

# Higher Degree Research International Fee Refund Policy

## Section 1 - PURPOSE

(1) This Policy specifies how the University will manage refunds of tuition fees and other administrative fees for fee paying international HDR students who are enrolled in time-based units. This includes international HDR students enrolled in Year 2 of the Master of Research, Master of Philosophy, Doctor of Philosophy, and the Combined Doctor of Philosophy.

### 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 HDR fee paying students for tuition charges.

(5) This Policy does not cover:

- a. international students enrolling in coursework courses;
- 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 Master of Research exchange program and who pay fees to their home institution. They 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; or
- e. fees payable to any Third Party Providers who deliver courses offered to students as part of a Packaged Program.

## Section 2 - POLICY

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

## or is Offered a Scholarship administered by the Graduate Research Academy

(6) Where a Commencing Student withdraws from a course prior to, or during, their Commencing Enrolment Period and requests a refund of fees in writing, the University will deduct the following amounts:

Withdrawal Date	Deduction Amount
i. Prior to Commencement Date	20% of HDR Commencement Fee
ii. Within 4 weeks of the Commencing Date	50% of HDR Commencement Fee
iii. After the first 4 weeks of the Commencing Date	100% of HDR Commencement Fee

(7) Where a student was charged a partial HDR Commencement Fee e.g. less than the Tuition Fee for the Commencing Enrolment Period, the Tuition Fee payable based on a Full-time Study Load for the Commencing Enrolment Period will be considered the HDR Commencement Fee for the purpose of this Policy and will be refunded in accordance with the conditions in clause 6.

(8) Where a student is approved to reduce their study load due to compassionate or compelling circumstances (e.g. advice from a health professional), the Tuition Fee payable based on the actual study load for the Commencing Enrolment Period will be considered the HDR Commencement Fee for the purpose of this Policy.

(9) Where a Commencing Student withdraws their acceptance from a course prior to course admission and provides documentary evidence that the application for a visa has been refused, the University will provide a full refund of the HDR Commencement Fee paid.

(10) Where a Commencing Student obtains permanent residency within four (4) weeks after the commencement of the first enrolment period and completes a HDR Change of Residency form, with documentary evidence, the student may apply for a refund of the HDR Commencement Fee paid and will be eligible for a partial refund in accordance with the conditions in clause 6 point (ii). Where the student obtains Permanent Residency Status after the first four (4) weeks of the Commencing Enrolment period, the student will be classified as an international student for the remainder of that Enrolment Period.

(11) Where a Commencing Student has paid an HDR Commencement Fee, but is subsequently offered an HDR scholarship administered by the Graduate Research Academy which covers the course Tuition Fees, the student may apply for a refund of the HDR Commencement Fee paid and will be eligible for a partial refund in accordance with the conditions in clause 6 point (i).

(12) Where a student has completed a course in a packaged program and did not meet the entry requirements of the subsequent University course, a student may apply to withdraw and will be eligible for a partial refund as per the conditions in clause 6 point (i).

(13) Where a student does not commence the course and has not previously notified the University of their intention to withdraw their acceptance 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 6 point (i).

## Part B - Where a Continuing HDR Student Withdraws from a Course or is Offered a Scholarship administered by the Graduate Research Academy

# Academy

(14) Tuition fees for continuing students are charged as follows:

- a. Mres Yr2 students are charged Tuition Fees for one (1) Equivalent Full- time Study Load (EFTSL). This is typically their first two (2) enrolment periods if no leave is taken; and
- b. MPhil/PhD students are charged Tuition Fees on a pro-rata (i.e. daily) basis in accordance with the candidate's study load for that enrolment period.

(15) Continuing fee-paying HDR candidates are charged Tuition Fees at the beginning of each enrolment period and are required to pay these fees by the relevant [Census and Payment Due Dates](#).

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

Withdrawal Date	Deduction Amount
i. Prior to the Time-Based Unit (TBU) Census Date	0% - full refund of Tuition Fees Paid for the Enrolment Period
ii. After the Time-Based Unit (TBU) Census Date	100% of Tuition Fees for the Enrolment Period

(17) 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 Enrolment Period based on a Full-Time Study 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 Enrolment Period.

(18) Where a Continuing Student obtains permanent residency prior to TBU Census Date and completes a HDR Change of Residency form, with documentary evidence prior to the TBU Census Date, the student may apply for a refund of Tuition Fees paid and will be eligible for a refund in accordance with the conditions in Clause 16 point (i). Where the student obtains Permanent Residency Status after the TBU Census Date or advises the University after TBU Census Date, the student will be classified as an International Student for the remainder of that Enrolment Period.

(19) Where a Continuing Student has paid the Tuition Fee for the next enrolment period, but is subsequently offered a HDR scholarship which covers the course Tuition Fees, the student may apply for a refund of the Tuition Fee paid and will be eligible for a partial refund in accordance with the conditions in Clause 16 point (i).

## Part C - Where a Continuing HDR Student Submits their Thesis or their Enrolment is Ceased

(20) Mres Yr2 students are charged Tuition Fees for one (1) EFTSL. This is typically their first two (2) enrolment periods if no leave is taken.

(21) MPhil or PhD students are charged Tuition Fees until their Expected Work Submission (EWS) Date or until they are ceased. Where the thesis is submitted prior to the end of an enrolment period, or the student's enrolment is ceased, the University will refund all unspent tuition fees, calculated as follows:

Refund amount = Enrolment Period Tuition Fees minus pro-rata daily fee rate for enrolled period

## Part D - Where a Continuing HDR Student is Terminated

(22) If an HDR candidate is terminated from the course because of unsatisfactory progress, a breach of their visa conditions, failure to pay fees, or misconduct, there will be no refund of fees. If the candidate has fees owing at the time of termination, the candidate is responsible for payment of such debt in accordance with the [Tuition Fees and](#)

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

(23) After a Commencing Student has accepted an offer to the University, and in the event that the University is unable to deliver the 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.

(24) Alternatively, the HDR Commencement Fee paid by the Commencing 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.

(25) 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:

$$\text{Refund amount} = (\text{weekly tuition fee}) \times (\text{number of weeks in default period})$$

## Part F - “Out of Time” Fee

(26) Candidates who apply for and are approved for an extension of Expected Work Submission (EWS) date in accordance with the [Graduate Research Variations to Candidature Policy](#) will be charged the Out of Time fee or “iOOT” fee.

(27) The first extension of candidature for MRes Y2s will be for three (3) months up to the end of January (for S1) or end of July (S2) and will not incur any additional fees.

(28) If a candidate submits the thesis within one (1) month of the original EWS date after applying for a three (3) month extension, the fee will be reversed and/or refunded.

(29) If a candidate requires any additional three (3) month extensions beyond the first extension, the iOOT will apply again. If thesis submission is within one (1) month of the additional extension(s) the fee will be reversed and/or refunded.

## Part G - Special Circumstances

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

(31) Special circumstances may include but are not limited to:

- a. a student visa application being refused prior to the commencement of the program;
- b. serious illness or disability which prevents continuation of study;
- c. death or serious illness of the student or a member of their immediate family (parent, sibling, spouse, or child; and
- d. political or civil unrest, or natural disaster.

(32) All applications for special consideration must be accompanied by evidence documenting the circumstances (eg. Medical certificate).

(33) All applications for consideration of special circumstances must be made in writing to [gr.candidatesupport@mq.edu.au](mailto:gr.candidatesupport@mq.edu.au) and should be accompanied by documentary evidence.

## Part H - Refund Procedure

(34) Where a student is eligible for a refund of fees according to the provisions of this Policy, they should contact the Graduate Research Academy to obtain an [International Request for Fee Refund Form](#). Requests for refunds should normally be submitted within four (4) weeks of an event which qualifies the student for a refund.

## Part I - Payment of Refunds

(35) 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 24 and 25, where the refund will be paid within 14 days.

(36) 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 course; or
- b. the refund amount is less than \$1,000 and the student has completed their course; or
- c. 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.

In cases of 36(a) and 36(b), the payment can be made into an Australian account in the student's name.

(37) Payment will be made by telegraphic transfer except for cases under the conditions in Clause 34 (a) and (b), where the payment will be made via electronic funds transfer (EFT) and will be made in Australian Dollars (AUD)

## Part J - Appeals

(38) If a student is not satisfied with the decision made on a refund / reversal of fees, they may submit a written appeal to the Pro Vice-Chancellor, Graduate Research 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.

(39) The student will be informed of the result of the appeal within fourteen (14) days of the appeal being received by the Pro Vice-Chancellor, Graduate Research.

(40) 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

(41) Refer to the Definitions section of this Policy for the difference between a fee reversal and a fee refund.

(42) 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.

(43) A student who has funds in their account and is not completing their studies in the current enrolment 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 enrolment periods. This includes credit from an overpayment in any enrolment period.

(44) If a student is found to have provided false or misleading information to the 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

(45) Nil.

## Section 4 - Guidelines

(46) Nil.

## Section 5 - DEFINITIONS

(47) The following definitions apply for the purpose of this Policy:

- a. Commencement Date means the first day of the candidate's course when they start consuming load and/or scholarship;
- b. 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 Enrolment period;
- c. Commencing Enrolment Period means the first enrolment period in which the student enrolls in the course;
- d. 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.
- e. Continuing Student means a student who has completed the Commencing Enrolment period in the course and remains effectively enrolled;
- f. Course means a research program of study which includes enrolment periods;
- g. Default Period means the default day to the end of the period to which the payment relates;
- h. Deduction Amount means the amount deducted from an approved fee reversal or refund;
- i. Equivalent Full-Time Student Load (EFTSL) means a measure of the study load, for a year, of a student undertaking a course of study on a full-time basis. Note: a full-time HDR candidate for one (1) year attracts a consumable EFTSL of 1.0 and a part-time candidate attracts a consumable EFTSL of 0.5;
- j. Enrolment Period (EP) means a division of the academic year. There are two Enrolment Periods (EPs) or semesters in each calendar year: EP1 runs from 1 January till 30 June and EP2 from 1 July till 31 December;
- k. ESOS means the [Education Services for Overseas Students Act 2000](#), 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;
- l. 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;
- m. Fee Reversal means a process whereby fees that were charged to the student's University account are reversed or waived;
- n. HDR Commencement Fee means a deposit which corresponds to one full EP's tuition fees, and is to be charged to fee paying international students when they accept the offer of admission to the University;
- o. International Student means a candidate or student enrolled in a Macquarie University course or unit who is not an Australian Citizen or Permanent Resident or a New Zealand Citizen;
- p. 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;
- q. Out of Time Fee means the write-up fee charged to international students who consume extra time beyond the standard period of candidature for their program. It is a flat rate fee of AUD \$2000 for each three (3) month

extension period and is applied in accordance with the [Graduate Research Variations to Candidature Policy](#);

- r. 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;
- s. Study Load means a representation of a candidate's full-time or part-time enrolment status in numerical format calculated on the basis of full-time equivalent years. A full-time load is calculated as 0.5 years or EFTSL (Equivalent Full-time Study Load) per Enrolment Period while a part-time load is 0.25 years or EFTSL per Enrolment Period;
- t. TBU Census Dates means the Census dates for continuing time-based unit HDR candidates which are 7 February for Enrolment Period 1 and 7 August for Enrolment Period 2;
- u. Time-Based Units means the units that are research project focused and measured by EFTSL (Equivalent Full-time Study Load) when considering candidature duration;
- v. Tuition Fees means the fees payable by an International Student to the University for each Enrolment Period.

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	11th April 2023
<b>Review Date</b>	11th April 2028
<b>Approval Authority</b>	Vice-Chancellor
<b>Approval Date</b>	5th April 2023
<b>Expiry Date</b>	Not Applicable
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