

These Terms and Conditions contain important information. Please read these Terms and Conditions carefully before making your payment and contact us if you have any questions or require further clarification before proceeding to payment. Any moneys paid in relations to these services constitutes acceptance of these terms and conditions.

Course Delivery

1. Each course delivery method and duration vary and may include e-learning, classroom: face to face or instructor led on-line, or a combination of these methods. Please refer to individual course information or contact our office for further details.

Course fees

Fee for Service Traineeships and Self-funded Learners

For information on course fees for Fee for Service Traineeships and Self-funded learners please contact the METS office on 02 9838 0567 and speak to our staff or by sending an e-mail to: info@mets.edu.au

2. We will determine the course fee based on the information you give us and will advise you of all costs prior to enrolment. Adjustments are made to fees for part qualifications, recognition of prior learning and credit transfer. METS Training Services offer a payment plan through Debit Success, either weekly or fortnightly. Full payment of the learner fee must be made by the completion of the qualification.

NSW Smart and Skilled subsidised training (including New Entrant Traineeships)

3. If you are eligible for subsidised training under Smart and Skilled, you pay only a portion of the training cost. The rest is subsidised by the NSW Government. Learner fees are set for the whole qualification, rather than year-by-year. With Smart and Skilled, you know exactly what your fees will be upfront from the outset, regardless of how long it takes to complete your qualification. Your learner fee covers the cost of all training and assessment.
4. METS Training Services will advise you of the calculated learner fee through way of a quote for your course, based on the information you provide to us and any additional charges for your training. Adjustments are made to fees for part qualifications, recognition of prior learning (RPL) and credit transfer.
5. Other exemptions and concessions are applicable. To find out more about Smart and Skilled funding and eligibility requirements visit:

https://www.training.nsw.gov.au/smartandskilled/prices_fees.html

METS Training Services complies with the Smart and Skilled Fee Administration Policy:

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https://www.training.nsw.gov.au/forms_documents/smartandskilled/prices_fees/prices_fees_v11.2.pdf

Fee Information for all students

- Where a learner chooses to pay their course fee by instalments with Debit Success, the learner will incur a \$10 administration fee payable to Debit Success with the first instalment;
- Where a learner has chosen to pay by instalments through Debit Success and defaults or otherwise misses a payment or is in arrears, the Contract terms and Conditions of Debit Success will apply;
- Extra Charges which may be applicable include:

Replacement certificate or statement of attainment	\$25
'Fast-tracking' certificate issuing	\$35
Reassessment/resubmission fee (3 re-attempts given at no cost)	\$50 per re-attempt
Photocopying	\$1 per page
Statement of Attainment for First Aid	\$10

Refund policy

A refund of all or part of the course fee or concession fee may be granted in the following circumstances:

- The learner may claim a full refund of any fees paid in full prior to the date that the enrolment is completed. The day of enrolment is the "withdrawal with no penalty" cut-off date. The learner must notify METS Training Services in writing of their intention to withdraw from training
- Learners who have overpaid the course fees
- Where an eligible subsidised learner is granted Recognition of Prior Learning (RPL) or Credit Transfer (CT) after enrolment or after a learner commences a qualification, METS Training Services will report the outcome to State Training Services (STS) and they will adjust the learner fee accordingly. METS will advise the learner of the adjusted fee and will refund any overpayment of fees with regard to RPL or CT granted.
- In the event that METS Training Services cancels the course or no longer provides the training and when the learner has paid the full course fee, the learner will be refunded the portion of the fee that applies to the training that has not been delivered.
- Where the learner's application for enrolment has been refused.

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14. Pro rata refund of fees, less an administration fee where applicable (calculated from the date of enrolment to date of cancellation), may be made at any time during the course delivery if the learner withdraws for reasons of personal circumstances beyond their control including but not limited to:
 - Serious illness resulting in extended absence from training.
 - Injury or disability that prevents the learner from completing their program of study.
 - Other exceptional circumstances at the discretion of METS Training Services.
15. It is the discretion of METS Training Services Management to approve refunds in the event of extenuating and/or personal circumstances, in line with contractual requirements. In this event, the learner may be offered a credit towards another course.
16. A request for refund must be made in writing within 28 days of the withdrawal/cancellation of training.
17. A refund will not be granted in the case of 'change of mind' or 'incorrect selection' unless above conditions are satisfied.
18. No refund will be given for non-attendance of a short course such as first aid or refresher training. If you cannot attend a short course for which you have enrolled in and paid for, you may send another person in your place at no additional charge. Please keep in mind, your replacement must complete any required pre-course work as in the case of First Aid.
19. You can cancel or reschedule your course at no cost if this is done seven (7) days before the short course date. If you cancel or reschedule less than seven (7) days before the short course date a 25% administration fee will be charged.
20. In the event that METS Training Services cannot deliver training in unforeseen circumstances, a learner will be provided with an option to reschedule to the next available date or may request a full refund for the amount paid for the effected course/s. METS Training Services will endeavour to process any refunds within 14 business days and the learner will be notified once the refund has been issued.

Where the course fee is paid by instalment:

21. When a learner cancellation is received, your direct debit payments will be cancelled as at the month notified

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22. A learner's overall course fees will be reviewed in line with the course duration and any outstanding fees will be invoiced directly.
23. All refund requests must be made in writing, to the attention of the RTO Manager and sent to: accounts@mets.org.au
24. As a learner undertaking a vocational education and training course, you are protected under Australian Consumer Law and under State and Territory consumer protection laws. These protections include areas such as unfair contract terms, the consumer guarantees, to statutory a cooling-off period, and unscrupulous sales practices. You can find out more information about your rights as a consumer from the Australian Consumer Law website which includes a range of helpful guides relating to specific areas of protection. Please visit the following site for more information:
<https://consumerlaw.gov.au/consumers-and-acl>

Statutory Cooling Off Period

25. The Standards for Registered Training Organisations require a person to be informed of their right to a statutory cooling off period. A statutory cooling off period is defined within the Australian Consumer Law which was introduced in 2011. A statutory cooling off period (ten (10) days) is a period of time provided to a consumer to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics. These include tactic such as door-to-door sales and telemarketing. A statutory cooling off period allows a consumer to withdraw from a sales agreement within 10 days of having received a sale contract without penalty.

26. Feedback and Complaints

METS Training Services has a Complaints, Grievances and Appeals Policy for resolving any issues you may have throughout the term of your studies. At METS Training Services we take customer feedback seriously and have established policy and procedures that govern our complaints management process.

The process of making a Complaint

1. We encourage you to raise your concerns directly with the person you are dealing with. If, however you do not feel comfortable or wish to register a formal complaint or appeal you can do so by contacting us via any of the following options:

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Option 1: Call (02) 9838 0567

Option 2: Email info@mets.edu.au

Option 3: Online contact form

2. You can expect the complaint to be acknowledged within 24 hours and assessed and responded to within 10 working days. In some circumstances it might take longer to resolve a complaint, if it takes longer than 60 calendar days to resolve a complaint, we will inform you in writing and provide reasons for the delay and regular updates. Please refer to our Complaints, Grievances and Appeals Policy for further information via the link below. [Complaints, Grievances and Appeals Policy](#)
3. Should the matter still remain unresolved, the complainant is to be advised that they have the right to refer the matter to any external authority/agency who may be relevant to their complaint. The following external agencies are nominated in the first instance as relevant points of referral the person may consider:
 - a. In relation to consumer related issues, the person may refer their complaint to the Office of Fair Trading.
 - b. In relation to the delivery of training and assessment services, the person may refer their complaint to the National Training Complaints Service via the following phone number: 13 38 73 or visit the website at <https://www.employment.gov.au>
4. Matters relating to privacy, the person may refer their complaint to the Office of the Australian Information Commissioner via the following details: <https://www.oaic.gov.au/individuals/how-do-i-make-a-privacy-complaint> or call on 1300 363 992.
5. If the Complainant has been through all stages of this complaint/grievance handling process and remains unsatisfied with the outcome, they may contact the Australian Skills Quality Authority (ASQA) on www.asqa.gov.au

Privacy

27. Through the processes of providing training and assessment services, METS Training Services may be requested to provide details to governing authorities of training programs. These authorities include the Department of Education and Communities, Australian Apprenticeship Centres and the Australian Skills Quality Authority.

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28. METS Training Services may also provide information to the participant's employer, where applicable, for training purposes only. METS Training Services is committed to maintaining our adherence to the Privacy Act as governed by the Australian Commonwealth and State Governments. We guarantee that we will not sell personal information to any third party. The learner has the right to access their personal information, subject to certain exceptions provided for in the Privacy Act. If the learner requires access to their personal information, please contact us on info@mets.edu.au
29. For security reasons, they may be required to put their request in writing and will be required to provide proof of their identity.
30. Please be assured that:
- a. You may request to see your file and personal information at any time.
 - b. Electronic records are recorded confidentially, and password protected.
 - c. Only non-confidential samples of evidence will be maintained on file.
 - d. ASQA (Australian Skills Quality Authority) are involved in the registration of RTO's and they may require access to your records for the purpose of evaluating METS Training Services and can contact you to request feedback.
 - e. Enrolment details and records of your achievements will be retained by METS Training Services for thirty years.
31. At METS Training Services we are committed to protecting an individual's rights to privacy. This policy sets out the way we handle personal information that includes its use and disclosure, as well as the rights of learners to access their personal information. This information is in accordance with the Privacy Act 1988 and the Standards for Registered Training Organisations 2015.
32. This policy and procedure apply to all information collected from learners, customers and service providers of METS Training Services. This policy only applies to METS Training Services databases and learner files and does not cover any State, Territory or Commonwealth Government database or file.

Use and Disclosure

33. METS Training Services is required to collect personal information from learners in order to process enrolments and obtain the required information in order to provide suitable and customised training and assessment services.

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34. METS Training Services takes all reasonable steps to protect personal information from misuse, loss, unauthorised access, modification or disclosure including restricted access to electronic files, secure storage of paper files and secure back up of data.
35. METS Training Services will not reveal, disclose, sell, distribute, rent, license, share or pass on personal information to a third party, other than those that we have a binding agreement with, for training purposes only, ensuring that the third party affords the personal information similar levels of protection as we do.
36. In order to provide learners with training and assessment services, METS Training Services are required to disclose personal information for the purposes of AVETMISS reporting and claiming public funds for the delivery of training and assessment services under contracts such as Smart & Skilled.
37. We will only disclose personal information to a third party where one or more of the following apply:
 - a. you have given consent (verbal or written)
 - b. it is authorised or required by law, or necessary for enforcement of law
 - c. it will protect the rights, property or personal safety of another person; or
 - d. the assets and operations of the RTO business are transferred. Learners can access their personal information by requesting so in writing, except when government legislation requires or authorises the refusal of access.

Resolving privacy concerns

38. A learner can make a complaint directly to METS Training Services about a breach of privacy by following METS Training Services Grievance Policy & Procedure available on our website via this link: [Making a complaint](#)
39. Learners can also make a complaint directly to the NSW Privacy Commissioner or to ASQA however, METS Training Services have a complaints procedure as mentioned above and would recommend that learners to speak with us first to try and resolve the complaint locally.