

# International Fee Refund Policy

## Section 1 - Purpose

(1) This Policy specifies how Macquarie University will manage refunds of tuition fees and other administrative fees for fee paying international students.

### Background

(2) Education institutions delivering courses to international fee paying students are required to comply with the [Education Services for Overseas Students Act 2000](#), the [National Code of Practice for Providers of Education and Training to Overseas Students 2018](#) (National Code) and to meet their obligations under the Tuition Protection Service framework.

(3) This Policy specifies the conditions and timing for managing tuition fee and non-tuition fee refunds to enable compliance with the relevant legislation.

### Scope

(4) This Policy applies to fees paid to Macquarie University by international fee paying students for tuition charges.

(5) This Policy does not cover:

- a. students enrolled in the Master of Research (MRes) Program and Higher Degree Research candidates who are covered by the refund policy of the Higher Degree Research Office (HDRO).
- b. students who are enrolled at Macquarie University and are receiving funding under the United States Direct Loan program where there are specific regulations that overrule the provisions of this Policy.
- c. students who participate in the inbound Study Abroad program and who pay fees to a third party provider or home institution, will be subject to the refund policy of that provider or institution.
- d. fees for Overseas Student Health Cover (OSHC) payable to the University's Health Insurance provider. The Insurance Provider has their own refund policy that applies to fees paid by a student, sponsor or by the University on behalf of the student.
- e. fees payable to any Third Party Providers who deliver courses offered to students as part of a Packaged Program.

## Section 2 - Policy

### Eligibility for Refund of Tuition Fees and Other Administrative Fees

#### Part A - Where a Commencing Student Withdraws from a Course

(6) The Commencement Fee is a deposit, charged to fee paying international students when they accept the offer of admission to the University.

(7) Where a commencing student withdraws from a course prior to, or during, their Commencing Study Period and

requests a refund of fees in writing, the University will deduct the following amounts:

<b>Withdrawal Date</b>	<b>Deduction Amount</b>
i. Prior to Commencement Date	20% of Commencement Fee
ii. On or after Commencement Date but on or before Census Date	50% of Commencement Fee
iii. After Census Date	100% of Commencement Fee

When the Commencing Study Period contains more than one (1) Study period, the Census date of the first Study Period will be considered as the Census date for the Commencing Study Period.

(8) Where a student was not charged a Commencement Fee, or was charged a partial Commencement Fee e.g. less than the Tuition Fee for the Commencing Study period, the Tuition Fee payable based on Standard Full-time Study Load for the Commencing study period will be considered the Commencement Fee for the purpose of this Policy and will be refunded in accordance with the conditions in Clause 7.

(9) Where a student is approved to reduce their study load due to compassionate or compelling circumstances (e.g. advice from a health professional) or academic grounds (e.g. units not available), the Tuition Fee payable based on the actual study load for the Commencing Study Period will be considered the Commencement Fee for the purpose of this Policy. Un-spent credits resulting from approval of a reduced study load will be considered the Tuition Fees for the subsequent Study Period.

(10) Where a student is offered a partial University scholarship in the form of a discount towards the Commencement Fee, the Tuition Fee payable excluding any scholarship amount for the Commencing study period will be considered the Commencement Fee for the purpose of this Policy and will be refunded in accordance with the conditions in Clause 7.

(11) Where a Commencing Student withdraws from a course and provides documentary evidence that the application for a visa has been refused, the University may provide a full refund of the Commencement Fee paid.

(12) For the purpose of the refund Policy, a student who withdraws from the [Global MBA](#) or the Non-Award [Global MBA](#) unit(s) will be subject to clause specified in the conditions in Clauses 25 and 26.

(13) Where a Commencing Student obtains permanent residency prior to Census Date, and completes a 'Notification of Residency Change of Status' form, with documentary evidence prior to census date, the student will be liable for the full fees applying to domestic students. The student may apply for a refund of the Commencement Fee paid and may be eligible for a partial refund in accordance with the conditions in Clause 7 point (i). Where the student obtains Permanent Residency Status after Census Date or advises the University after Census Date, the student will be classified as an international student for the remainder of that Study Period.

(14) Where a student has completed a course in a packaged program and did not meet the entry requirements of the subsequent University course, the student may be made an offer in an alternative course for which they do meet the entry requirements. Alternatively, a student may apply to withdraw and will be eligible for a partial refund as per the conditions in Clause 7 point (i).

(15) Where a student does not commence the course and has not previously notified the University of their intention to withdraw from the course, the student's offer will be withdrawn and the [Department of Home Affairs](#) will be notified by cancellation of the student's COE. The student will be requested to submit withdrawal and refund documentation and will be refunded in accordance with the conditions in Clause 7 point (i).

## Part B - Where a Continuing Student Withdraws from a Course

(16) Tuition fees for continuing students enrolling in subsequent study periods are due on or before the start of the Study Period.

(17) Where a Continuing Student withdraws from a course during a subsequent Study Period and requests a refund of fees in writing, the University will deduct the following amounts:

Withdrawal Date	Deduction Amount
i. Prior to the first day of Study Period	0%. Full refund of Tuition Fees Paid for the Study Period
ii. On or after the first day of Study Period but on or before Census Date	20% of Tuition Fees for the Study Period
iii. After Census Date	100% of Tuition Fees for the Study Period

(18) Where a Continuing Student is receiving a partial University scholarship in the form of a discount towards the Tuition Fees, the Tuition Fees payable excluding any scholarship amount for the Study Period based on Standard Full-Time Load will be considered the Tuition Fees for the purpose of this Policy unless the student was approved to reduce their study load for the Study Period.

(19) Where a Continuing Student is excluded from their course and has already paid tuition fees for the first Study Period of their exclusion, they will be eligible for a full refund as per the conditions in Clause 17 point (i).

(20) For the purpose of the refund Policy, an International Student who withdraws from a Study Abroad Program is considered a Continuing Student and will be eligible for a refund as per the conditions in Clause 17.

(21) For the purpose of the refund Policy, a student who withdraws from the [Global MBA](#) or the Non-Award [Global MBA](#) unit(s) will be subject to clause specified in the conditions in Clauses 25 and 26.

(22) Where a Continuing Student obtains permanent residency prior to Census Date and notifies the University in the prescribed manner, with documentary evidence prior to Census Date, the student will be liable for the full fees applying to domestic students. The student may apply for a refund of Tuition Fees paid and may be eligible for a refund in accordance with the conditions in Clause 17 point (i). Where the student obtains Permanent Residency Status after Census Date or advises the University after Census Date, the student will be classified as an International Student for the remainder of that Study Period.

(23) Where a Continuing Student withdraws from unit(s) after Census Date and is automatically assigned a "Withdrawn" status (on or prior to the Last Date to Withdraw from a Unit Without Academic Penalty) or a "Fail Withdrawn" status (after the Last Date to Withdraw from a Unit Without Academic Penalty) for the unit(s), the conditions in Clause 17 point (iii) will apply.

## Part C - Where a Student Withdraws from the Global Master of Business Administration Degree or Unit(s) or the Non-Award Global Master of Business Administration Unit(s)

(24) Tuition fees for degree and non-award students enrolling in [Global MBA](#) units(s) are due on or before the start of the Study Period.

(25) Where a commencing or continuing or non-award student withdraws from a course or units and requests a refund

of fees in writing, the University will deduct the following amounts:

Withdrawal Date	Deduction Amount
i. On or before Census Date and defers enrollment and payments to a subsequent Study Period	0% of Tuition Fees for the Study Period
ii. On or before Census Date and requests a refund of fees paid for one or more units	\$100.00 AUD
iii. After Census Date	100% of Tuition Fees for the Study Period

## Part D - Where an ELC Student Withdraws from an English Language Course

(26) Where an ELC Student withdraws from a course prior to, or during, their study at ELC and requests a refund of English Language Commencement fee in writing, the University will deduct the following amounts:

Withdrawal Date	Deduction Amount
i. Prior to Commencement Date:	20% of English Language Commencement Fee
ii. On or after commencement date and during the first Study Block of the English Language Commencing Study Period	50% of English Language commencement fee
iii. After the first Study Block of the English Language Commencing Study Period	100% of English Language Commencement Fee

(27) Where an ELC student is offered a University scholarship in the form of a discount towards the English Language Commencement Fee, the Tuition Fee payable excluding any scholarship amount for the English Language Commencing Study Period will be considered the English Language Commencement Fee for the purpose of this Policy and will be refunded in accordance with the conditions in Clause 26.

(28) Where an ELC Student withdraws from a course during their study at ELC and requests a refund of English Language Tuition Fees paid for English Language Subsequent Study Periods in writing, the University will deduct the following amounts:

Withdrawal Date	Deduction Amount
i. Prior to the first day of the Subsequent Study Period:	0%. Full refund of the English Language Tuition Fee for the Subsequent Study Period
ii. On or after the first day of the Subsequent Study Period	100% of the English Language Tuition fee for each Study Block of the Subsequent Study Period that has commenced

(29) Where an ELC student is excluded from their course during their study at ELC, the University will deduct the following amounts:

Exclusion Date	Deduction Amount
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Exclusion Date	Deduction Amount
i. Prior to the first day of the Subsequent Study Period	100% of the English Language Commencement Fee and 0% of the English Language Tuition Fee for the Subsequent Study Period
ii. On or after the first day of the Subsequent Study Period	100% of the English Language Tuition Fee for the Commencing Study Period and 100% of the English Language Tuition Fee for each Study Block of the Subsequent Study Period that has commenced

(30) Where a commencing student withdraws from an English Language Course and provides documentary evidence that the application for a visa has been refused, the University may provide a full refund of the English Language Commencement Fee paid.

(31) Where an ELC student withdraws or is excluded from an English Language Course, the student may apply for a refund of the Commencement Fee paid for the non-English Language Course in the Packaged Program and may be eligible for a partial refund in accordance with the conditions in Clause 7 point (i).

(32) Where an ELC student does not commence the English course, and has not previously notified the University of their intention to withdraw from the course, the student's offer will be withdrawn and the [Department of Home Affairs](#) will be notified by cancellation of the student's COE. The student will be requested to submit withdrawal and refund documentation and will be refunded in accordance with the conditions in Clause 26 point (i) for the English Language Commencement Fee paid. If the student accepted a Package Program, the student will be refunded in accordance with the conditions in Clause 7 point (i) for the Commencement Fee paid for the non-English Language Course.

(33) Where an ELC student is granted permission to defer their studies, the English Language Commencement Fee may be held for a period of one (1) calendar year from the date of written application. The student must notify the University in advance of the student's intended return date. The credit will remain in the student's account and will be allocated towards the English Language tuition fees for the new Commencing Study Period. If the student chooses not to resume their enrolment, the student will be requested to submit withdrawal and refund documentation and will be refunded in accordance with the conditions in Clause 26 point (i) for the English Language Commencement Fee paid. If the student accepted a Package Program, the student will be refunded in accordance with the conditions in Clause 7 point (i) for the Commencement Fee paid for the non-English Language Course.

## Part E - Where a Course Cannot be Delivered by the University

(34) After a Commencing Student has accepted an offer to the University, and in the event that the University is unable to deliver the course or English Language Course as offered, the Commencing Student may be made an offer by the University in a suitable alternative course for a cost no higher than the cost of the originally offered course.

(35) Alternatively, the Commencement Fee paid by the Student will be refunded in full within 14 days of the provider default provisions within Section 46D of the [Education Services for Overseas Students Act 2000](#) being reported.

(36) In the event that the course ceases to be provided by the University after it has started but before the student has completed, or the University is unable to provide the course in full as a result of a sanction imposed by a government regulator, the University will refund all unspent tuition fees, calculated as follows:

- a. refund amount = weekly tuition fee x weeks in default period; and
- b. default period = default day to the end of the period to which the payment relates.

## Part F - Eligibility for Refund of Other Administrative Fees and

# Overpaid Tuition Fee

## Enrolment Fee for English Language Course

(37) Where an ELC student withdraws from an English Language Course or defers their studies, the Enrolment Fee paid for the English Language Course originally accepted will NOT be refunded.

## Study Abroad Internship Placement Fee

(38) When a Study Abroad student is approved to withdraw the Internship Unit without penalty or when the internship placement is not secured, the University may provide a full refund of the Internship Placement Fee.

## Student Services and Amenities Fee (SSAF)

(39) Where a student withdraws from a course prior to the census date, the University may provide a full refund of the SSAF paid for the relevant study period.

## Overpaid Tuition Fee

(40) Where a student has completed the course or is enrolled in the last study period of the course, the University may provide a full refund of Overpaid Tuition Fee for the course.

# Part G - Special Circumstances

(41) Consideration may be given to a fee reversal and refund request regardless of the provisions established in this Policy, if a student withdraws from unit(s) or a course due to special circumstances.

(42) All applications for consideration of special circumstances must satisfy the [Guidelines for Applying for Remission/Refund/Reversal of Fees in Special Circumstances](#) (the Guidelines) and must be accompanied by independent documentary evidence.

(43) An International Student who withdraws from unit(s) after the census date and submits an application to withdraw from units without penalty due to special circumstances, and is successful in that application, will then be automatically assessed for reversal of tuition fees and notified of the outcome. Refer to the [Guidelines](#) for details regarding special circumstances and the required documentary evidence. More information is provided on the University [Withdrawing Without Penalty](#) webpage.

(44) An International Student who withdraws from a course due to special circumstances should refer to the Guidelines for details regarding special circumstances and the required documentary evidence and submit the following:

- a. [International Request for Fee Refund Form](#); or
- b. the [International Withdrawal and Release Request Form](#); and
- c. the independent supporting documentation.

## Where a Commencing Student Withdraws from a Course Due to COVID-19

(45) During the COVID-19 pandemic and until a date determined by the University, consideration may be given to a Commencing Student who is outside Australia and withdraws from a course due to Travel Restrictions in place at the time of withdrawal.

(46) Where an Offshore commencing student withdraws from a course prior to, or during, their Commencing Study Period and requests a refund of fees in writing, the University will deduct the following amounts:

Withdrawal Date	Deduction Amount
i. On or before Census Date	0%. Full Refund of Commencement Fee Paid
ii. After Census Date	100% of Commencement Fee

(47) Where an Offshore ELC Student withdraws from a course prior to, or during, their study at ELC and requests a refund of the English Language Commencement fee in writing, the University will deduct the following amounts:

Withdrawal Date	Deduction Amount
i. Prior to Commencement Date	0%. Full Refund of English Language Commencement Fee Paid
ii. On or after commencement date and during the first Study Block of the English Language Commencing Study Period	Tuition Fees of the First Block Attempted and Full Refund of the Unused English Language Commencement Fee Paid
iii. After the first Study Block of the English Language Commencing Study Period	100% of English Language Commencement Fee

(48) Where an Onshore (in Australia) student or student who is exempted from travel restrictions withdraws from a course or English Language Course prior to, or during, their Commencing Study Period the student may apply for a refund of the Commencement Fee or English Language Commencement Fee paid and may be eligible for a refund in accordance with the conditions in Clause 7 or 26.

## Part H - Refund Procedure

(49) Where a student is eligible for a refund of fees according to the provisions of this Policy, they should complete the [International Request for Fee Refund Form](#) and submit the form to the Macquarie International office. Include any other required documents such as the [International Withdrawal and Release Request Form](#). Requests for refunds should normally be made within four (4) weeks of an event which qualifies the student for a refund.

(50) Students who seek a refund or fee reversal under special circumstances should refer to the conditions in Clauses 41 to 48.

## Part I - Payment of Refunds

(51) Payment of refunds will be made within four (4) weeks of receiving the International Request for Fee Refund form and any other relevant documentation, except for cases under the conditions in Clauses 35 and 36, where the refund will be paid within 14 days.

(52) Payment will be made to an account in the student's name, in the student's country of permanent residence, except where:

- a. the student has a valid Australian visa beyond the conclusion of their program; or
- b. the refund amount is less than \$1,000 and the student has completed their program.

(53) Payment will be made by telegraphic transfer or electronic funds transfer (EFT) and will be made in Australian Dollars (AUD) or its foreign exchange equivalent.

(54) Students who have been released to transfer to another Australian Higher Education Institution and have provided the unconditional Offer Letter of the institution, including the appropriate bank account details, can have

their refund paid to that Institution.

(55) Where a student is receiving sponsorship or a scholarship and their tuition has been paid by that sponsor or scholarship body, the refund will be paid to that organisation upon receipt of their invoice.

(56) In specific circumstances where the refund must be made to a third party, the student must apply for special approval. A letter giving the reason and consent for payment to the third party, as well as evidence that proves the relationship of the third party and the student, must be attached to the [International Request for Fee Refund Form](#).

## **Part J - Appeals**

(57) If a student is not satisfied with the decision made on a refund / reversal of fees, they may submit a written appeal to the Deputy Vice-Chancellor (Academic) within twenty eight (28) days of the date of the refund decision. For an appeal to be considered, the appeal must address the University policy or procedure that was not correctly followed or provide additional documentary evidence that was not available at the time of the original request.

(58) The student will be informed of the result of the appeal within fourteen (14) days of the appeal being received by the Deputy Vice-Chancellor (Academic).

(59) This agreement, and the availability of complaints and appeals processes, does not remove the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

## **Part K - Students Ineligible for a Refund**

(60) Please see the definitions section of this Policy for the difference between a fee reversal and a fee refund.

(61) Where a student has funds in their account due to a fee reversal, they can only be used to pay tuition fees and other administrative charges. They are not available for refund.

(62) A student who has funds in their account and is not completing their studies in the current study period will not be eligible for a refund unless specified in one of the conditions of this Policy or special consideration is requested by the student and agreed by the University. The credit will remain in the student's account and will be allocated towards tuition fees for subsequent study periods. This includes credit from:

- a. overpayment in any study period; and
- b. withdrawal from one or more units after payment has already been made.

(63) An ELC student who has funds in their account due to early completion of their English Language Course and has satisfied the entry requirements of the subsequent course in the packaged program will not be eligible for a refund unless special consideration is requested by the student and agreed by the University. The credit will remain in the student's account and will be allocated towards tuition fees for the subsequent course.

(64) If a student is found to have provided false or misleading information to Macquarie University at any time, the University reserves the right to retain up to 100% of any fees paid and may annul that student's enrolment.

## **Section 3 - Procedures**

(65) Nil.



## Section 4 - Guidelines

(66) Nil.

## Section 5 - Definitions

(67) Commonly defined terms are located in the University [Glossary](#). The following definitions apply for the purpose of this Policy:

- a. Census Date: Census date forms part of the University's [Calendar of Dates](#). Actual dates for each study period are published on the University website under Important Dates. Or for the Global Master of Business Administration (GMBA) program under [Global MBA](#).
- b. Commencement Date means the first day of the student's Commencing Study Period as detailed in the Letter of Offer. This will usually be the Monday of the student's first week of classes.
- c. Commencement Fee means a deposit charged to international students when they accept their offer of admission to the University which contributes towards the tuition fees in their course(s). The amount of the Commencement Fee is specified in the Letter of Offer. Some categories of students may be eligible to pay a partial or \$0.00 Commencement Fee.
- d. Commencing Student means an international student who has accepted the offer of a University place and who will commence their course on the Commencement Date or who has commenced their course and is in their Commencing Study Period.
- e. Commencing Study Period means the first study period in which the student enrolls in the course. For students enrolled in a program at Macquarie University International College (MUIC) or Macquarie Graduate School of Management (MGSM) or Macquarie University Applied Finance Centre (MAFC) program, the Commencing Study Period is deemed to be the first two (2) terms.
- f. Confirmation of Enrolment (COE) means the document provided to an international student when they have accepted the offer of admission to a course. This document is produced from the [Department of Education, Skills and Employment](#)'s PRISMS system.
- g. Continuing Student means a student who has completed the Commencing Study Period in the course and remains effectively enrolled.
- h. Course means a program of study which includes study periods that may be called a session, semester or term. A course does not include English Language Intensive Courses for Overseas Student (ELICOS) for the purpose of this Policy.
- i. Deduction Amount means the amount deducted from an approved fee reversal or refund.
- j. ELC means the Macquarie University English Language Centre.
- k. ELC Student means a student enrolled in an English Language Course.
- l. English Language Commencement Fee means a deposit, charged to fee paying international students when they accept the offer of admission to the English Language Course at ELC which contributes towards the tuition fees of their English Language Commencing Study Period.
- m. English Language Commencing Study Period means the first five (5) Study Blocks of the English Language Course in which the student enrolls at ELC. For students enrolled in an English Language Course which includes five (5) or less Study Blocks, the English Language Commencing Study Period is deemed to be the entire duration of the English Language Course.
- n. English Language Course means an ELICOS program which includes up to 12 study blocks.
- o. English Language Study Block means a period of English Language study of five (5) weeks.
- p. English Language Subsequent Study Period means the remaining or additional English Language study period after the English Language Commencing Study Period.

- q. Enrolment Fee means an administrative fee charged to international students when they accept their offer of admission to the English Language Course.
- r. ESOS means the [Education Services for Overseas Students Act 2000](#) (Cwlth), which is a set of legislative requirements and standards for the regulation of education and training institutions offering courses to international students in Australia on a student visa.
- s. Fee Refund means a process whereby the University pays funds from the student's University account to the student or approved third party. Fee refunds are not the same as fee reversals.
- t. Fee Reversal means a process whereby fees that were charged to the student's University account are reversed or waived.
- u. International Student means a student enrolled in a Macquarie University course or unit who is not an Australian Citizen or Permanent Resident or a New Zealand Citizen.
- v. Last Date to Withdraw from a Unit Without Academic Penalty forms part of the University's calendar of Important Academic Dates. Actual dates for each study period are published on the University website under Important Dates.
- w. Letter of Offer means the document provided to international applicants which details the Course, Intake, Fees and conditions for which they have been offered admission.
- x. Packaged Program means a program that includes multiple courses, which may or may not be wholly provided by the University.
- y. Sponsored Student means a student who is sponsored by a third party who has provided the University with a Financial Guarantee for the cost of all or part of the tuition and other related fees.
- z. Study Period means a period of study of up to 24 weeks.
- aa. Standard Full-Time Study Load means 40 credit points for a standard session or 20 credit points for a term.
- ab. Tuition Fees means fees payable by an International Student to the University for each Study Period.

## Status and Details

<b>Status</b>	Historic
<b>Effective Date</b>	22nd February 2021
<b>Review Date</b>	22nd February 2023
<b>Approval Authority</b>	Vice-President, Finance and Resources
<b>Approval Date</b>	11th November 2020
<b>Expiry Date</b>	17th March 2021
<b>Responsible Executive</b>	Robin Payne Vice-President, Finance and Resources
<b>Responsible Officer</b>	Angela Yuan Director, International Operations +61 2 9850 1072
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