in a letter dated 31 July 2009 outlining their surprise that concerns were being raised two years after enrolment on the course and rejecting the Defendant's purported and unlawful notice of cancellation. The Claimant's offered further assistance by arranging for a personal tutor to contact the defendant.
7. There continued an exchange of correspondence with both parties reaffirming and maintaining their respective position outlined in paragraph 5 and 6 above. Within the

exchanges of correspondence, in a letter dated 10 September 2009, the defendant threatened, among other things, the following action if the cancellation was not processed and a full refund give:

"(2) I will post a dedicated page on my website, describing in full the Skillstrain sales pitch I received, including he ridiculous "aptitude test" [sic] which did not test my ability to learn programming languages...My site www.collectivelearning.com has traffic of over 25,000 visitors a month so there will be plenty of people viewing the page".

"(4) Also, I will in coming weeks, edit a short documentary video outlining the same points I have raised to you as well as covering the assorted online complaint sources I have found. This will be posted on Youtube to inform other to think carefully before spending their money on Skillstrain courses".

8. Following further correspondence, on the 9 October 2009, as a gesture of goodwill, the Claimant agreed to the cancellation of the course and offer a partial refund expressly without acceptance or admission of any liability in relation to any complaint advanced by the Defendant.
9. The Defendant in a letter dated 20 October 2009 declined the offer. The Defendant reaffirmed, again, his *"intent to publish the incriminating evidence I've gathered regarding the Skillstrain still stands"*.
10. The Claimant made further offer to the Defendant to cancel the course on the premise that there had been a *"breakdown of mutual trust"* between the parties. Notwithstanding that further gesture of goodwill on the part of the Claimant, once

again this offer was declined in a letter from the Defendant dated 17 November 2009 on the grounds that the Defendant apparently intended now to seek additional compensation for a claim he had not previously made or asserted.

11. Multimedia Computer Training Ltd ("MCT"), a subsidiary of the Claimant, consequently wrote to the Defendant openly accepting liability to pay and offering a full refund of the course fee on 3 December 2009 and the matter was considered closed and the course cancelled by the Claimant on 4 December 2009.
12. The Defendant has made a complaint against the Claimant to the Financial Ombudsman Service who determined that the Defendant had no basis for making the complaint and found that the Claimant was compliant with all relevant Financial Services Regulations in relation to all representations made or allegedly made to the Defendant in relation to the course sold to him, and then refunded. The Defendant sought a review of that decision, which was also rejected.
13. The Defendant, despite all the allegations he has chosen to advance against the Claimant has never sought to bring a claim for the purported losses he alleges to have suffered in addition to the expenditure of the course fee, which was refunded in full in December 2009.

Publication

14. On the contrary, since December 2009, the Defendant has sought to conduct a campaign against the Claimant involving the publication of untrue and defamatory material and the active incitement of others to advance complaints and claims against the Claimant, each one of which has been dismissed, either by agreement or by court order.

15. Since 2009 the Defendant has posted defamatory and false allegations against the Claimant on the following webpages, among other mediums:
- a. www.collectivelearning.com; and
 - b. www.robager.hubpages.com
16. At all material times the webpage <http://robager.hubpages.com/> could be accessed by any user of the World Wide Web and it is to be inferred that a substantial number of users have, in fact, accessed it and read the words complained of, given the wide spread coverage and publicity the Claimant has received, regarding their business activities in recent years.
17. At all material times, the webpage <http://www.collativelearning.com/> could be accessed by any user of the World Wide Web. A substantial number of users have accessed the website and read the words complained of.

Published to Third parties

18. Without prejudice to the generality of the foregoing, the Claimant will rely in particular upon the following facts and matters to show that third parties have accessed and read the words complained of:
- a. By the fact that users have commented on the article on <http://robager.hubpages.com/>;
 - b. By the fact that on <http://robager.hubpages.com/> users can and have "rated and categorised" the article in one of the following categories: Useful; Funny; Awesome; Beautiful; and Interesting; and

- c. By the fact that the 'hit counter' at the foot of the page on <http://www.collativelearning.com/> between 8 June 2012 and 11 June 2012 stated the page had been viewed 12,844 times as at 27 June 2012. A screen shot of this page is Annex A.
- d. By the fact that the Claimant indicated in a letter dated 10 September 2009 that the site www.collectivelearning.com received more than 25,000 visitors a month.
- e. By the fact that numerous other individuals have used content found on the Defendant's website and webpages as contents to bring a claim against the Claimant for alleged misrepresentation. All actions which have been struck out, dismissed or failed. A list of these actions is Annex B.
19. By virtue of the fact that every time a page is downloaded from a webpage it is a new publication, the defamatory articles on the webpages have been published numerous times to third parties.

The Defamatory Content

20. Between 2009 and 2 June 2012, on <http://www.collectivelearning.com>, the Defendant wrote, published or caused to be published and continues to write, publish or cause to be published the following words which are defamatory of the Claimant:

"THE SKILLSTRAIN SCAM & HOW I GOT MY REFUND"

"Trading Standards authority, inform them of whoever Skillstrain false endorsements have appeared on your Skillstrain brochures and course material and ask them to challenge Skillstrain"

"You be able to strengthen your case by writing enquiry emails/letters to any other companies whose logos and supposed endorsements were used to persuade you to sign up

"I will keep this video uploaded one way or the other as the information is factual and exposes fraudulent [sic] activities that Skillstrain customers have a right to know about"

"Perhaps a giveaway clue that Multimedia Computer Training Limited are simply another company within the overall Skillstrain scam is that one of the directors of the company is registered as being of Czech nationality. Jan Telensky himself came to Britain from the Czech Republic"

"With enough widespread persistence the Skillstrain scam can be thoroughly exposed and derailed permanently"

21. The Defendant has also made a 9 minute and 48 second video that he is hosting on the video sharing site www.vimeo.com, which is displayed on the www.collectivelearning.com website that alleges false, malicious and defamatory allegations against the Claimant and encourages users to follow his "template" to raise such allegations against the Claimant in the bid to get a refund. The video was

originally uploaded to YouTube, but subsequently removed by YouTube in acceptance of its defamatory and malicious content.

22. On or about 22 May 2012, on <http://robager/hubpages.com>, the Defendant published or caused to be published and continues to publish or cause to published the following words which are defamatory of the Claimant:

"I've concluded that the defamatory articles on Hubpages are most likely written by executives or employees of a company called Skillstrain"

"They've forwarded me copies of correspondence they've had from the company and told me in detail about scare tactics used to persuade them to pay for courses that were frequently sold to them on illegal grounds"

"The communication style and defamatory tactics in the two articles are very similar, but the early one, by its title, very clearly is an attempt to present Skillstrain as the victims of a scam, when in fact there have been hundreds of people, not just myself, accusing Skillstrain of being scammers."

"I'd put my money on the anonymous author being a Skillstrain manager or affiliate"

"I can't prove the anonymous author is acting on behalf of Skillstrain, but I strongly believe it and unless the author reveals their identity it can't be ruled out"

Reference to the Claimant

23. The words complained of on the online published articles are demonstrably about the Claimant. The Defendant makes numerous references to the Claimant and Claimant's trading name and specifically refers to the Claimant in the title of the webpage on www.collectivelearning.com; "THE SKILLSTRAIN SCAM & HOW I GOT MY REFUND", which in itself is defamatory.

24. The offending online published articles are annexed to these particulars of Claim as Annex C

Defamatory meaning

25. In their natural and ordinary meaning the words complained of meant and were understood to mean that the Claimant was operating a fraudulent business and were intended to convey the direct impression that SkillsTrain are dubious or engage in dubious business practices.

26. The Defendant has throughout on both www.collectivelearning.com and www.robeager.hibpages.com referred to the Claimant, whether by name or trading name as running "a scam", being "illegal" or "fraudulent" or having "false endorsements", all of which is untrue and baseless.

27. The Defendant has made the focus of his false and malicious campaign the false allegation that the Claimant has "mis-sold" its courses by claiming to have affiliations and endorsements from other companies. That allegation is false.
28. Depending on the type of course, relationship, connection or association with the party whose logo may appear on the Claimant's sale and course literature, the Claimant uses a number of logos they are entitled to use on the basis of their agreements and/or understanding with the relevant party.
29. Further, and whilst the Claimant has and continues to take great care to ensure that all affiliations and endorsements are accurate, where any error has occurred this has occurred in good faith and been corrected, if necessary, at the earliest opportunity. There was and remains no reasonable basis or justification for the Defendant's repeated and false claims that the Claimant has acted in this regard as a "a scam", or acted in a manner that is "illegal" or "fraudulent" or that it has promoted "false endorsements"
30. The ordinary, intended and natural meaning of the words deployed by the Defendants are that the Claimant and its management are dishonest and fraudulent and are operating a scam on customers. Those allegations are untrue and unjustified.
31. The Claimant has responded to all formal complaints made by the Defendant to various regulatory bodies including, in the case of the Financial Ombudsman Service, who found in favour of the Claimant at first instance and on review.
32. By reason of the publication of the words complained of, the Claimant's reputation has been injured, it has suffered direct financial loss in having to defend vexatious and frivolous claims and it has suffered considerable hurt, distress and embarrassment.

33. The Claimant has encouraged users of his online website and webpages to use his guide and information as a "template" for bringing complaints and claims against the Claimant. This has resulted in a large number of proceedings against the Claimant by customers incited by the Defendant to bring such claims. Whilst all claims were either struck out, dismissed or failed altogether, it was as a result of the Defendant's incitement that they were brought at all, causing direct financial loss, injury, hurt, distress and embarrassment to the Claimant.
34. As Annex B the Claimant serves a schedule of the claims brought against it with the encouragement of the Defendant. The Claimant serves as Annex D a statement from a Mr Gordon Robinson, whose claim against the Claimant (No: 0QT74683) in the Northampton County Court was dismissed. The Claimant serves as Annex E the Claim Form, Defence and Order dismissing the claim by Steven Hanley in a claim (No: 0CV02623) in the Luton County Court.
35. Despite the Defendant's consistent incitement of others to bring proceedings against the Claimant, he has declined to do so himself.
36. Unless restrained by the Court, the Defendant will further publish or cause to be published the words complained of or similar words defamatory of the Claimant as evidence by the fact that the Claimant began publishing defamatory material in 2009 on his www.collectivelearning.com website and continues to publish defamatory material as at 2 June 2012.
37. Furthermore, unless restrained by the Court, the content available to users worldwide continues to encourage vexatious and frivolous legal claims to be brought against the Claimant, which continue to cause to the Claimant loss, injury, hurt, distress and embarrassment

AND THE CLAIMANT CLAIMS

- (1) An injunction restraining the Defendant whether by himself, his servants or agents or otherwise, from publishing or causing to be published the same or similar words defamatory of the Claimant
- (2) Damages for libel
- (3) Damages representing the irrecoverable costs of proceedings against the Claimant incited by the Defendant.
- (4) Such further or other relief as may be necessary
- (5) Costs

James Ramsden

STATEMENT OF TRUTH

- The Claimant believes that the facts stated in this Particulars of Claim are true.
- I am duly authorised (by the Claimant) to sign this Particulars of Claim.

Full name: **ANDREW RAYMOND KNIGHT**

Name of Claimant's solicitor's firm: **TAYLOR WALTON LLP**

Signed:  Position or office held: **PARTNER**
(Claimant's Solicitor)

Dated: 29 June 2012

Claim No: HQ12X02409

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

METROPOLITAN INTERNATIONAL

SCHOOLS LTD

(t/a SkillsTrain)

Claimant

and

MR ROBERT AGER

Defendant

PARTICULARS OF CLAM

Taylor Walton LLP
28-44 Alma Street
Luton
Beds
LU1 2PL
Tel: 01582 731161
Fax: 01582 457900
DX: 130460 Luton 10
Ref:

Solicitors for the Claimant

Claim No: HQ12X02409

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

METROPOLITAN INTERNATIONAL SCHOOLS LTD

(t/a SkillsTrain)

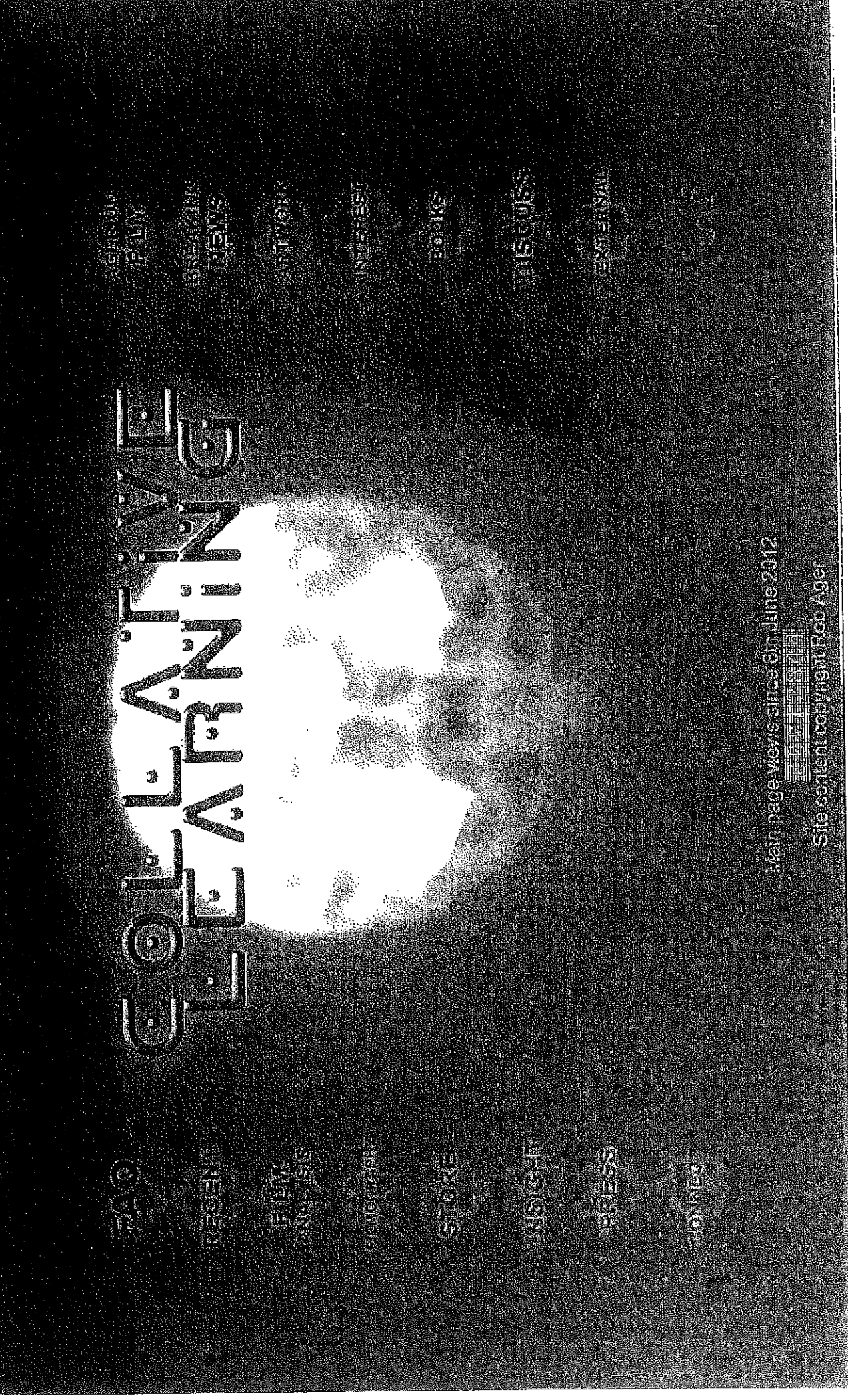
Claimant

and

MR ROBERT AGER

Defendant

ANNEX A TO
PARTICULARS OF CLAIM



[FAQ](#)
[PRESENT](#)
[FILM](#)
[DISCUSS](#)
[STORE](#)
[INSIGHT](#)
[PRESS](#)
[FORBES](#)

[FILM](#)
[NEWS](#)
[ARTWORK](#)
[INTEREST](#)
[LINKS](#)
[DISCUSS](#)
[FORBES](#)

Main page views since 6th June 2012



Site content copyright Rob Agel

Claim No: HQ12X02409

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

METROPOLITAN INTERNATIONAL SCHOOLS LTD

(t/a SkillsTrain)

Claimant

and

MR ROBERT AGER

Defendant

ANNEX B TO
PARTICULARS OF CLAIM

SCHEDULE OF CLAIMS

1. Proceedings issued in the Edmonton County Court between MD Minhaz Sobuz (Claimant) and the Metropolitan International Schools Limited (Defendant)
Issued September 2010
Claim Number 0ED02132.
2. Proceedings issued in the Croydon County Court between Patrick John Gatt (Claimant) and the Metropolitan International Schools Limited (Defendant)
Claim Number OUA11947
Issued on 27 April 2010.
3. Proceedings issued in the Bournemouth County Court between Mr Keith Richard Miles (Claimant) and (1) Skills Train (2) Career Development Finance Limited
Claim Number OBH03836
Issued on 26 November 2010.
4. Proceedings issued in the Birmingham County Court between Mr Ignas Labunskas (Claimant) and (1) Metropolitan International Schools Limited (2) Barclays Partner Finance
Claim Number OBM06195
Issued on 7 June 2010.
5. Defence in proceedings in Northampton County Court between Marek Zajac (Claimant) and Skillstrain (Defendant)
Claim Number OQT46385
6. Court documents and Defence in relation to proceedings issued in the Northampton County Court between Mr Suriyakumar Ponniah (Claimant) Skillstrain Europe Ltd (Defendant)
Claim Number: OQT31117
Issued 12 March 2010.
7. Proceedings in the Warrington County Court between Miss Shelley Ann-Louise Hughes (Claimant) and Scheidegger Training Business Administration & Computer Skills (Defendant)
Claim Number: OWA01247
Dated 3 February 2011.
8. Proceedings issued in the Luton County Court between Mr Steven Hanly (Claimant) and Metropolitan International Schools T/A Train 4 Trade Skills (Defendant)
Claim Number: OCV02623
Issued on 25 March 2011.
9. Proceedings issued in the Oldham County Court between Mr Christopher Makin (Claimant) and (1) Skillstrain Ltd (2) Barclays Bank Plc
Claim Number 0OL00300
Issued on 1 February 2010.

Claim No: HQ12X02409

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

METROPOLITAN INTERNATIONAL SCHOOLS LTD

(t/a SkillsTrain)

Claimant

and

MR ROBERT AGER

Defendant

ANNEX C TO
PARTICULARS OF CLAIM

THE SKILLSTRAIN SCAM & HOW I GOT MY REFUND

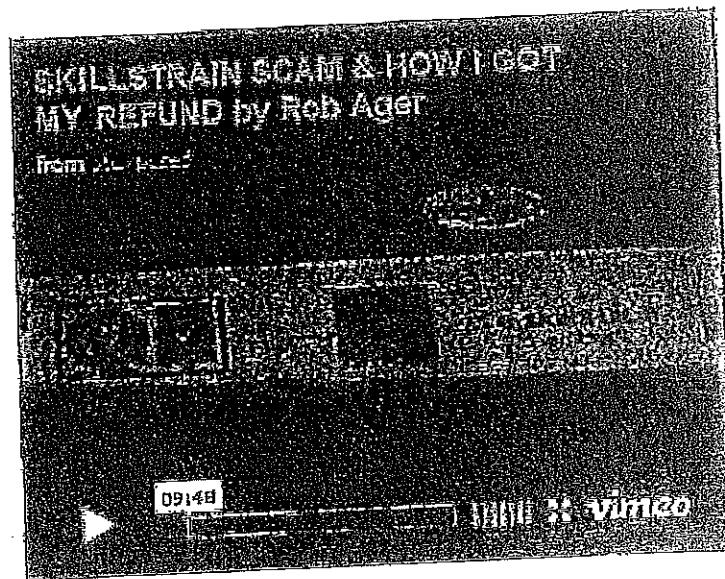
By Rob Ager 2009

(Last updates added 23rd & 24th May 2012 - see end of article)

The intention of this article is to provide factual information to potential and existing Skillstrain customers so that they can make their own informed choice as to whether they do business with Skillstrain. If you wish to know more about this video / article or have additional information that may be worth adding please email me at stexposed@yahoo.co.uk

Watch the 10 minute video or scroll down and read the more detailed text article.

If the video link isn't working then there's a good chance that Skillstrain have registered a complaint with the video host and had it removed. This happened within 48 hours of me first posting it on Youtube. It was taken down for "defamation", but Youtube doesn't investigate such claims or give the video uploader a chance to contest such accusations. They simply remove videos upon request and assume the complainant to be in the right. Not to worry. I will keep this video uploaded one way or the other as the information is factual and exposes fraudulent activities that Skillstrain customers have a right to know about. Skillstrain have already threatened me with legal action, but their argument is weak. I'm willing to go to court over this issue and in the process will make sure that Skillstrain are made to answer publicly for their false endorsements. These fraudulent endorsements are not going to be swept under the carpet. There is now also a [Wikipedia page on Skillstrain](#) that has been reviewed by Wikipedia moderators.



If the video isn't playing then you can download the video file here in mp4 format (just right click on the link and select "save as"). Feel free to upload this video to video hosting sites.

"scam" *Stang* - A fraudulent business scheme; a swindle. (source: thefreedictionary by Farlex)

CONTENTS

- 1) The Skillstrain controversy
- 2) The Skillstrain hard sell
- 3) My investigation into Skillstrain and its partners
- 4) How I got my refund
- 5) What can you do?

THE SKILLSTRAIN CONTROVERSY

Skillstrain is an IT training company that provides distance learning courses. In October 2008 the *BBC Watchdog*, in response to nearly 200 letters of complaint, investigated the company. It turned out skillstrain had been falsely claiming that its courses were endorsed by two major IT companies – *Microsoft* and *CISCO*. The *Watchdog* investigators also showed *Skillstrain* course

materials to IT professionals for assessment. The feedback was that the materials were outdated and poorly written.

The report fuelled the anger of Skillstrain students. A flood of blog entries appeared online describing Skillstrain's hard sell recruitment practices and refusal to refund course fees, including the website skills-train-experience. Skillstrain actually tried to sue google for allowing the supposedly defamatory blog entries to be posted online. The case was appropriately thrown out of court. A petition to the Prime Minister, urging an investigation of Skillstrain was since signed by 355 people.

Another interesting report I found was that in August 2007 the ASA (Advertising Standards Authority) ruled that Skillstrain had breached CAP (Broadcast) TV Advertising Standards Code rules 5.1 (Misleading advertising), 5.2.1 (Evidence) and 5.2.2 (Implications).

Going back earlier to 2006 Skillstrain, under its former company name Scheidegger, was investigated by Nick Lawrence of the BBC. The reporter went under cover, posing as a potential student, and was told by the sales representative that the course certificate was required by many companies and that Scheidegger were working in association with Manpower and Elan IT. Both of these companies confirmed that Skillstrain/Scheidegger was not endorsed by them. Apparently Skillstrain/Scheidegger were accredited by the Institute of IT Training, the CEO (Colin Steed) of which told the BBC he would investigate the matter. When challenged about the false endorsements Skillstrain attributed them to another company, Multimedia Computer Training Limited. As you'll discover at the end of this article, they did the same in response to my complaints.

THE SKILLSTRAIN HARD SELL

The fee for a Skillstrain course is typically several thousand pounds. The potential customer responds to an advert or a viewing of the Skillstrain website and is then visited in their own home by a sales rep. During the home visit they're shown a set of glossy promotional brochures claiming that Skillstrain courses are endorsed by an impressive selection of well known IT companies and educational bodies. They're shown a set of charts outlining the apparently high earning potential for those who complete the course, and are given a basic IT knowledge questionnaire. They're quickly given a pass mark and invited to sign up. The sales rep seals the deal by making a couple of phonecalls to arrange for a career development loan on behalf of the customer. The loan request is accepted, the full fee for the course is paid to Skillstrain by the credit company and the customer signs an agreement to pay back the credit company in a series of monthly installments.

MY INVESTIGATION INTO SKILLSTRAIN AND ITS PARTNERS

I signed up for a Skillstrain's course back in August 2007. As I progressed through the first half of the course over the following year, I found that cheap off the shelf IT books covering the same subjects were much more well written. In fact the course materials made less and less sense with each module.

I wrote letters of complaint to Skillstrain and requested a cancellation of my course. I explained that I was willing to accept the loss of credit payments I'd already made in return for a cancellation of my remaining payments. A *Mr D. Donald* responded that it was too late to be given even a partial refund because my trial period of one month had expired. The irony of this is that in the first month I was only able to view the first module of the course. Further to this I had a very heated debate with someone at the Skillstrain office who claimed to be *Mr. Ian Simpson*. In response to my question to him about who was the Director or CEO of Skillstrain, he told me it was a "*Mr. Butler*", but he refused to give me a first name. Presumably he was referring to *Mr. George Edward Butler*, who headed the company for many years. However, according to Companies house records, George Edward Butler had retired over six months prior to my conversation with Mr Ian Simpson. Skillstrain also forwarded to me copies of endorsement letters apparently written by a company called *Prosoft*, which trades under the name *CIW*. Naturally, Prosoft endorsed the courses - they wrote them, while Skillstrain sells and distributes the course materials and provides teaching support. In attempting to contact Prosoft, I found it very difficult to acquire a business address for any of their offices. It took me six argumentative messages via the CIW website to a *Louise McMahon Daly*, before she finally gave in and told me the business address for their Irish office, which is *Prosoft Training Europe Limited, Mary Rosse Centre, Holland Road, National Technology Park, Limerick, Ireland*. This lack of transparency about basic company information suggests CIW themselves have something to hide.

Then I discovered the BBC watchdog report, detailing that Skillstrain had fabricated Microsoft and CISCO endorsements of its courses. So I wrote to the remaining companies whose logos were featured on my course materials and received written confirmation of an additional three false endorsements. They are *E-skills*, *The British Learning Association (now renamed as the British Institute for Learning and Development)* and *City & Guilds*. So the Skillstrain course had been sold to me on the strength of at least five false endorsements.

Meanwhile, I had already cancelled my direct debit to the credit company *Career Development Finance (CDF)* and began receiving letters, emails and phonecalls telling me that if I didn't continue with my payments then my debt would be passed on to a debt collection company. I stuck to my guns and refused to pay. The debt collectors never came, but for months afterward I received automated phonecalls almost everyday from debt consolidation companies. So much for confidentiality of my personal details.

One thing that especially roused my suspicion was that Career Development Finance letters featured a P.O. box number for correspondence rather than an actual business address. So for a small fee I downloaded most of Skillstrain and Career Development Finance's financial and legal records at Companies House. It turned out that both companies were based on Collingdon St in Luton. A specific point of interest is that my correspondence with Skillstrain has come from an address at 80-88 Collingdon Street, yet Skillstrain's official business address is in the same building as Career Development Finance - 56 Collingdon Street.

I also discovered from Companies House records that Skillstrain's CEO, Jan Talensky, has been listed as a director of CDF and Alena Telensky has been listed as CDF's secretary. Basically CDF and Skillstrain are run by the same colluding group of people, but when responding to my complaint each said it was the other company with which I needed to speak. They were basically giving me the run around.

Incidentally, the jumbling of names and addresses seems to be a regular feature with this group of traders. Skillstrain used to be called Scheidegger and is merely a trading name for another company Metropolitan International Schools limited, which has also undergone several name changes over the years. Career Development finance used to be called B.S.T Credit Limited. Also based on Collingdon St at no 56, again the exact same address as CDF, is Skillstrain Europe Limited. The whole package of IT training and loan services relating to Skillstrain appears to be one operation disguised as several separate trading entities.

Another interesting note is that Jan Talensky resigned from his director position at CDF just one week before the BBC Watchdog report was published, but he was reappointed three months later after the initial flurry of bad press had subsided. So the next time you see a news report of Jan Talensky talking about green policies at his Aqua City resort, posing charitably with under-privileged children, meeting the Prime Minister or promoting one of his other companies such as Train4tradeskills, Train2Game (both of which are also getting a lot of bad reports online), JT Consultancy Limited (JT for Jan telensky of course), , ... remember what you've learned here and at the BBC Watchdog about his role in the Skillstrain and CDF scam. Feel free to check out his blogspot and his youtube channel as well, but don't expect to be able to leave comments or video ratings — these functions have been disabled.

HOW I GOT MY REFUND

Skillstrain managers continued to reject my refund requests and ignored any questions I put to them about their false endorsements. I took my case to Liverpool Trading Standards and cited the specific laws which, in my opinion,

had been broken by skillstrain. I specifically noted *sections 5 & of the Consumer Protection From Unfair Trading Regulations 2008*.

As soon as Liverpool Trading Standards challenged Skillstrain about these issues, I was offered a refund. However, the refund was offered on the condition that I accept it as a good will gesture, rather than liability for false endorsement. The offer also included a condition that I would not publish any of the information I'd discovered about skillstrain or CDFs business activities. In other words they were trying to attach a gagging order. And their offer didn't even include any kind of compensation for the time and effort I'd wasted on the course.

So I rejected the offer and informed Skillstrain I would pursue the matter through the county court. Skillstrain then promptly refunded my entire course fee and acknowledged liability in writing, but the refund letter came from another company called Multimedia Computer Training Limited. I haven't yet chased up this company's exact relationship with Skillstrain, but they were described to me in writing by Skillstrain as a "marketing company". Note that they were also blamed by Skillstrain in response to the BBC's revelation of two false endorsements (Manpower and Elan IT) in 2006. My refund confirmation from Multimedia Computer Training featured a squiggled signature, but no typed name. I checked the signature against those on the financial documents of the company and couldn't find a match. An even stranger detail is that Companies House documents show that Multimedia Computer Training Limited has been exempt from audit year after year, presumably due to dormant or low turnover status - so how are they able to refund customers? Is it a front company for the purposes of giving Skillstrain plausible deniability? This Skillstrain quote from the 2006 BBC report is revealing, "*If it turns out Multimedia Computer Training Ltd and or its advisor have broken this policy, we will take this very seriously and take further action against them.*" As my refund letter reveals, three years on its business as usual and no action was ever taken by Skillstrain against the supposed guilty party. They have also told me in writing that they will investigate the matter further. Perhaps a giveaway clue that Multimedia Computer Training Limited are simply another company within the overall Skillstrain scam is that one of the directors of the company is registered as being of Czech nationality. Jan Telensky himself came to Britain from the Czech Republic. (an email correspondent recently informed me that Jan Telensky is a share holder at Multimedia Computer Training Limited, but I haven't yet checked this at Companies House records).

On the plus side Liverpool Trading Standards have informed me that they are now pursuing an investigation into the false endorsements I raised, which could result in criminal proceedings against Skillstrain - hopefully the results of these proceedings will be available publicly in the near future.

WHAT CAN YOU DO?

if you're a dissatisfied Skillstrain customer then perhaps my experience can serve as a template for you to recover your course fees. Keep hold of all your Skillstrain coursework, credit contracts and sales brochure materials as these may be needed as evidence. Make sure that all of your communication with Skillstrain and its credit company partners is done by letter and keep stored records of all correspondence. Contact your local Trading Standards authority, inform them of whichever Skillstrain false endorsements have appeared on your Skillstrain brochures and course material and ask them to challenge Skillstrain. You may be able to strengthen your case by writing enquiry emails / letters to any other companies whose logos and supposed endorsements were used to persuade you to sign up. If you find new false endorsements, get evidence in writing from the companies involved. If Trading Standards are unable to assist you then you can pursue your case through the County Courts. For a reasonable fee the County Courts can provide mediation to resolve a claim without actually going to court. To my knowledge this service is cheaper than using a solicitor. Free mediation can also be found through LawWorks.

Here you can download confirmation letters from E-skills, the British Learning Association (now called the BILD) and City & Guilds regarding the three false endorsements I have so far uncovered (*Due to reader request I've recently replaced the three downloadable documents with higher resolution files*). There may actually be more false endorsements, as I haven't heard back from all the companies I wrote to. The BBC Watchdog report is called *Skillstrain Under Scrutiny* and can be viewed here.

Feel free to contact the BBC and request a Watchdog update on Skillstrain. Feel free also to register valid complaints with any other relevant watchdogs or regulatory bodies and, if legally applicable, take action against the specific sales rep who flogged the course to you. One possible course of complaint is the Companies Investigation Branch (CIB). Businesslink also conduct fraud investigations. Consumer Direct and the Financial Services Authority may also be able to help.

With enough widespread persistence the Skillstrain scam can be thoroughly exposed and derailed permanently.

If you wish to know more about this video / article or have additional information that may be worth adding please email me at stexposed@yahoo.co.uk.

55
Update (posted 28th Feb 2010)

I now have documented evidence that some students pursuing refunds from Skillstrain who cite this article have been receiving response letters containing unfounded statements about me that are potentially defamatory. I am collecting copies of these letters for legal purposes so if you happen to receive such a letter, feel free to forward it to me along with your contact phone number. Thankyou.

Update (posted 17th March 2010)

number10.gov.uk have responded to the Skillstrain e-petition, which was signed by 355 people. They are advising dissatisfied distance learning customers to contact Consumer Direct or their local Trading Standards. One of the new measures being put in place is that "A task force is being established to address the problems created by bogus and low quality education providers more generally." That sounds like a promising step in the right direction. You can read the full response from the government [here](#).

Update (posted 12th September 2010)

Thanks to all of you who've corresponded with me about your experiences of Skillstrain and its other trading enterprises (*train tradeskills, train game etc*). I'm pleased for those of you who have obtained your course cancellations and refunds, and offer my best wishes to those still negotiating with the company and relevant legal authorities.

For those of you who have received letters from Skillstrain containing statements about my involvement in this year's rounds of pre-general election political character assassination, please refer to my [Press page](#) for a much more truthful version of those events. Also note that *The Telegraph* and *The Sun* have removed their highly misleading articles about me, while an investigation into their reporting practices is being conducted.

For those of you who have received photocopies of a ridiculous article about me that apparently was published in an obscure christian evangelist magazine called *The Son* (*co-founded by a stage magician evangelist*), I haven't seen an original copy of the supposed article, but the origins of that factually incorrect story can be found on my website www.respectorneglect.com, which addresses a case of professional neglect by a christian charity that was providing council funded support to my father.

56

In a nutshell, I'm an independent activist / journalist in my spare time and have used my writing and video editing skills for many purposes,

including the revelation of certain practices used by Skillstrain. In the instances where I've sought to expose corruption or support our country's withdrawal from the EU I've sometimes found myself in the firing line of people whose interests I've crossed - some of whom have anonymously posted lies about me online. Anonymous character assassination is a strong sign of dishonesty. It goes with the territory when independent activists are getting results. On the other hand I've made no attempt to hide my identity in this article or accompanying video because, to the best of my knowledge, the claims presented are true.

The statements Skillstrain make, whether true or false, about my personal life or my public involvement in other corporate or political matters are irrelevant. What matters here is whether the company is able to refute the allegations that have been made against them not just by me, but also by other students, media sources and investigating authorities.

Feel free to quote this update when responding to any related statements Skillstrain make about me.

Update (posted 23rd May 2012)

Over the last couple of years two anonymous Hubpages articles have appeared, spreading disinformation about me to discredit my character and my work. I strongly suspect these have been written by Skillstrain trolls. I've now posted a full response to those articles.

Important info Re: Skillstrain libel case against Digital Trends

From the emails I've received, it appears the current Skillstrain strategy to dissuade customers requesting refunds is to cite a recent case in which they sued a company called Digital Trends for £50,000 in damages because the company hosted a forum in which anonymous *defamatory* statements against Skillstrain were made. Skillstrain make out that this proves all other accusations against them of wrong doing and illegal selling practices are lies, but a brief read over that case reveals a different story. Skillstrain tried to sue three companies at once, including two Google companies. They had already tried and failed to sue the same three companies a year before.

⁵⁷
<http://www.baillii.org/ew/cases/EWHC/QB/2009/1765.html>

The reason Digital Trends were fined in the second case is, as the report states under article 9, they never took part in the court proceedings: *Digital Trends chose not to respond to these steps in*

the proceedings. They have not challenged the jurisdiction of this court, and they have not responded in any way to any of the allegations made against them (other than by removing the material complained of from their website). That is their right. But it means that the court does not have the benefit of any arguments or evidence submitted on their behalf. Perhaps they thought the previous judgement in their favour would be carried forward.

<http://www.baillii.org/ew/cases/EWHC/QB/2010/2411.html>

So it wasn't a big victory for Skillstrain after all, who lost against the other two companies in the same case and would probably have had to pay the legal costs of those companies. And article 7 contains another interesting statement: *In the present case the Claimant did not choose to rely upon the presumptions of falsity and damage which the law permits a claimant to rely on. From the start of this case the Claimant chose to allege in its Particulars of Claim that the words it complained of were factually incorrect. There is nothing in the entire report that addresses the false endorsement evidence provided by BBC Watchdog and I. And, for all we know, the examples of supposedly defamatory content that Skillstrain complained of, which were anonymous forum postings, may have even been posted deceptively by Skillstrain affiliates to make the company appear demonized in court. It's certainly possible.*

Update (posted 24th May 2012)

Recommended blog posting from another individual who got their refund, this time through the Financial Ombudsman Service and by citing the Trade Descriptions Act 1968. Apparently the FOS allows for refunds going back six years.

<http://www.consumeractiongroup.co.uk/forum/showthread.php?301141-How-To-Get-Some-or-All-of-Your-Money-Back-From-Skillstrain-Train-4-Skills>

MAIN SITE PAGE

Rob Ager is RIGHT about Skillstrain

All Topics » Politics and Social Issues » Bias and Hate

Rob Ager is RIGHT about Skillstrain 80

by [phylscc](#)

My name is Rob Ager. If you are reading this then you are likely either familiar with my educational videos and articles posted at www.collaborativelearning.com or you've read one of a small handful of anonymously posted (the tell tale sign of a person who knows their claims wouldn't stand up to legal scrutiny) online articles about me that try to persuade readers that I'm some sort of racist, sexual deviant or other form of low life criminal. If there were any truth to such claims then surely the anonymous author ought to have contacted the police. They haven't and I have no criminal record.

The most prominent of these defamatory articles in terms of ranking in a Google search of my name is titled "Rob Ager is WRONG" and is posted at Hubpages.com.

<http://hubpages.com/hub/Skillstrain-Scam-How-I-Got-My-Refund>

The page ranks highly in online searches of my name. Even coverage of my work by national newspapers and popular media websites, or videos of mine that have over 300,000 viewings don't rank as highly as the above Hub Pages article.

<http://www.nytimes.com/2012/07/29/business/337-employees-wait-for-pay-as-the-shipping-nail-New-York-Times-coverage>

<http://www.fishbase.com/blogs/sc-environment/2011/06/03/special-report-on-the-shipping-nail-Fish-Times-coverage>

2001 - SPACE ODYSSEY meaning of the month revealed - 378,000 viewings.

From psychology THE STRONG empath awareness and self design - 300,000 viewings.

It's not like the Hub Pages article is being linked to and quoted all across the Internet. The mere repetition of my name in an article on a well-known, user-generated content, site automatically gives it a boost in search engines. And no doubt the hate speech lots of the piece has sparked curiosity from people Googling to find out more about my work. The article hasn't hindered traffic to my website, harmed my DVD sales or YouTube viewings or discouraged media coverage of my work (all of which have been steadily on the rise for the past few years) and so, until now, I've simply delayed addressing the article as a minor inconvenience because my schedule has been busy with more important and positive things and for more respectable correspondents. However, I've recently finished several time consuming projects at once and have freed up some time. So, having now looked a little further into the matter, I've concluded that the defamatory articles on Hubpages are most likely written by executives or employees of a company called Skillstrain. In the rest of this article I will outline evidence to that effect.

The anonymous writer of the Hubpages article claims to be a journalist, but doesn't give their name and has only one article posted on their account - the one about me. Of course the immediate question that comes to mind is "why would a supposed journalist resort to using an anonymous Hub Pages account and why would I be their only topic?" Quite simply it's because their so-called story is so clearly biased by personal vengeance and defamatory intention that no establishment news source would accept it.

RIGHT about Skillstrain

In 2009 I posted an online video called THE SKILLSTRAIN SCAM & HOW I GOT MY REFUND. The video was my confirmation of BBC Watchdog's expose of Skillstrain's unethical and illegal selling practices and is accompanied by a detailed article on my website, which contains verifiable sources.

http://www.bbc.co.uk/1/healthwatchdog/2009/10/091010tox_skills_training_boss_of_hind

<http://www.collaborativelearning.com/SKILLSTRAIN%20SCAM%20&%20REFUND.html>

My reason for posting the video and article was that, like many other people, I'd been sold a Skillstrain course on illegal grounds and it had taken a lot of work to persuade the company to refund me. Since I first posted my Skillstrain information publicly, anonymous online accounts have tried to discredit it through videos, websites, facebook pages etc. Despite this my article still comes out top in a Google search of "Skillstrain scam". The makers of the course information articles and videos virtually never put their names or faces to their claims, which usually contain lies along the lines of ROB AGER SILEAR CAMPAIGN AGAINST SKILLSTRAIN or ROB AGER THE MAN BEHIND THE SILEAR CAMPAIGN.

<http://www.defamation.com/video/2012/07/skillstrain-scam-smaar-campaign-job-news>

<http://www.buzzler.com/hub/SkillstrainScam-expose-the-Smaar-Campaign>

Through their lawyers, Skillstrain executives have more than once threatened to take legal action against me regarding my video and article about their selling scam. And each time I've informed them in writing that if they can prove the supposed company endorsements of their products are real then I'll publicly retract all of my information and remove my online video about them. Of course, they can't do that. I've already received written confirmation of sales endorsement by those companies. I've also told Skillstrain through their lawyers that I can very occasionally defend my claims in a court of law and that I have additional information that I've not yet published, which I'll also bring to court. To date Skillstrain still haven't followed through with their court proceedings threats.

In the meantime I've received well over 500 emails from dissatisfied Skillstrain customers, many of whom are absolutely furious with the company. They've forwarded me copies of correspondence they've had from the company and told me in detail about scare tactics used to persuade them to pay for courses that were frequently sold to them on illegal grounds. From the emails I've received, their current strategy to dissuade customers requesting refunds is to cite a recent case in which they used a company called Digital Trends for \$50,000 in damages because the company hosted a forum in which anonymous "defamatory" statements against Skillstrain were made. Skillstrain insist on that this proves all other accusations against them of wrong doing and illegal selling practices are lies, but a brief read over

Rob Ager is RIGHT about Skilstrain

that case reveals a different story. Skilstrain tried to sue three companies at once, including his Google companies. They had already tried and failed to sue the same three companies a year before.

http://www.bbc.com/news/cases/2014/01/140120_bbc_v_skilstrain

The reason Digital Trends were fined in the second case is, as the report states under article 9, they never took part in the court proceedings; "Digital Trends chose not to respond to these steps in the proceedings. They have not challenged the jurisdiction of this court, and they have not responded in any way to any of the allegations made against them (other than by removing the material complained of from their website). That is their right. But it means that the court does not have the benefit of any arguments or evidence submitted on their behalf." Perhaps they thought the previous judgment in their favour would be carried forward.

http://www.bbc.com/news/cases/2014/01/140120_bbc_v_skilstrain

So it wasn't a big victory for Skilstrain after all, who lost against the other two companies in the same case and would probably have had to pay the legal costs of those companies. And article 7 contains another interesting statement: "In the present case the Claimant did not choose to rely upon the presumptions of falsity and damage which the law permits a claimant to rely on. From the start of this case the Claimant chose to allege in its Particulars of Claim that the words it complained of were factually incorrect." There is nothing in the entire report that addresses the false defamatory evidence provided by BBC Watchdog and I. And, for all we know, the examples of supposedly defamatory content that Skilstrain complained of, which were anonymous forum postings, may have even been posted (discreetly) by Skilstrain himself to make the company appear demoralized in court. It's certainly possible.

Several people have even forwarded me copies of material they've received from Skilstrain, containing the same defamatory claims about me that are found in the "Rob Ager is Wrong" hub pages article. I've retained copies of all those emails for legal purposes.

Another piece of evidence strongly supporting my belief that the Hubpages article about me was written by someone associated to Skilstrain is this earlier Hub Pages article:

<http://www.hubpages.com/hub/SkilstrainScam-exposing-the-Smear-Campaign>

Again the author doesn't identify themselves and has only posted one article. The contribution style and defamatory tactics in the two articles are very similar, but the early one, by its title, very clearly is an attempt to present Skilstrain as the victim of a scam, when in fact there have been hundreds of people, not just myself, accusing Skilstrain of being scammers. And Skilstrain expecting people to also believe that nearly 200 letters of complaint about them, received by the BBC Watchdog, amount to a malicious smear campaign by their own students. Do they believe that the BBC themselves have conducted a smear campaign against their company and that the hundreds of representative who was interviewed in their program lied that there had never been any Skilstrain association to Microsoft? Do they believe the investigation of their selling practices by BBC's Nick Lawrence in 2005, after which they changed their company name, was part of the plot?

<http://www.bbc.co.uk/news/education-10762474>

Perhaps they also believe the ruling against them by the Advertising Standards Authority was a smear campaign too?

http://www.asa.org.uk/ASA-anti-advertising/2007/anti-advertising-international-schools-1.html#_ADJ_43056.asp

And the Hubpages writer (Skilstrain?) calls me a conspiracy theorist!

Basically Skilstrain executives knew that a lot of people have seen my video and the one by BBC Watchdog and, upon learning about the legal aspects of Skilstrain selling practices, have decided to pursue refunds of their own. I know that several more people have successfully obtained their refunds because some of them have emailed me about the long paperwork battles they went through with the company. I even received an email from a salesman who claimed he'd been on a course to sell Skilstrain courses and that he was disgusted with the trainer's attitude to people struggling to earn a living. How much money has been returned to disgruntled Skilstrain students and how many more people have avoided the company's hard sell tactics since my video and article, in combination with BBC reports, were made available to anybody's guess.

Naturally, Skilstrain now bear a grudge against me. To date they haven't come clean publicly to admit they had been using falsified endorsements to persuade people into paying thousands of pounds per customer for their courses. To do so would open the door for a barrage of legal cases against them. Instead their response has been to try and attack the messengers, of whom I'm one of the most prominent - to try to discredit my character by any means possible, regardless of ethics, so that other Skilstrain students or potential future customers will not believe the information I've made public. It hasn't worked.

The Hub Pages article, in line with this sort of messenger blinding, uses a variety of disinformation tactics, including the following:

- 1) As already mentioned, anonymity to avoid legal repercussions.
- 2) Claiming that I have posted my short drama film *The Victim and The Sex Game* on children's clothing and furniture websites. There is no evidence that I've ever done such a thing and there would be no reason for me to do so. The website address cited in the earlier defamatory Hubpages article against me offers this e-mail address: info@victim-and-sexgame.com as supposed evidence. It's a wordpress site and doesn't offer any options to contact me for furniture, nor does it provide a company address or contact phone number and email. It's not even a real company website, so for all we know it could have been set up by the same person posting the defamatory Hubpages article. The author even claims I've lived in an apartment opposite a primary school, which I never have, so if they believe readers will make images in their heads of me standing children. Laughable.
- 3) With the large volume of articles and videos I've posted online in the last five years one would think it would be easy to find a selection of quotes to demonstrate that I'm the kind of person the Hubpages writer tries to portray me as, but the anonymous writer only provides one quote. It is taken from my film analysis of *The Matrix*, "... our leaders are caught fleeing themselves by allowing millions of immigrants to flood into western countries of a time when we should be past them to think immigration as a post-9/11 mission against terrorism ... this is where the future starts in America and elsewhere. Just like 9/11 in the film: 'opening, first a way citizens aren't supposed to see that they are being told on a grand scale that mankind is not only invincible ...' That's it. That's the most the author could come up with. Notice that there's a gap in the middle of the quote and that the

Rob Ager is RIGHT about Skillstrain

beginning and end start mid-sentences. Here is the full quote from my video with deleted sections reinserted and highlighted. "People instinctively know that something is severely wrong in our world at the moment. Great fear was unleashed in the form of the 9/11 atrocities of 2001, which has ever the years also morphed into the fear of an emerging police state and increasing tendency towards barbaric military behaviour, as seen in the Guantanamo reports. In the meantime our leaders are contradicting themselves by allowing millions of immigrants to flood into western countries at a time when we would expect them to limit immigration as a protective measure against terrorism, and we have the suspicious intelligence used to kick start the invasion of Iraq. Those are just a few of the world changing events that are making millions of people ask what our civilization is and what the agendas of our leaders are. This is where the Matrix strikes an emotional and spiritual nerve. Just like Neo in the film's opening, 21st century citizens know deep down that lies are being told on a grand scale that manipulates not only individuals, but entire nations. We don't know which news reports to believe or which politicians to trust." The full quote reveals that I wasn't speaking from some sort of xenophobic or racist position at all.

4) The anonymous writer reaches to the depths of bad taste by claiming "This is the man that left his poor father in a place not fit for a dog, REALLY HE DID and now he's trying to blame everyone else. I have the videos he recorded in his father's flat and he only lived a short drive from his father's flat." Basically the author has been sifting through everything about me that they could find online and has come across my website <http://www.respectneglect.com>, here in which I've been highlighting a case of professional neglect regarding my father's death in 2008. Thoroughly documented on the site is the evidence that, far from having "left his poor father in a place not fit for a dog" I was consistently in weekly contact with my father during his years of mental and physical illness and fought for three months before his death to prompt adult mental health services into researching his needs and providing suitable supported accommodation. And since his death I've acquired, through great persistence, documented 100% proof that the support provider Adult Learning Association and a manager at Sefton Council suppressed internal investigations of the case. Naturally the circumstances of my father's death and the professional neglect that contributed to it were very traumatic for me and my family. The Hubpages author's attempt to distort the sensitive issue not only reveals the utter hatred and vindictiveness of their motive, but also reveals the utter lack of decency and morality that characterises their own pathology.

5) The only information offered by the author that gives even the remotest suggestion of credibility to their claims about me is their registration of my involvement in a pre-general election smear attack against the UK Independence Party in 2010. Full story of this the link below <http://www.independent.co.uk/news/politics/ukip-candidate-accused-of-claiming-to-be-a-terrorist-10111111.html>. Basically I'd upset members of the Labour Party and probably the EU commission with my video revealing that a Labour Party member operating from Brussels was running an anonymous website distributing disinformation about UKIP, of which I was a branch chairman. The Sun Newspaper (now in big trouble for illegal phone tapping practices) and their affiliate Mercury Press in Liverpool then conducted a political smear attack against me in April 2010. The Sun article even used a video still of me taken from the very video of mine that motivated the attack. As usually happens with such media events, a handful of other newspapers then regurgitated the same story the following day (an aspect of news media culture that was already explored in my one hour media analysis video Choose Your News), but the story was dead within forty-eight hours because I'd been tipped off by journalists in advance and thus had a full response prepared and uploaded it to my site. After mediation through the Press Complaints Commission the articles were all removed from the newspaper websites, including The Sun. But the one at Mercury Press remained online because they're not members of the Press Complaints Commission. I would have to pursue legal action against Mercury Press to remove it, but frankly I've got better things to do with my time and money and my report killed the story anyway. On the other hand I can quite easily post a new video outlining the full story on this issue at any time I wish.

6) And, in one of the most heinously despicable claims by the Hubpages writer, the defilement of a YouTube account I had in 2007 is brought up. I'd posted several film reviews on that channel and being that the films being reviewed, such as Eyes Wide Shut and The Shining, sometimes contained scenes involving nudity YouTube's moderators deleted three of my film analysis videos in succession, thus triggering an automated account suspension. Big deal. I've had a new YouTube account running for nearly five years since, which has over 70 videos, nearly twelve thousand subscribers and over four million video views.

What would drive someone to hate a person so much that they would spend long periods of time gathering information and intricately distorting it in a transparent attempt to portray that person as some sort of hardcore underworld criminal? - even going so far as asking readers to complain to the Prime Minister. Hilarious!

What is the motive? It has to be a person who feels their livelihood or reputation has somehow been harmed by information I've published. We could assume it's another political smear attack, but I'm not a big enough political fish to warrant such a time-consuming and ineffective effort. It could be someone connected with Adult Learning Association, but the first Hubpages article came before my conflicts with Adult Learning really started to heat up. No. Based on the various anonymous reports that have been published against my Skillstrain information over the years, which all bear a similar communication style to that of the Hubpages writer, I'd put my money on the anonymous author being a Skillstrain manager or affiliate. The financial losses incurred through multiple refunds of complaining customers and reductions in new enrolments fit very well as the kind of motive underlying the hostility of the Hubpages articles. I can't prove the anonymous author is acting on behalf of Skillstrain, but I strongly believe it and unless the author reveals their identity it can't be ruled out. And I think anyone else who takes the time to examine the links and evidence presented here would reach the same conclusion.

One thing I can say with certainty is that the anonymous Author is a coward. Unlike me, they're afraid to put their name or face to their words because they know they're lying. Their cowardly anonymity is testament to this truth. No doubt the anonymous Hubpages author will read this report and to them I would add ... from now on whenever you look in the mirror you'll think of me and the fact that you're afraid to take me on in the open. You know you're outsmarted before you even try. And if you do happen to be coming from the grudge position I've outlined then it's time you realized that you ought to earn your living by actually contributing something of value to the world - that is, if you're intelligent and wise enough to do so.

Rob Ager

Claim No: HQ12X02409

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

METROPOLITAN INTERNATIONAL SCHOOLS LTD

(t/a SkillsTrain)

Claimant

and

MR ROBERT AGER

Defendant

ANNEX D TO
PARTICULARS OF CLAIM

In the Northampton County Court

Claim Number: 0QT74683

Gordon Robinson

Claimant

Train 4 Trades

Defendant

Witness Statement of Gordon Robinson

I Gordon Robinson of 28 Alma Street Northampton NN5 5LS will say as follows;

1. I am the claimant in these proceedings and make this statement by way of clarification in relation to the manner and reasons for my having commenced this action against the defendant.
2. When I enrolled on the Domestic Plumbing and Heating course (the course) in October 2008 I was informed that the defendant was authorised to give a City and Guilds (C&G) certificate in relation to the plumbing course that I was proposing to do. Following enrolment I received documentation from the defendant including in particular Tutor Marked Assignments (TMAs).
3. I commenced my studies and was receiving communication from the defendant on a regular basis to encourage me to continue and complete the training. I am told that before I could proceed with the practical training there are a number of TMAs that I would have to complete to ensure that I am equipped with all the theoretical aspects of the course.
4. I continued with this exercise for approximately one year after which I spoke with my brother who advised me that he will make enquiries on the website and other resources about the reputation of the defendant and the course. As a result of this enquiry he found that there were various website postings against the defendant and serious allegations about the validations and accreditations of various bodies including C&G.
5. In particular he gained access to a site known as www.collativelearning.com (Ager website) run by a Mr. Rob Ager. This website was heavily critical of the defendant and its various trading arms. They went out of their way to provide sample letters to make claims against the defendant. They also gave letters and other information they had received from validating authorities such as the C&G to anyone who made enquiries. My brother was one such person and obtained what I then believed to be relevant and truthful information. I now know that this was not correct.
6. In any event following this I wrote to the defendant in early 2010 making accusations and allegations about wrongful accreditations and demanding cancellation of my course with full refund. I also gave them copies of redacted letters which I had received from my brother

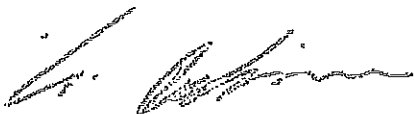
and presumably he had downloaded these from the Ager website. The Defendant wrote to me in reply explaining the manner in which the accreditations were to be provided and requested that I continue the course and complete my training. I refused to accept the invitation and commenced proceedings at the Northampton County Court.

7. Following this the defendants filed their defence giving full particulars as to how the accreditations would be given and the fact that they were duly authorised to provide these. The matter came for trial on Friday, 11 March 2011 and I attended the County Court before the judge who had also received the evidence and witness statements from the defendant. This showed that the defendants were duly authorised to provide the C&G and other courses not only now but since approximately 2005.
8. The judge asked me a few questions at the trial particularly about of the fact that I would have received a qualification that I had applied for regardless of what was or was not said by the representative of the marketing company. I admitted that there was nothing wrong with the course and that I would have achieved the qualification if I had completed the course. Furthermore I also admitted that the only reason I commenced the action was because of what my brother had told me and what he had seen and read in the Ager website.
9. As a result the judge indicated that she may well find against me in light of what I admitted particularly because the defendant would have done everything that it had promised and more. It was also noted that possibly that I would have a judgement and claim from the credit provider Barclays Partner Finance who would pursue me in much stronger terms than the defendant. She then allowed me and the defendant time to discuss the matter and seek a resolution.
10. As a result of this resolution I decided to have my claim struck out and swear this witness statement verifying to the defendant the court and all third parties that my claim was wrongly conceived. It was based on nothing other than website postings such as the Ager website and nothing else.
11. I am prepared to attend any court of law to attest the above matters and give evidence if so required.

The facts and matters which I have stated in this witness statement are true and accurate.

Date: 25 March 2011

Signed:



Gordon Robinson

In the Northampton County Court

Claim Number: OQT74683

Mr Gordon Robinson

Claimant

Train 4 Trade Skills

Defendant

Consent Order

Upon reading the communications from the parties the Court Orders that the action against the Defendant be dismissed.

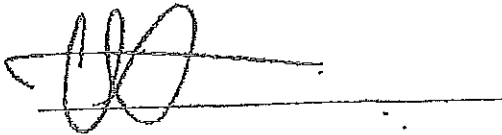
Dated: 14 March 2011

Signed by the Claimant.



Mr Gordon Robinson

Signed for and on behalf of
The Defendant



Claim No: HQ12X02409

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN:

METROPOLITAN INTERNATIONAL SCHOOLS LTD

(t/a SkillsTrain)

Claimant

and

MR ROBERT AGER

Defendant

ANNEX E TO
PARTICULARS OF CLAIM

14 15 17 18 19 20
General Form of Judgment or Order

RECEIVED 20 MAR 2011

In the	Luton	M4/A TAB 8 County Court
Claim Number	0CV02623	
Date	25 March 2011	



MR STEVEN HANLY	1 st Claimant Ref
METROPOLITAN INTERNATIONAL SCHOOLS T/A TRAIN 4 TRADE SKILLS	1 st Defendant Ref

Before Deputy District Judge McCourt sitting at Luton County Court, 2nd Floor, Cresta House, Alma Street, Luton, Beds, LU1 2PU.

Upon hearing the Claimant in person and the representative for the Defendant

IT IS ORDERED THAT

1. The title of the claim be amended to show the Defendant as Metropolitan International Schools t/a Train 4 Trade Skills.
2. Claim dismissed.
3. No order as to costs.

Dated 21 March 2011

In the Luton County Court

Claim Number: 0CV02623 - IP 1379264 A

Steven Hanly

Claimant

And

Train4tradeskills

Defendant

Case Summary/Skeleton - Defendant

Reference to the page numbers in this document are to those referred to in the enclosed bundle

Summary

1. This is a claim by the claimant alleging fraud against the defendant in respect of the use of logos relating to a plumbing course (the course). The allegations by the claimant refer to the ability of the defendant to provide the relevant accreditation for the course of bodies like City and Guilds (C & G). The defendant contends that this is the only relevant aspect as the type of course the claimant was enrolled on makes him eligible for this certification.
2. The defendant contends that no such fraud or fraudulent misrepresentations was perpetrated. The defendant was able to provide the relevant accreditation/certificates in relation to the course. The defendant contends this could have been done directly and/or indirectly as a result of its own efforts or the contract that had and has with Messrs Apprenticeship Training Limited (ATL) its sister company.
3. The claimant relies on the contents of a letter dated 23 November 2009 at page 6 (the letter) addressed to a Mr R. Ager by C & G to support his claim. The defendant contends that the claimant has based his claim on the wrong interpretation on the letter. The Defendant contends that the letter is clear vindication of the defence and ability of the defendant to provide the accreditation/certification to the claimant. See para 10 of the defence at page 9.
4. The defendant contends that the allegations by Mr Ager were wholly untrue and a tissue of lies written with the intention of causing serious loss and damage to the

defendant and/or its associated and trading partners. Apparently the marketing company Multimedia Computer Training Limited undertook various investigations and compiled a dossier on the allegations and also matters surrounding Mr Ager which seems to indicate that his only preoccupation was to seek to damage corporate bodies and other such institutions. See pages 11-21.

5. It is contended by the defendant that the claimant relied upon such similar web postings criticising the defendant and/or its trade partners from time to time despite serious warnings by the defendant to the claimant and others. As a result of these unlawful acts in defamation on the part of Mr Ager and others the defendant under its trading name of Skillstrain and Train2game issued proceedings against the relevant website hosts namely Digital Trends (DT) and Google.
6. DT was held responsible (Pages 24-33) and as a result of which the judge awarded landmark damages in the sum of £50,000. The damages were unique and it should be noted that the Learned Judge went out of his way (pages 31-32) to explain in detail the falsity of the Defamatory remarks made in the website postings.

Evidence

7. The claimant has not given any evidence or any further documents.
8. The defendant has given evidence through its principal and the training company ATL (34-37) and says that the defendant would and could have provided to the claimant the required qualification and certification in respect of the course. Therefore there were no misrepresentations or certainly fraud as alleged.
9. Further that the claimant had every opportunity to cancel at a much earlier stage since the enrolment but only decided to do so after seeing the "Ager" material on the website. In so as the latter is concerned it is trite law that no party to the proceedings can rely upon any media or similar evidence or information which is not directly relevant to the issues in the case. The defendant contends that the claimant wrongfully relied upon such evidence in the expectation that he could cancel the Course at such a late stage.

10. The financial Ombudsman service on similar grounds has rejected claims by students (Page 54-59). In addition as alleged in Myra Smallman's Witness statement (Para 8 page 35) we have this morning received a statement and the Consent order (pages 60-62) signed by the student referred to in that paragraph confirming the basis on which the claim was struck out.

Conclusion

11. The defendant therefore contends that the claimant's claim should be dismissed as he cannot prove that the defendant did not or could not have provided him with the benefit of the course and/or certification by the relevant authority namely C & G. Further and in any event the allegations made by the claimant allege fraud and the burden to prove this is extremely heavy and it is the defendant's contention that the claimant has not and will not be able to discharge this.

12. The defendant therefore contends that this claim should be struck out.

Dated: 18 March 2011

Defendant



COVENTRY COMMERCE
COURT CENTRE
100 100
RECEIVED

COVENTRY COMMERCE COURT CENTRE 100 MURCH PARK STREET COVENTRY CV4 2SN	
for court use only	
Claim No.	10012533
Issue date	8/10/10

Claimant MA STEVEN HAWK
63 MURPHY RD COURTHOUSE GREEN
COVENTRY CV6 7HX



I AM SIGNED TRAIN & TRADE SKILLS FOR
FRANDEMENTLY WITH THE LOGO & ENDORSEMENT
OF THE FOLLOWING COMPANY'S CITY & GUILDS,
ENTICE MYSELF INTO SIGNING UP FOR THEIR COURSE
Defendant(s) TRAIN & TRADE SKILLS
HAMILTON HOUSE 80-88 COLLINGTON STREET, LUTON
BEDFORDSHIRE, LU2 1RX

TRAIN & TRADE SKILLS FRANDEMENTLY USED THE LOGO'S &
ENDORSEMENTS OF ORGANISATION TO ENTICE MYSELF &
OTHERS INTO SIGNING UP FOR THEIR COURSE.
Brief details of claim

I AM SIGNED TRAIN & TRADE SKILLS UNDER SECTION 17
5.2.7 OF THE CONSUMER PROTECTION FROM UNFAIR
TRADING REGULATIONS 2008, I SIGNED UP FOR THEIR
COURSE FOR THE SUM OF £3950.00. THIS IS THE
AMOUNT I AM CLAIMING FOR.

Value
COURSE FEE £3950.00

Defendant's
name and
address

TRAIN & TRADE SKILLS
HAMILTON HOUSE 80-88
COLLINGTON STREET
LUTON
BEDFORDSHIRE
LU2 1RX

Amount claimed	£ 3950.00
Court fee	109.00
Solicitor's costs	
Total amount	4059.00

The court offices at

100 MURCH PARK STREET, COVENTRY, CV4 2SN

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

Claim No. _____

Does, or will, your claim include any issues under the Human Rights Act 1998? Yes No

Particulars of Claim (attached)(to follow)

I HAVE ENCLOSED WRITTEN EVIDENCE FROM THE FOLLOWING ORGANISATIONS CONFIRMING TRAIN & TRADE SKILLS WERE AT THE TIME NOT MEMBERS OR DID NOT HAVE PERMISSION TO USE THE ENDORSEMENTS OR LOGOS OF THE FOLLOWING ORGANISATIONS, CITY & GUILD OF, e-skills UK MEMBER & BRITISH LEARNING ASSOCIATION, I HAVE ALSO ENCLOSED A LEAFLET OF TRAIN & TRADE SKILLS USING THESE ENDORSEMENTS. I ALSO HAVE OTHER MATERIAL OF THEM USING THESE ENDORSEMENTS

Statement of Truth

**(I believe)(The Claimant believes) that the facts stated in these particulars of claim are true.*
**I am duly authorised by the claimant to sign this statement*

Full name MR STEVEN HANLY

Name of claimant's solicitor's firm _____

signed 

position or office held _____

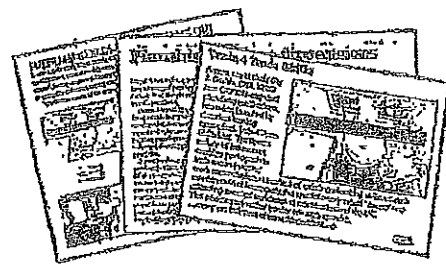
**(Claimant)(Litigation friend)(Claimant's solicitor) (if signing on behalf of firm or company)*

**delete as appropriate*

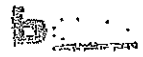
Claimant's or claimant's solicitor's address to which documents or payments should be sent if different from overleaf including (if appropriate) details of D/L, fax or e-mail.

Media Coverage

TRAIN
TRADE SKILLS



UK Construction Magazine
Heating & Plumbing Monthly
Housebuilder & Developer
BMJ Builders Merchants Journal
ACR Today
Plumbing & Heating in Northern Ireland



e-skills uk
member

City & Guilds
Construction

1354

NO DATE

Hi Steven,

Thank you for your email.
I can confirm that Train 4 Trade Skills is not a member of the
British Institute for Learning and Development.

Kind Regards
Elena

Elena Tsonou
Administrator
The British Institute for Learning & Development (the
BILD)
0117 9596517
www.thebild.org

11/4/2010
By Alex 25/5/10

The Sector Skills Council for Business and Information Technology

e-skills uk

e-skills UK
1 Castle Lane
London SW1E 6DR
Tel 020 7363 8920
Fax 020 7362 9138
info@e-skills.com
www.e-skills.com

August 2010

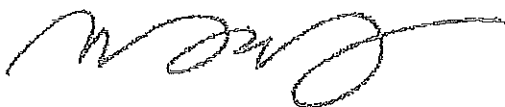
To whom it may concern

This letter formally states that neither SkillsTrain nor any organisation associated with SkillsTrain, including Metropolitan International School and Train 4 Trade Skills, are members of e-skills UK. Their membership ceased in October 2006. They are not permitted to use our logo or reference any connection with e-skills UK in any way through any medium. Our lawyers wrote to Metropolitan School to remove our logo from their website and any publications, on the 27th March 2007.

If your query is the result of SkillsTrain or any associated organisation representing itself as a member or endorsed by e-skills UK in any way please forward any details to:

Niall Daly
Finance Director
e-skills UK
1 Castle Lane
London
SW1E 6DR

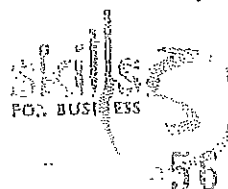
Yours sincerely



Niall Daly
Finance Director



75



23 November 2009
Ref: 1-27052294

15 Bishop Street
London
EC1A 9AB
T: +44 (0)20 7294 2413
F: +44 (0)20 7294 2401
www.cityandguilds.com

Mr R Ager

Dear Mr Ager

Re: Log 1-27052294

I have consulted a number of colleagues in regional offices and in our Learning Solutions department before writing in response to your query about a possible relationship between City & Guilds and Skills Train. I am sorry that it has taken longer than I would have wished.

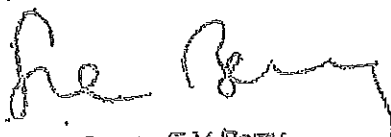
I'm assuming that when you use the term 'endorse' you are actually referring to City & Guilds' approval of training organisations and colleges (centres) to offer its qualifications subject to terms and conditions governing the required consistency and quality assurance of the assessment process. As part of the agreement between the centre and City & Guilds, a centre is required to comply with City & Guilds' policies, procedures and guidelines set out in 'Providing City & Guilds Qualifications.'

To answer your principal enquiry, Skills Train is not itself a City & Guilds approved centre. However, it is a business division of a group of companies of which two, 'Scheidtger and ATL, are approved to offer some City & Guilds awards and another, Train4TradeSkills, is currently in the centre approval application process. City & Guilds approved centres can apply to use the 'City & Guilds Approved Centre' logo.

I do hope that this will be helpful and I apologise again for the delay in replying.

With best wishes

Yours sincerely



(Mrs) Susan E V Barry
Customer Relations Support Team - Complaints
T: +44 (0) 20 7294 3292
F: +44 (0) 20 7294 2413
Email: feedbackandcomplaints@cityandguilds.com

TRAIN®
TRADE SKILLS

Train 4 Trade Skills, Hamilton House, 80-88 Collyngton Street, Luton, Bedfordshire, LU1 1RX. Telephone: +44(0)2945 0507675 email: info@train4tradeskills.com

Date: 18/04/2008
College Agt. No.: IP1379264A

TMA Z

8097213011 292 134

Mr Steven Hanley
63 Mulberry Road
COVENTRY
W Midlands
CV6 7HX

Dear Student

We are pleased to confirm that under your Career Development Finance Limited finance agreement, we have now received payment in full for your course fees.

Your enrolment has now been fully completed and you are free to commence your course. We hope that you enjoy the same benefits and advantages as millions of other students throughout Europe.

We are enclosing herewith your tutor details. We would like to take this opportunity to welcome you to Train 4 Trade Skills and wish you every success both in your studies and for the future.

Yours faithfully

M. Wilton

Registrar



e-skills UK
member

e-skills UK
member

In the Coventry County Court

Claim Number: QCV02623

Steven Hanly

Claimant

And

Train4tradeskills

Defendant

Defence

1. The defendant found it very difficult to decipher the way in which the claimant makes the claim in light of the unusual manner of the completion of the claim form.
2. Subject to the above the defendant asserts the following matters.
3. The defendant denies that it was involved in any fraudulent activity relating to the use of the various logos as alleged and further asserts that none of the allegations relating to allegations other than the City and Guilds (C & G) are relevant in this instance. The course that the claimant was enrolled upon entitled him to a C & G certificate only.
4. The claimant was enrolled as a student of the defendant on the 8 April 2008 and did not bring any matters to the attention of the defendant until on or about middle of August 2010, which was after the expiration of 2 years and four months.
5. It is the defendant's contention that the claimant has been influenced by a Mr Rob Ager (Ager) who has been instrumental in designing and devising a website known as collative learning, which links to students of the defendant through the normal service channels commonly used by the public at large.
6. It is further the defendant's contention this website and all the material relied upon and published by Ager is false inaccurate and malicious and furthermore was designed to cause maximum loss and damage to the defendant.
7. In support of the matter as alleged in the preceding paragraphs the marketing company involved in this matter has undertaken various searches and enquiries and has written to a number of the students making any "Ager" allegations. The results of these investigations are enclosed as part of a circular letter at exhibit "571".
8. In addition in a recent judgement passed by the High Court of Justice on 1 October 2010 adjudicating that all the matters relating to the defendant and referred to in a particular

website known as the Digital trends were false and true. A true copy of the judgement is enclosed as part of exhibit STL.

9. It is denied that the Defendant made any false advertising as alleged because at all material times the Defendant directly/indirectly had the ability to rely on a certification by the City and Guilds body. It is the contention of the Defendant that such certification was obtainable as a result of the fact that the Defendant has subcontracted with a Company known as Apprenticeship Training Limited (ATL) which provided the second limb of the Course, namely the practical training aspect of the Course to students of the Defendant. The Claimant would be one of such students.

10. In order to substantiate this assertion the Defendant will rely on evidential materials included a proportion of the letter dated 23rd November 2009, addressed to a Mr R Ager, from City & Guilds, whereby paragraph 3 of the same reads:

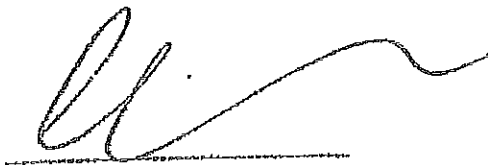
"To answer your principle enquiry, Skills Train is not itself a City & Guilds approved centre. However, it is a business division of a group of companies of which Scheidegger and ATL are approved to offer some City & Guilds awards and another, Train4TradeSkills is currently in the centre approval application process. City & Guilds approved centres can apply to use the 'City & Guilds Approved Centre' logo."

11. In the alternative, it is contended that the Defendant themselves had applied to and had been informally approved by City and Guilds for certification in this regard

12. In the circumstances the Claimant claim is denied and in particular it is further denied that there was any lack of the provision of services as alleged or at all.

Dated: 2 November 2010

Signed



Defendant