



FEES, CHARGES AND REFUNDS POLICY

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Other Legislation	Competition and Consumer Act 2010 (Cth), Schedule 2 (Australian Consumer Law) NVR Act 2011 A New Tax System (Goods and Services Tax) Act 1999 (Cth) ACCC and ASIC Debt Collection Guideline
Issued by	The CEO



FEES, CHARGES AND REFUNDS POLICY

1. Purpose

This policy sets out how National Institute of Vocational Studies Pty Ltd, trading as Building Institute NSW, sets, discloses, collects and refunds fees and charges. It is designed to make sure:

- students know the full cost of their training, how and when to pay, and the refund rules, before they enrol or pay anything
- fees are fair, transparent and applied consistently to all students and all training pathways
- students are only charged for services that have been provided or made available to them
- prepaid fees are protected in line with section 18 of the Compliance Standards
- refund decisions are fair, timely, explained in writing and consistent with the Australian Consumer Law (ACL)
- students experiencing hardship are supported to continue their training where possible.

2. Scope

This policy applies to:

- all prospective and current students
- employers and other people or organisations who may pay fees on a student's behalf
- All governing persons, staff, contractors, external service providers and any person or organisation engaged with Building Institute NSW when collecting, recording fee and refunding transactions

3. Definitions

Term	Meaning
Access granted	For online delivery, when login details and a unit's learning materials or assessment tasks have been released to the student, whether or not the student has used them.
Additional fees	Charges for optional or student-requested services listed in the Schedule of Additional Fees, such as certificate re-issue, transfers and assessment attempts beyond the third attempt.
Application fee	The fee for application services.
Application services	Pre-enrolment administration, including RPL interview and assessor suitability review, document verification and communication of the application outcome.

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Term	Meaning
Assessment services	Activities that allow a student to demonstrate competence and receive an outcome: access to assessment tools and instructions, opportunities to submit evidence, assessment attempts including permitted resubmissions, assessor judgement and feedback, and recording of results. Train and Assess Assessment services make up 30% of each unit's price.
Commencement (course)	The course start date shown in the student's Confirmation of Enrolment.
Commencement (RPL)	The assessment commencement date shown in the student's Confirmation of Enrolment. The preliminary suitability review is part of application services and is not commencement.
Deposit	A tuition deposit or RPL assessment deposit that secures the student's place and is credited against tuition or RPL fees. It is not an additional fee and does not exceed \$1,500.
Prepaid fees	Fees paid by or on behalf of a student before the services they relate to have been provided.
Pro-rata refund	A refund in proportion to the services not yet provided, calculated using the unit pricing in the Statement of Fees.
Provided	A service is provided once it has been delivered or made available to the student, as described in section 8.
Resource and material fees	Charges for essential learning resources, personal protective equipment (PPE), consumables and materials that become the student's property once issued.
RPL services	Assessment-only services, covering collection and evaluation of evidence, competency conversations or challenge tasks, observation or practical demonstration where required, assessor judgement, recording of outcomes and feedback.
Special circumstances	Events outside the student's control, such as serious illness or injury, bereavement, redundancy, family or domestic violence, or natural disaster.
Statement of Fees	A document given to a prospective student before enrolment that sets out the total course cost, the price of each unit, the payment schedule and any non-refundable amounts.
Training and assessment services	All services Building Institute NSW provides to help a student progress through a training program, including induction, tuition, student support, assessment and feedback, and associated administration.

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Term	Meaning
Tuition fees	The total amount payable for training and assessment services for each unit, made up of tuition services (70%) and assessment services (30%).
Training services	Structured learning activities and resources that help students build knowledge and skills, such as face-to-face sessions, online modules, self-directed learning, mentoring and trainer support. Tuition services make up 70% of each unit's price.

4. Policy Principles

Principle	What it means in practice
Transparency	All fees, charges, payment terms and refund conditions are set out in the Statement of Fees and this policy, and confirmed in writing before enrolment.
Fairness	Students pay only for services provided or made available. Refund decisions are reasonable, explained in writing, and take into account Building Institute NSW's obligations and any hardship a student is experiencing.
Compliance	Building Institute NSW meets the Standards for RTOs 2025, in particular Outcome Standard 2.1 (information about fees, charges, payment terms and refunds before enrolment), section 9 of the Compliance Standards (certification once agreed fees are paid) and section 18 (prepaid fee protection).
Consistency	The same rules apply to every student in the same circumstances, regardless of delivery mode or who is paying.
Sustainability	Refund practices are applied consistently so that Building Institute NSW remains financially viable and able to keep delivering quality training. This principle never overrides a student's rights.

5. Student Rights

Building Institute NSW's services come with automatic guarantees to protect students' rights and interests

Students are entitled to services that are:

- provided with due care and skill
- fit for the purpose of the training as described
- delivered within a reasonable or agreed time.



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If Building Institute NSW fails to start a scheduled course, ends a course early, or delivers training that is materially different from what was described or agreed, the student is entitled to a remedy. Depending on how serious the failure is, this may include having the problem fixed at no cost, a full refund, a refund for services not received, or compensation.

These rights apply in addition to the refund conditions in this policy. Nothing in this policy, the Statement of Fees or any enrolment agreement limits them.

6. Fee Structure

The total cost of a course is made up of the components below. The amount of each component, and the price of each unit, is shown in the student's Statement of Fees.

Fee component	What it covers
Application fee	Application services, as defined in section 3. Non-refundable except as set out in section 9.5.
Tuition fees (training and assessment services)	The total amount payable for training and assessment services for each unit. For refund purposes, the price of each unit is made up of: - tuition services (70%): structured learning activities and resources - assessment services (30%): assessment tools, evidence submission, up to three attempts, assessor judgement, feedback and recording of results
RPL services	Assessment-only services where no tuition is provided. The full RPL fee relates to the assessment process.
Tuition deposit or RPL assessment deposit	A deposit that secures the student's place and is credited against tuition or RPL fees. It is not an additional fee and is always within the \$1,500 prepaid fee limit.
Resource and material fees	Essential learning resources, PPE, consumables and materials that become the student's property once issued. These are itemised in the Statement of Fees, and students may supply their own compliant equipment where the Statement of Fees allows.
Additional fees	Optional or student-requested services listed in the Schedule of Additional Fees (section 13).

The allocation of 70% to tuition and 30% to assessment reasonably reflects the proportion of Building Institute NSW's costs attributable to each service. It provides a consistent and fair basis for calculating refunds where a student withdraws part-way through a unit, taking into account services delivered, costs reasonably incurred and the student's applicable refund rights.



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Fees for a student's current enrolment will not be increased after the Statement of Fees has been issued. Any change to published fees applies only to new enrolments.

7. Fee Disclosure, Payment and Prepaid Fee Protection

7.1 Disclosure before enrolment

The Statement of Fees forms part of the pre-disclosure information and is given to the prospective student before they enrol or pay any fee. It sets out:

- the total course cost
- the payment schedule, showing instalment amounts and due dates
- accepted payment methods
- any non-refundable amounts and when they are non-refundable
- any government subsidy, concession or co-contribution, and how enrolment may affect the student's future eligibility and the student's obligations
- any equipment, materials or other costs the student must meet themselves
- the refund conditions, or a link to this policy.

7.2 When fees are invoiced and paid

Fees are invoiced and collected in line with the pre-enrolment and enrolment flowcharts:

Pathway	Invoicing and payment
Train and Assess	The invoice and payment plan are sent with the Confirmation of Enrolment. The applicant signs and returns the Confirmation of Enrolment and the Payment Plan Agreement if applicable and the initial payment is confirmed and receipted. Access to training is given after enrolment is finalised and induction is completed.
RPL	The application fee is paid when the Application to Enrol Form, RPL application and portfolio of evidence are submitted. After the applicant accepts the Confirmation of Enrolment, an invoice for no more than \$1,500 in tuition is issued and the initial payment is confirmed and receipted before formal assessment begins.

The student, or the person paying, confirms in writing in the Confirmation of Enrolment that they have received and understood the Statement of Fees before any tuition payment is accepted.

7.3 Prepaid fee protection

Section 18 of the Compliance Standards requires an RTO that receives prepaid fees of more than \$1,500 from or on behalf of a student for the same course to have a fee protection arrangement in place. This can be an unconditional bank guarantee from a bank



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operating in Australia, current membership of a tuition assurance scheme, or another measure approved by the National VET Regulator.

Unless Building Institute NSW has such an arrangement, it structures every payment schedule so that at no time does it hold more than \$1,500 in prepaid fees from or on behalf of a student for services not yet provided in the same course. This means:

- the deposit and any upfront payment never exceed \$1,500
- further instalments fall due only as services are provided, so the amount held in advance is reduced before the next instalment is collected
- a student may pay ahead of the schedule only if the total prepaid amount held stays at or below \$1,500
- the Student Enrolment Officer checks prepaid balances each month and reports any amount above the limit to the CEO, who arranges a refund or adjusts the schedule straight away.

7.4 Payment methods

Payments can be made by bank transfer. A receipt is issued for every payment.

7.5 Employers and other payers

Where an employer or another person pays the fees, the Statement of Fees and invoices are issued to the payer and the same prepaid fee limit applies. Refunds are paid to the payer. The student is told who is paying and what happens if the payer stops paying or the student leaves that employment.

8. When Services Are Considered Provided

Refunds are calculated on the services that have been provided or made available. A service is considered provided when:

Delivery mode	Service is provided when
Face-to-face	the session has been conducted or was reasonably made available to the student, whether or not the student attended
Online (self-paced)	access has been granted, meaning login details and the unit's learning materials or assessment tasks have been released to the student, whether or not the student has used them
Blended	either the online content for the unit has been released or the relevant face-to-face session has been conducted
RPL	RPL services have commenced, as defined in section 3

To make sure students are only charged for what they receive:



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- online units are released progressively, rather than all at once
- the dates on which each unit's tuition and assessment services were made available are recorded in the Learning Management System.

9. Refund Conditions

9.1 If Building Institute NSW cancels or cannot deliver

- If Building Institute NSW cancels a course before it starts and the student does not accept an alternative start date or course, the student receives a full refund of all fees paid, except the application fee where application services have already been provided. This does not limit any greater refund or remedy required by ACL
- If Building Institute NSW stops delivering a course after it has started, the student may choose either a refund of fees paid for services not provided, or a place in an equivalent course at no extra cost. A Statement of Attainment is issued for any units completed.
- If Building Institute NSW moves a course start date by more than 30 days and the student cannot attend the new date, the student may withdraw with a full refund of tuition fees paid.
- If Building Institute NSW has otherwise failed to meet a consumer guarantee, the student is entitled to a remedy under the ACL, as described in section 5.

9.2 Student withdrawal: Train and Assess

When the student withdraws	Refund
7 or more calendar days before the course start date	Full refund of tuition fees paid, less non-refundable fees (section 9.5)
Fewer than 7 calendar days before the course start date	Refund of tuition fees paid, less non-refundable fees (section 9.5), which cover the reasonable costs Building Institute NSW has already incurred in processing the application and securing resources
After the course has started	Pro-rata refund of fees paid for services not yet provided, calculated on the unit pricing in the Statement of Fees and the 70% and 30% split described in section 6

Example. A course has 10 units, each priced at \$500 (\$350 for tuition services and \$150 for assessment services). The student has paid \$2,000. They have completed units 1 and 2 (\$1,000), have been given the learning materials but not the assessment tasks for unit 3 (\$350), and have not started units 4 to 10. Services provided total \$1,350, so the refund is \$2,000 less \$1,350, which is \$650.

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9.3 Student withdrawal: RPL

When the student withdraws	Refund
3 or more calendar days before RPL services commence	Full refund of RPL fees paid, less non-refundable fees
Fewer than 3 calendar days before RPL services commence	Refund of RPL fees paid, less a cancellation fee of 50% of the RPL assessment deposit to cover the reasonable cost of securing assessor resources
After RPL services have commenced	No refund of the RPL assessment deposit. Any RPL fees paid above the deposit for assessment work not yet started are refunded

9.4 Special circumstances and hardship

A student who withdraws or cannot continue because of serious illness or injury, bereavement, redundancy, family or domestic violence, natural disaster or similar hardship may apply for:

- a pro-rata refund, even if they would not otherwise be eligible
- a deferral of up to 3 months at no charge, with their fees held as a credit
- a change to their payment plan or training timeline.

Supporting evidence may be required, such as a medical certificate or a letter from an employer. Building Institute NSW will accept other reasonable evidence where formal documents are not available, and will treat all information sensitively and confidentially. Detailed evidence of family or domestic violence is not required.

9.5 Non-refundable fees

The following are non-refundable once the service has been provided or the item issued:

- the application fee
- resource and material fees, PPE and consumables that have been issued to the student
- additional fees for services already provided and a cost has been incurred by Building Institute NSW for this service.

Non-refundable fees are refunded where a refund is required because Building Institute NSW failed to meet a consumer guarantee.

9.7 Overpayments and transfers

- Any amount paid in error or above the amount owing is refunded in full within 7 business days of Building Institute NSW becoming aware of it.



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- A student who transfers to another Building Institute NSW course has fees paid for services not provided credited to the new course, less any transfer fee.
- A student who transfers to another RTO is treated as withdrawing, and Building Institute NSW provides a Statement of Attainment and records to support credit transfer.

10. Refund Process

1. The student, or the person who paid, applies in writing using the Refund Request Form, by email or in person. Staff will help anyone who needs assistance to apply.
2. Applications should be made within 14 calendar days of withdrawal, or within 30 calendar days of a hardship event. Late applications are considered where there is a reasonable explanation, and ACL rights are not subject to these timeframes.
3. The Student Enrolment Officer acknowledges the application within 2 business days and records it.
4. The CEO calculates and approves any eligible refunds. A refund request that falls outside this policy can only be approved by the Director.
5. The applicant receives a written decision within 14 business days of the application. The decision shows the calculation used, the reasons for any amount withheld, and how to appeal.
6. Approved refunds are paid within 7 business days of the decision.
7. Refunds are paid to the original payer using the original payment method, unless the law requires otherwise or the payer agrees in writing to a different method.

Step	Timeframe
Apply for a refund	Within 14 calendar days of withdrawal (30 days for hardship)
Acknowledgement	Within 2 business days
Written decision with calculation and reasons	Within 14 business days
Payment of an approved refund	Within 7 business days of the decision
Appeal a refund decision	Within 10 business days of the decision

11. Unpaid Fees

If a payment is overdue, Building Institute NSW will contact the student (and the payer, if different) to discuss the reason and agree a way forward, which may include a revised payment plan. Building Institute NSW follows the ACCC and ASIC Debt Collection



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Guideline. It will not harass or pressure students, will contact them only at reasonable times, and will give accurate information about the amount owing.

If fees remain overdue after reasonable attempts to resolve the matter, and the student has received services that have not been paid for, the following steps may be taken in order, with written notice before each step:

1. A written reminder is sent, and a late payment fee applies if the account is more than 14 days overdue.
2. Access to further training and assessment is suspended until the account is brought up to date or a new payment plan is agreed.
3. If all the training-product requirements have been met, the issue of AQF certification documentation is held until all agreed fees are paid, as permitted by section 9 of the Compliance Standards.
4. As a last resort, the debt is referred for recovery.

Students can appeal any of these decisions under the Appeals Policy, and no further recovery action is taken while an appeal is being considered.

12. Appeals

A student or payer who disagrees with a fee or refund decision may appeal under the Appeals Policy. Appeals should be lodged within 10 business days of being told about the decision. Lodging an appeal is free.

13. Schedule of Additional Fees

Fee type	Amount
Certificate or Statement of Attainment re-issue	\$100
Assessment attempt beyond the third attempt (per unit)	\$150
Late payment (per overdue instalment, after a written reminder)	\$25
Course transfer (at the student's request)	\$100

The first three assessment attempts for each unit are included in the tuition fee. Additional fees are charged only for services the student asks for or receives, reflect Building Institute NSW's reasonable costs, and are reviewed each year and published before they take effect.

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14. Roles and Responsibilities

Role	Responsibilities
Director	Approves the annual budget and any financial commitment above the threshold as outlined in the Governance and Management of RTO Policy. Receives the CEO's quarterly report on fees, refunds and prepaid fee balances.
Chief Executive Officer (CEO)	Approves fees, this policy and refund decisions. Makes sure Building Institute NSW meets the prepaid fee protection requirements and has adequate financial controls. Reviews refund calculations for accuracy and consistency, decides hardship applications, and reports trends to the Director and the Advisory Committee.
Student Enrolment Officer	Issues Statements of Fees, invoices and receipts. Manages payment schedules within the \$1,500 limit and checks prepaid balances each month. Receives and records refund requests and reports them to the CEO's approval. Keeps accurate records.
Trainers and Assessors	Refer students with their consent, who may be experiencing hardship to the CEO.
External Accountant	Records fee and refund transactions and keeps financial records in line with the Financial Management Policy.

15. Legislative and Regulatory Framework

- Competition and Consumer Act 2010 (Cth), Schedule 2: Australian Consumer Law (consumer guarantees, unfair contract terms, unsolicited consumer agreements and price representations)
- Outcome Standards for NVR Registered Training Organisations 2025, Standard 2.1
- Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements 2025, sections 9 and 18
- National Vocational Education and Training Regulator Act 2011 (Cth)
- ACCC and ASIC Debt Collection Guideline
- A New Tax System (Goods and Services Tax) Act 1999 (Cth)

16. Monitoring and Review

The CEO monitors compliance with this policy through reviews of refund decisions, hardship applications, prepaid fee balances and fee-related complaints in line with the governance review cycle, to check that this policy is applied consistently and fairly and reports to the Director and Advisory Committee through quarterly reports and summaries



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This policy is reviewed at least once a year, and sooner if there is a change to the Standards for RTOs, the ACL, funding requirements or Building Institute NSW's fee structure.

17. Related Documents

- Confirmation of Enrolment
- Refund Request Form
- Consumer Protection Policy
- Complaints Policy
- Appeals Policy
- Access and Equity Policy
- Governance and Management of RTO Policy
- Financial Management Policy
- Records Management Policy

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Frequently Asked Questions

What if I change my mind after enrolling?

If you withdraw before your course starts, you will receive a refund less any non-refundable fees. After you start, refunds are calculated pro-rata on the services you have received.

What if Building Institute NSW cancels or changes my course?

You will be told in writing as early as possible and offered options, including rescheduling, transfer to a comparable course, or a refund for services not provided. If Building Institute NSW cancels before you start, you get a full refund, less the application fee.

Do I get my money back if I am assessed as Not Yet Competent?

No. Fees are for the training and assessment services provided, not for guaranteed results. Three assessment attempts per unit are included in your fees, with feedback and support at each attempt. Further attempts may attract a fee.

Can I pay in installments?

Yes. Your payment plan is set out in your Statement of Fees and Payment Plan Agreement. Building Institute NSW will never hold more than \$1,500 of your money for services not yet provided, unless it has an approved fee protection arrangement in place.

What happens if I fall behind in my payments?

We will contact you to work out a solution. A late payment fee may apply. If payments remain overdue, your training may be paused and your certificate held until the account is up to date. Please talk to us early if you are experiencing hardship.

Am I charged for units I have not started?

No. You are only charged for services that have been provided or made available to you.

What if I withdraw part-way through a unit?

Each unit's price is split 70% for tuition services and 30% for assessment services. You are charged for the part that has been made available to you. See the worked example in section 9.2.

How does online delivery affect refunds?

An online unit is treated as provided once you have been given access to its materials, whether or not you have used them.

Can I defer instead of withdrawing?

Yes. Your fees are held as a credit for when you return.



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How long does a refund take?

You will receive a written decision within 14 business days of applying. Approved refunds are paid within 7 business days after that.

Who gets the refund?

The person or organisation that made the payment, using the original payment method, unless the law requires otherwise or the payer agrees in writing to another method.

What if I think my refund was handled unfairly?

You can lodge a free appeal under the Appeals Policy within 10 business days.