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## Policy: Fees, Charges and Refunds – Funded and Fee for Service

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### Overview

Builders Academy Australia (BAA) charges a tuition fee (where applicable) or a services fee (where applicable) for all courses. A materials fee (also known as an incidentals fee) may also be charged where resources are required or available to be purchased from BAA in order to undertake the course.

This Policy may change from time to time and the most current policy can be located on our website [www.buildersacademy.com.au](http://www.buildersacademy.com.au) on the following pages:

- ‘Fees’
- ‘Fees’ page for each State
- ‘Key Links and Documents’

A list of all indicative Fees by State / Territory is available on our website [www.buildersacademy.com.au](http://www.buildersacademy.com.au) on the ‘Fees’ page for each State. This fee information is kept up to date and students are informed that ‘tuition fees as published are subject to change given individual circumstances at enrolment’.

This Policy covers all training courses offered by BAA and the General Manager Quality and Compliance reviews fees and charges on a regular basis for accuracy and integrity. All tuition fee information is maintained in the Student Management System (SMS) – VETtrak. Fees and charges are calculated and levied to Students as per the current guidelines set out in the Skills First Funding Contract and any Funding Contract Notifications.

BAA will confirm in writing all fees and charges that a student will be charged before commencement of their training. Concession Fees are applied when appropriate.

BAA will provide the following fee information, to each Student:

- a) the code, title, and currency of the program
- b) the total cost to them for their program
- c) the approximate value of the government contribution expressed in dollars; and
- d) any other applicable fees, such as student services, amenities, goods, or materials

This Policy is divided into the following sections:

- Fees and Charges
- Refunds

## Fees and Charges

### Tuition Fees

The tuition fee is the base cost of a course and does not include the costs of additional material and incidental fees and costs. Tuition fees vary by course and by State.

Tuition fees will also vary if students are eligible for recognition of existing skills via a Recognition of Prior Learning (RPL) process or are eligible to be granted Credit Transfer for some units.

A list of all indicative tuition fees (including mandated government fees) by State / Territory is available on our website [www.buildersacademy.com.au](http://www.buildersacademy.com.au) on the 'Fees' page for each state.

BAA will confirm in writing before enrolment, the total fees that a student will be charged for their course and the fees due prior to confirmation of their enrolment (no more than \$1500 is requested in advance). Where tuition fees are payable yearly, these fees are due on or before the anniversary of a student's course commencement date.

Tuition fees may be paid by the student, Employer or other third party.

### Government Subsidies

For eligible students, the cost of tuition fees may also be partly or fully covered by a State or Territory Funding subsidy. Each Funding Contract has its own specific eligibility requirements. At the time of evaluating an enrolment application, BAA will evaluate whether a student is also eligible for funding or not.

### Contribution Fees

Where a course is partially subsidised by Government Funding, a contribution fee representing the remaining cost of the tuition fees is required to be paid directly to BAA.

This amount may be paid by the student, Employer or other third party.

For courses that are partially subsidised by Government Funding, a concession amount may be charged to eligible students. In some States, students may also be exempt from paying a mandated tuition fee.

To be eligible for a concession or exemption, students will need to demonstrate evidence in line with the relevant funding body's requirements.

Examples of evidence include, but is not limited to, a health care card that will be current at time of commencement, or other evidence of financial hardship (not available in all states).

BAA can provide further advice to individuals at the time of evaluating their enrolment. We will confirm in writing the fees that a student will be charged before enrolment.

- *Some funding bodies mandate the co-contribution fee and the amount. Under some funding arrangements, it is a flat fee whilst under others it is determined by the total number of nominal hours your course is expected to take.*
- *A mandated contribution fee will also vary if a student is eligible for RPL or credit transfers.*

As per clause 1.1 of the *Guidelines about Fees*, BAA is not required to charge a minimum or maximum tuition fee for Skills First subsidised training. BAA publishes indicative tuition fee charges on its website. BAA will grant any applicable Fee Waiver in accordance with Section 2 and any applicable Fee Concession in accordance with Section 3 of the *Guidelines*.

### Recognition of Prior Learning (RPL)

Fees are charged for those students wishing to undertake an RPL application. These are either charged on a full qualification or per unit assessment basis.

## Fee Waivers for Skills First Funded Students

BAA will grant applicable Fee Waivers in accordance with Section 2 of the *Guidelines about Fees*.

BAA in accordance with the Victorian VET Student Statistical Collection Guidelines or as otherwise instructed by the Department will offer eligible Skills First Funded Students Tuition Fee Waivers. BAA will report all Fee Waivers it grants in accordance with the Victorian VET Student Statistical Collection Guidelines, or as otherwise instructed by the Department.

BAA will sight and retain copies of any evidence (where required) of a student’s entitlement to the Fee Waiver prior to the commencement of training. The following Fee Waivers will apply:

Fee Waiver Description	Fee Waiver Applicable	BAA to Sight	BAA to Retain
<b>Judy Lazarus Transition Centre</b>	The student is from the Judy Lazarus Transition Centre (as a prisoner within the meaning of the <i>Corrections Act 1986</i> ).	Written confirmation from the management of the Judy Lazarus Transition Centre.	A copy of the written confirmation from the management of the Judy Lazarus Transition Centre.
<b>Young people on community based orders</b>	The student is required to do training under a community based order made under the <i>Children, Youth and Families Act 2005 (the CYF Act)</i> .	Written confirmation from the relevant Youth Justice Unit of the Victorian Department of Justice and Community Safety that the student is required to do training under a community based order made under the <i>Children, Youth and Families Act 2005 (the CYF Act)</i> .	A copy of the written confirmation from the relevant Youth Justice Unit of the Victorian Department of Justice and Community Safety.
<b>Skills First Aboriginal Access fee waiver</b>	The student self-identifies as being of Aboriginal or Torres Strait Islander descent (and is reported as such through the ‘Indigenous Status Identifier’ field of the Student Statistical Report) and is enrolling in a program at any level.	N/A	A copy of the enrolment form on which the student self-identified as indigenous.

## Fee Concessions for Skills First Funded Students

BAA will grant applicable Fee Concessions in accordance with Section 3 of the *Guidelines about Fees*.

BAA in accordance with the Victorian VET Student Statistical Collection Guidelines or as otherwise instructed by the Department will offer eligible Skills First Funded students Fee Concessions. BAA will report all Fee Concessions it grants in accordance with the Victorian VET Student Statistical Collection Guidelines, or as otherwise instructed by the Department.

Students eligible for concession under Skills First Funding will pay the relevant category concession fee or rate, being 20% of BAA’s published standard tuition fee. BAA checks a student’s entitlement for a Fee Concession as part of enrolment and prior to the commencement of training.

**Fee Concession Entitlements**

Concession fees will be made available to students at the Certificate IV Level and below prior to the commencement of training, holds a current and valid:

- a) Health Care Card issued by the Commonwealth;
- b) Pensioner Concession Card; or
- c) Veteran’s Gold Card.

A dependant spouse or dependant child of a card holder is also entitled to the Fee Concession.

If the student is a dependent spouse of dependant child of the concession card holder and the concession is verified for the primary card holder, also make a note on the student’s file describing the student’s relationship to the card holder.

<b>BAA to Sight</b>	<b>BAA to Retain</b>
the original card, or correspondence from the card issuer confirming a concession is granted to the individual and they may commence claiming their entitlement.	Written declaration stating we’ve sighted the evidence showing the: <ul style="list-style-type: none"> <li>• name of the authorised delegate who sighted the evidence</li> <li>• date the evidence was sighted</li> <li>• concession holder’s name</li> <li>• card type.</li> </ul>
<b>OR</b>	
the concession card displayed on a Digital Wallet through a Centrelink Express Plus mobile application on the cardholder’s mobile device. The digital card may not be sighted via a screen shot of the card that is e-mailed or otherwise reproduced.	Written declaration stating we’ve sighted the evidence showing the: <ul style="list-style-type: none"> <li>• name of the authorised delegate who sighted the evidence</li> <li>• date the evidence was sighted</li> <li>• concession holder’s name</li> <li>• card type.</li> </ul>
<b>OR</b>	
the equivalent record of a concession card as extracted from Centrelink Confirmation eServices by the Training Provider.	an extract from Centrelink Confirmation eServices showing the card type and the date the extract was made.
<b>OR</b>	

<ul style="list-style-type: none"> <li>confirmation from a Gateway Service Provider<sup>1</sup> that it has connected to the Commonwealth Government’s Document Verification Service (the DVS)<sup>2</sup> and verified that an individual’s name and concession card number match a current and valid record of concession entitlement in the DVS; and</li> <li>information from the student about the type of concession card they hold, to confirm it is a type accepted by the Department.</li> </ul>	<ul style="list-style-type: none"> <li>a transaction record generated by securely logging in to the administrative platform provided by the Gateway Service Provider, that shows: <ul style="list-style-type: none"> <li>the concession holder’s name; and</li> <li>that their name and concession card number were verified to match a current and valid concession entitlement in the DVS; and</li> </ul> </li> <li>a record of the type of concession card the student holds, attached to the student’s file.</li> </ul> <p>If the student is a dependant spouse or dependant child of the concession card holder and the concession is verified for the primary card holder, we must also make a note on the student’s file describing the student’s relationship to the card holder.</p>
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Also refer to the Grace Period information provided below for information on approving fee concession within a grace period after enrolment.

### Protecting student privacy

The customer reference number (CRN) on Commonwealth-issued concessions is a particularly sensitive form of personal information. A CRN can’t be changed if it is subject to a security breach, unlike other forms of identity evidence where a new card or document number can be issued.

To protect student privacy, BAA will not keep a copy of the CRN for the purpose of evidencing Skills First concession entitlement. Instead, BAA will sight it and retain a declaration as per clause 3.10-3.11 of the Skills First Program’s *Guidelines About Fees*.

If BAA has been provided with a document copy containing a CRN, the document will promptly be disposed of as per BAA’s Records Policy.

### Fee Concession Entitlements under particular Government Initiatives

BAA will apply Fee Concession whether or not a student holds one of the forms of Fee Concession entitlements as listed above:

Initiative Description	Fee Concession For	Eligibility	BAA to Sight and Retain
Asylum Seeker VET Program	An enrolment in a program at Certificate IV level and below.	<ul style="list-style-type: none"> <li>self-refer and are eligible to participate in the Asylum Seeker VET Program; or</li> <li>are referred to training by the Asylum Seeker Resource Centre or the Australian Red Cross.</li> </ul>	<ul style="list-style-type: none"> <li>N/A. The evidence the student is eligible to participate in the Asylum Seeker VET Program (as specified in the <i>Guidelines About Eligibility</i>) is the evidence of their entitlement to concession.</li> </ul>

### **Concession applies for the full program**

Once we've checked the student is entitled to a concession as part of enrolment, it applies to all tuition fees for the program. This applies even if:

- we don't charge all fees for the program in one instance (for example, you charge per year, semester or subject)
- the card will expire before training starts
- the card will expire before the program ends

### **Grace Period**

BAA collects concession evidence as part of enrolment in most instances, however we recognise that there may be circumstances where a student is unable to provide their concession details during enrolment and in such cases, we may approve concession within a grace period.

Where concession evidence is provided no more than 60 days after their Induction date (as per VETtrak), the Student Admissions and Engagement Coordinator can approve acceptance of the concession evidence within the grace period, and any other extenuating circumstance outside of the Grace Period.

If a student provides evidence after the commencement of training, it must have a start date on or before the date their training commenced.

We can receive this concession evidence via either of the following:

- physical concession card (sighted or Certified Copy)
- Express Plus Centrelink mobile app via its digital wallet

Invoicing will be adjusted to accommodate any reduction in fees that are applicable. Where the student has already paid tuition fees, the student will be eligible for a refund if the total tuition fees paid exceeds the total tuition fees due. Where a payment plan has been set up for the student, any adjustment required to future payments will be arranged.

The student's VETtrak record will be updated to reflect the student's concession status. Notes will be included on VETtrak confirming the late granting of concession. The concession start date or 'valid from' date and the concession end date or 'valid to' date must be recorded in the notes. If the student is a dependent of the card holder and not listed on the card, their relationship to the card holder must be included in the notes.

### **If a student becomes eligible for concession later**

#### If we don't charge all fees in one instance

If a student gets a new concession entitlement during their training, they can bring it to us, and we will give them the concession rate for any fees we haven't charged them yet. We advise students during the enrolment process about this opportunity to get a fee concession later.

#### If we do charge all fees in one instance

If a student who paid all their fees at the start of their program gets a new concession entitlement BAA do not apply concession for the student.

## Other Fees

### Services Fee

Services Fees are used to support a student's experience on campus or online through the provision of Support Classes, Events, Student Services and Resources. The services fee is only refundable if you cancel no less than two (2) business days prior to your course start date.

### RPL Application Fee.

There is a non-refundable application fee of \$175 for students applying for RPL.

### Materials Fee

Material fees cover specific resources that you will need in the course of your study, such as: textbooks, protective clothing, specific tools, and other items relevant to your course that you will purchase from us.

We charge a separate fee for these as you may be able to source these elsewhere, buy them second hand or may already own them. An example of an optional cost is where you request for us to provide printed copies of courseware that is made available to you online that you could print yourself.

Material fees do not apply to all courses – if it applies this will be specified to you before enrolling.

Any applicable material fees are listed with our tuition fees on our website [www.buildersacademy.com.au](http://www.buildersacademy.com.au) on the 'Fees' page for each state.

### Testamur Reissue Fee

The reissue of a certificate and record of result or statement of attainment will incur a charge of \$65.

### Reassessment Fee

If you do not pass a unit, you are entitled to a second attempt at no cost. If you are deemed not yet competent after a minimum of two attempts and wish to continue, BAA will charge you a unit re-enrollment fee to re-attempt the unit that you have not passed, this will be charged a fee for service rate.

## Payment Terms

### Government Subsidies

Where a student is eligible to have tuition fees partly or fully subsidised by government funding, this is paid directly to BAA by the relevant funding body upon set milestones. These milestones vary from funding body to funding body.

### Authority to Invoice

For students who are undertaking a traineeship or apprenticeship, an 'authority to invoice' form will be completed as part of the enrolment paperwork to identify who is responsible for payment.

### Fee for Service Payments

Fee for service students can negotiate a deposit and payment plan with BAA.

### Payment Terms

Prior to course commencement, confirmation of fees and payment terms will be provided in writing.

Where payment has not been made and the due date has passed by more than 30 days, BAA may elect to cease training until payments are recommenced. If payments are not recommenced, BAA may elect to formally withdraw the student.

## Payment Exemption Request

Students experiencing financial or personal hardship are eligible to seek a payment exemption for fees payable to BAA. Where the student has other grounds to request payment exemption they can also apply via this process.

Students may seek exemption from the following fees:

- Services Fee
- Skills First Concession Tuition Fee
- Skills First Non-Concession Tuition Fee
- Fee for Service Tuition Fee

If a student indicates they wish to apply for a payment exemption an Authorised Delegate will assist them in the completion of a request by filling in the Payment Exemption Request form. Grounds for the request are detailed on the form, the opportunity to supply supporting evidence is provided before the request is sent to either the Student Admissions & Engagement Coordinator or the National Sales & Operations Manager to assess and approve either a full or partial fee exemption. The outcome is recorded on the form. The form is filed, the student's fees adjusted on their enrolment paperwork and the student will be invoiced accordingly for any remaining fees.

## 'Withdrawal without Penalty' Date – Cooling Off Period

All enrolments have a cooling off period in which students will be refunded fees if they choose to withdraw their enrolment.

The cooling off period for Apprentices and Trainees is two (2) business days prior to their trainer workplace induction.

The cooling off period for non-apprentice/trainees is up to two (2) business days prior to their course commencement date.

*BAA may elect to extend the 'withdrawal without penalty date' or negotiate a longer period from commencement date at our discretion.*

## Refunds

Refund of fees is granted under specific circumstances where a student has withdrawn from a course.

All students have a "cooling off" period which refers to the period between enrolment and two business days prior to commencement of classes in which students will be refunded any fees if they choose to cancel their enrolment.

For those participants who enroll in the two (2) business days prior to the course commencement date will forfeit any refund should they choose not to go ahead with their training.



Fee Type	Refund Information
<b>Tuition Fee</b>	<ul style="list-style-type: none"> <li>➤ Full refund if withdrawal two business days prior to course commencement.</li> <li>➤ No refund if withdrawal after the two business days prior to course commencement.</li> </ul>
<b>Course Services Fees</b>	<ul style="list-style-type: none"> <li>➤ Full refund if withdrawal two business days prior to course commencement.</li> <li>➤ No refund if withdrawal after the two business days prior to course commencement.</li> </ul>

### Apprenticeships - Cancellation Requests

Apprentices have up to two (2) business days prior to their **trainer workplace induction** to withdraw without penalty and receive a full refund. Any apprentice who withdraws outside of the two (2) business days will forfeit any refund.

### Traineeships – Cancellation Requests

If a Trainee or Employer of a Trainee wishes to terminate their studies before the completion of the course, the party responsible for the fees (usually the Employer) must provide notice to BAA in writing (Cancellation Request).

The Trainee or Employer will simply email their Cancellation Request to the Student Support Team at [enquiries@buildersacademy.com.au](mailto:enquiries@buildersacademy.com.au)

A refund of the course fee will be issued where:

- the Cancellation Request is received within the Refund Period

### Payment of Fees

Employers will agree within the Trainee Enrolment Forms the agreed fees and how and when fees will be paid. These will be discussed and agreed to by the Employer and prior to the commencement of training.

Fees for Apprenticeships/ Traineeships include;

- Services Fees
- Tuition Fees

Tuition Fees are invoiced at two stages and are comprised of two parts;

- Co-Investment Contribution Fee
- Final Tuition Fee

### Co-Investment Contribution Fee

The Employer is liable for the Co-Investment Contribution Fee once training for the Apprentice/ Trainee has commenced.

### Final Tuition Fee

The Employer is liable for the Final Tuition Fee once the Apprentice/ Trainee has been in training for 60 days. The Employer will be invoiced the Final Tuition Fee as discussed and agreed by the Employer prior to the commencement of training.

### **Refunds and Fee Liability**

In the event of an apprenticeship/ traineeship being cancelled prior to commencement of training, a full refund will be given to Employers for any payments made.

If an Apprentice or Trainee who has started their apprenticeship/ traineeship withdraws from learning during their apprenticeship/ traineeship training, the Employer will still be liable for the initial co-investment contribution fee if the Cancellation Request is received after the commencement of training.

If an Apprentice or Trainee who has started their apprenticeship/ traineeship withdraws from learning during their apprenticeship/ traineeship training, the Employer will still be liable for the Final Tuition Fees if the Cancellation Request is received after the Refund Period.

### **Refund Period**

The Refund Period for the Services Fee and Co-Investment Contribution Fee is defined as two (2) calendar days' notice from the day that the students training is going to commence.

The Refund Period for the Final Tuition Fee is defined as two (2) calendar days' notice prior to the 60th day of training.

### **Outstanding Employer Debts**

Any Employer who has outstanding debts for Apprentice/Trainee fees will be asked to settle their debt prior to enrolling further Apprentices/Trainees

### **Course Postponement or Cancellation**

If BAA postpone a course that has been paid for to an alternative start date, the Apprentice or Trainee or Employer, will receive a refund for that course or be offered an opportunity to transfer to the next available course.

Please note that any fees paid for units granted under Recognition of Prior Learning (RPL), will not be refunded.

If BAA cancel your course after it has commenced if paid, the co-contribution fee will be refunded.

### **BAA Closure or no longer approved to offer Funded Training**

If BAA closes or is no longer approved to offer funded training, you will receive a full refund.

- It is important to note that students will not be refunded fees paid by government funding, their Employer or by a third party
- Where no co-contribution fee is paid, no refund is applicable

### **Overpayment of Tuition Fees Due to Concession**

Where a student's concession is approved within the grace period and applied to fees already paid at the full rate, if the tuition fees paid exceed the tuition fees due the student is eligible for a refund of fees to the amount overpaid.

## Refund of RPL Fees

Students who withdraw/cancel and have applied for RPL will not be refunded the \$175 application fee.

The Tuition Fees paid for RPL will not be refunded once the student has submitted their RPL application or if the student’s assessment of RPL is not successful.

## Employer and Third-Party Refunds

### Employer Refund

Where an Employer has an ‘Authority to Invoice’ in place with BAA, a refund policy specific to that Employer will be included.

It is important to note that where tuition fees are fully or partially paid by government funding the portion of monies paid by the Government will be refunded to the funding body.

### Third Party Refund

Where a third party has a Memorandum of Understanding (MOU) or an ‘Authority to Invoice’ in place with BAA, a refund policy specific to that third party will be included.

## Refund of Materials Fees

This policy only applies to resources purchased directly from BAA. For resources that are purchased from another vendor, their refund policy will apply.

Resource Issue Status	Refund Information
Resource not yet issued	Full refund
Resource issued	No refund

*Where a resource is faulty or damaged upon receipt, BAA will issue a replacement or a refund.*

## Timeframe and Payment of Refunds

A refund will generally be provided within 28 days from withdrawal. Please note that course fees are not transferable to another person (unless a Memorandum of Agreement or Service Level Agreement with an Employer or other third-party states otherwise).

Refunds will generally be paid via Electronic Funds Transfer (EFT), but a cheque may be requested.

For students, the outcome of the refund assessment will be provided by written notice to the refundee’s registered address or email (where the refund is not to be paid to a government body).

You will receive confirmation in writing of the total amount paid and the refund amount.

## Refund Appeals

Where the refundee does not agree with the refund outcome, they have the right to appeal the refund decision. BAA will be happy to review the decision made and to take into account any extenuating circumstances.

Any appeals related to refunds and fees will be dealt with in accordance with the BAA complaints and appeals policy. This policy does not remove the refundee’s right to take further action under the Australian Consumer

Protection Laws. BAA's complaints and appeals process do not circumscribe the student's right to pursue other legal remedies.

Our Grievances, Complaints and Appeal Policy is located on our website [www.buildersacademy.com.au](http://www.buildersacademy.com.au) on the 'Key Links and Documents' page.

## Payment Plans

Students may pay their enrolment fees via a payment plan. The date set for 1st payment must be met as agreed to and as stated in a Payment Plan Agreement. Where this payment is not made students may not be allowed to continue their training past this date. A Statement of Attainment would then be issued for the Units that were paid for as part of the deposit and successfully completed up to this time.

The date set for final payment must be met as agreed to and as stated in a Payment Plan Agreement. Where this payment is not made students may not be allowed to continue their training past this date at the discretion of management. A Statement of Attainment would then be issued for the units that were paid for through the deposit and other payments made where applicable and successfully completed up to this time.

## Fee Protection

BAA does not collect more than \$1,500 of student fees paid in advance. Where student fees are over the \$1,500 students will be required to pay via a DebitSuccess payment plan. This is to ensure that BAA does not receive more than \$1,500 from the student for services which are yet to be received.

## General Information

- All tuition fees and charges are payable in Australian dollars (AUD\$) and must be paid in full prior to a student attaining their Qualification or Statement of Attainment.
- All fees and charges must be paid in advance, by the date shown on the pre-training review and/or any outstanding invoices prior to any student attaining their Qualification or Statement of Attainment.
- Payments can be made by EFTPOS, Visa, mastercard or financial payment methods such as via Debit Success.
- If a third party is paying any or the whole amount of your tuition fees, an "Authority to Invoice" or similar documentation must be obtained by our student support staff prior to commencement date of your course. Builders Academy Australia accepts no responsibility for the delays or other factors associated in obtaining this documentation.
- Replacement qualification testamurs will be provided at a cost of \$65.
- Students are made aware of the following fee information by Builders Academy Australia:
  - The total amount of all fees including tuition fees, administration fees, services fees, materials fees and any other charges;
  - Payment terms, including the timing and amount of fees to be paid and any non-refundable fees;
  - The nature of the guarantee given by Builders Academy Australia to complete the training and /or assessment once the student has commenced study in their chosen qualification or course.
- Builders Academy Australia gives a guarantee that with the exception of unforeseen circumstances beyond its control, every effort will be made to deliver training and assessment services and meet desired qualification outcomes as agreed. Where cancellation has occurred prior to the commencement of a course due to organisational or external constraints that are no fault of the student all monies paid are to be fully refunded. Where cancellation has occurred after the commencement of a course due to organisational or external constraints that are no fault of the student all monies paid for the portion of study not yet completed are to be fully refunded.

