

A.3 Payment of service fees and provision of a statement of fees charged by the service

A.3.1 Introduction and overview

Policy Statement

LOOSH is committed to ensuring families receive clear, fair, transparent and inclusive information about service fees, payment requirements, fee changes and any other costs associated with accessing the service. LOOSH sets its fees based on its annual budget and the income required to deliver, develop and maintain a high-quality service for children and families. In setting fees, LOOSH aims to balance the financial sustainability of the service with its commitment to remaining affordable and accessible to families in the local community.

Background

LOOSH has an obligation under the Education and Care Services National Law and Regulations to ensure policies and procedures are in place for the payment of service fees and the provision of statements of fees charged by the service. This policy supports consistent decision-making, effective governance and respectful communication with families about their accounts. The Management Committee ratifies the annual budget, monitors the service's financial position and ensures fee practices support ongoing quality service delivery.

Guiding Principles

- The safety, rights and best interests of every child are the paramount consideration in all fee-related decisions and practices.
- LOOSH will maintain a fee structure that is clear, transparent, fair and consistently applied.
- Families will receive clear information about fees, payment methods, Child Care Subsidy arrangements, notice periods, receipts and monthly statements.
- LOOSH will communicate respectfully and confidentially with families about account matters, overdue fees and financial hardship.
- LOOSH will give families at least 14 days' notice before changes are made that affect fees charged or the way fees are collected.

Scope

This policy applies to the Approved Provider, Nominated Supervisor, educators, staff, volunteers, students and families connected with LOOSH. It applies to all fees, charges, payment arrangements, account records, statements, receipts, booking and cancellation requirements, overdue accounts, financial hardship arrangements and debt recovery processes managed by the service.

A.3.2 Payment of service fees and provision of a statement of fees charged by the service procedures

Fees

LOOSH will provide families with clear information about the service's fee structure as part of the enrolment process. A current fee schedule will be provided to families upon request and when changes are made to the fees or charges.

The fee schedule may include permanent booking fees, casual booking fees, membership fees, payment rejection fees, non-notification fees, Vacation Care fees and other approved charges associated with the operation of the service.

Child Care Subsidy (CCS)

LOOSH will administer Child Care Subsidy (CCS) in accordance with applicable Australian Government requirements.

Families are responsible for ensuring that their personal, enrolment and CCS information held by Services Australia and LOOSH is accurate and up to date. Families should contact LOOSH as soon as practicable if they believe a CCS payment, attendance record or account adjustment is incorrect. LOOSH will review the information available to the service and, where appropriate, assist families to identify any matters that may need to be addressed with Services Australia.

A child may be enrolled and attend LOOSH while the family's CCS enrolment, claim or eligibility assessment is pending or incomplete. Until CCS is approved and applied to the family's account, the family remains responsible for payment of the full applicable fees. Approval of CCS is determined by Services Australia and cannot be guaranteed by LOOSH.

Once CCS is approved and applied, any resulting adjustment to the family's account will be processed in accordance with applicable Australian Government requirements and LOOSH's usual account adjustment procedures.

Where a CCS adjustment is disputed, LOOSH will work with the family to clarify the account and, where appropriate, correct information reported by the service. LOOSH cannot determine or alter a family's CCS eligibility or entitlement. Families may need to contact Services Australia regarding decisions relating to their individual CCS eligibility, entitlement or payments.

CCS may be adjusted retrospectively where a family's CCS entitlement changes, an enrolment or attendance record is corrected, an absence is reassessed, or a CCS payment is withheld, varied or recovered.

Where a retrospective CCS adjustment affects the amount payable by a family, LOOSH will update the family's account and provide information about the adjustment through the family's account statement or other appropriate communication. Where an adjustment results in an additional amount owing, the family will be responsible for payment of that amount in accordance with LOOSH's usual payment arrangements. Where an adjustment results in a credit, LOOSH will apply the credit to the family's account or process a refund in accordance with the service's Refunds, Credits and Overpayments procedures.

Complying Written Agreements

A Complying Written Arrangement (CWA) is an agreement between LOOSH and an individual for the provision of childcare in return for fees. A CWA establishes the individual's liability to pay for sessions of care and is required for Child Care Subsidy (CCS) to be payable for care provided by the service.

LOOSH will ensure that a CWA is established and maintained in accordance with applicable Australian Government requirements.

Where an ongoing or significant change to a family's care arrangements means that the existing CWA or corresponding CCS enrolment information no longer accurately reflects the agreed arrangement, LOOSH will update the CWA and associated enrolment information as required.

Absences

In accordance with Child Care Subsidy (CCS) requirements, each child is entitled to 42 allowable absence days per financial year for which CCS may be payable, subject to applicable Australian Government requirements.

Where a child exceeds the 42 allowable absences, CCS may continue to be payable for additional absences where the circumstances meet the criteria prescribed by the Australian Government. Supporting documentation or evidence may be required for some additional absence circumstances.

Where applicable, LOOSH will work with families to record eligible additional absences and submit the required information through the CCS system. Families are responsible for providing LOOSH with any required supporting documentation or evidence within the applicable timeframes.

Eligibility for CCS in relation to allowable and additional absences is determined in accordance with Australian Government requirements. LOOSH does not determine a family's eligibility for CCS or whether CCS will be payable for a particular absence.

Absences Before First Attendance and After Last Attendance

LOOSH will manage absences occurring at the commencement and cessation of a child's enrolment in accordance with applicable Child Care Subsidy (CCS) requirements.

CCS is generally not payable for booked absences that occur before a child has physically attended their first session of care at LOOSH or after their last physical attendance. Where CCS is not payable, families will be responsible for the full applicable fee for the booked session.

CCS may, however, be payable for absences occurring within the six days immediately before a child's first physical attendance or within the six days immediately following their last physical attendance, where the absence meets an approved reason under Australian Government requirements.

Where applicable, families may be required to provide supporting documentation or evidence to demonstrate that the absence meets an approved reason. Eligibility for CCS in these circumstances is determined in accordance with Australian Government requirements and is not determined by LOOSH.

14 Consecutive Weeks Without Attendance

Where a child has not physically attended a session of care at LOOSH for 14 consecutive weeks, the child's CCS enrolment will cease in accordance with applicable Child Care Subsidy (CCS) requirements.

Where a CCS enrolment ceases due to 14 consecutive weeks without physical attendance:

- CCS will not be payable for absences occurring after the child's last physical attendance, subject to applicable CCS requirements;
- any CCS adjustments resulting from the cessation of the enrolment will be applied to the family's account;
- the family will be responsible for any resulting outstanding fees; and
- if the child subsequently recommences care, LOOSH will establish and submit a new CCS enrolment where required.

LOOSH will communicate with the family regarding any action required to re-establish the child's CCS enrolment or other CCS arrangements. Families are responsible for completing any actions required of them within the applicable timeframes.

Additional Child Care Subsidy

LOOSH recognises that families experiencing particular circumstances may be eligible for Additional Child Care Subsidy (ACCS), which provides additional financial assistance towards the cost of approved education and care.

There are four categories of ACCS:

- ACCS Child Wellbeing;
- ACCS Grandparent;
- ACCS Temporary Financial Hardship; and
- ACCS Transition to Work.

Eligibility for ACCS is determined in accordance with Family Assistance Law and applicable Australian Government requirements. Families must generally be eligible for Child Care Subsidy (CCS) and meet the additional eligibility requirements applicable to the relevant ACCS category.

Families are responsible for providing any information or supporting documentation required to assess, establish or maintain their eligibility for ACCS and for notifying LOOSH of relevant changes to their circumstances where required.

LOOSH will administer ACCS in accordance with Family Assistance Law and applicable Australian Government requirements. Where ACCS is payable, any subsidy received by LOOSH will be applied to the relevant family account to reduce the fees payable by the family. Families remain responsible for any fees not covered by CCS or ACCS, including any outstanding amount resulting from a subsequent adjustment to their subsidy entitlement.

Where LOOSH becomes aware of circumstances that may indicate a child is eligible for ACCS Child Wellbeing, LOOSH will take appropriate action in accordance with its obligations under Family Assistance Law and applicable Australian Government requirements. This may include issuing an ACCS Child Wellbeing certificate or applying for a determination where appropriate.

LOOSH will maintain appropriate records relating to ACCS applications, certificates, determinations and supporting information in accordance with applicable legislative, privacy and record-keeping requirements.

LOOSH will provide reasonable assistance to families in relation to ACCS processes where appropriate; however, LOOSH cannot guarantee that an application or determination will be approved. Eligibility for ACCS and the amount and duration of subsidy payable are determined in accordance with Australian Government requirements.

Payment Methods

Fees for permanent and casual care are collected by direct debit from the family's nominated payment method each Thursday. Families may nominate an eligible bank account or credit card for payment and are responsible for ensuring that their payment details remain current and valid.

LOOSH uses an approved third-party payment provider to process fee payments. Transactions will appear on the nominated account statement under the service name "Leichhardt Out of School Hours."

In addition to fees payable to LOOSH, families may incur transaction fees associated with processing their payments. Any applicable transaction fees will be disclosed in the service's current fee schedule.

Where a payment transaction is unsuccessful, a rejection fee of \$2.50 per failed transaction will apply. This fee is charged by LOOSH's third-party payment provider and passed on to the family. The applicable rejection fee will be disclosed in the service's current fee schedule.

Statements of Account

LOOSH will provide families with regular statements outlining fees and charges incurred for the care provided to their child/ren. Statements will identify relevant bookings, fees, payments received, applicable Child Care Subsidy (CCS) amounts and any outstanding balances or credits.

Families are responsible for regularly reviewing their statements and should raise any concerns or discrepancies with LOOSH as soon as practicable. Account queries and disputes will be managed in accordance with the Fee Disputes and Account Corrections procedure.

Families may request a copy of their statement or seek clarification regarding any fees or charges applied to their account by contacting the LOOSH administrative team.

Families are responsible for regularly reviewing their statements and should raise any concerns or discrepancies with LOOSH as soon as practicable. Account queries and disputes will be managed in accordance with the Fee Disputes and Account Corrections procedure.

Bookings and Cancellations

Families are expected to make bookings in advance for the care sessions they require. Bookings will only be accepted once the service's enrolment form and all required supplementary documentation have been completed.

All new bookings, additional permanent bookings and requests to change existing bookings are subject to availability and are not confirmed until approved by LOOSH. Bookings cannot be transferred or exchanged between children, families, sessions or dates unless expressly approved by the service.

Requests to cancel or reduce permanent bookings must be submitted to LOOSH in writing and are subject to a 14-day notice period. The notice period will commence from the date the written request is received by LOOSH. Fees remain payable for all booked sessions occurring during the notice period, regardless of whether the child attends, subject to applicable Child Care Subsidy (CCS) requirements.

Where a family wishes to cease their child's enrolment with LOOSH, any applicable booking notice periods and outstanding fee obligations will continue to apply. Cancellation or cessation of enrolment does not extinguish any fees or other amounts already owing to the service.

Fees remain payable for booked sessions where a child is absent, including due to illness or family holidays. The application of CCS to an absence will be determined in accordance with the Child Care Subsidy provisions of this policy.

Vacation Care

Vacation Care bookings are separate from regular term-time bookings and do not carry over or overlap with a child's Before School Care or After School Care bookings. Families are responsible for submitting booking requests for each Vacation Care day they require.

Where demand for a Vacation Care session exceeds the service's available capacity, LOOSH may maintain a waitlist. Families will be contacted if a place becomes available and offered in accordance with LOOSH's applicable booking allocation procedures.

Families may cancel a confirmed Vacation Care booking in writing without financial penalty within 24 hours of receiving confirmation of the booking. Once this 24-hour cancellation period has elapsed, the full applicable session fee will be charged, regardless of whether the child attends the booked session.

Children are expected to arrive at LOOSH by 10:00 am on Vacation Care days unless otherwise advised by the service. Where a child with a confirmed booking has not arrived by 10:00 am and LOOSH has not been notified of their absence or late arrival, LOOSH will contact the child's parent/guardian to confirm whether the child will be attending.

Families are encouraged to notify LOOSH as soon as possible if their child will be absent or arriving late. Notification of an absence after the applicable cancellation period does not remove the family's responsibility for the booked session fee.

Non-notification Fees

Families must notify LOOSH prior to the commencement of a booked session if their child will be absent. Families must also notify LOOSH of any change or addition to the persons authorised to collect their child prior to collection.

Families may notify LOOSH of an absence through the OWNA app or by email, text message or telephone. The Nominated Supervisor, Responsible Person or their delegate may also accept verbal notification where appropriate.

LOOSH treats failure to notify the service of a child's absence seriously. Where a child is expected to attend but does not arrive and LOOSH has not received notification of their absence, the service must take appropriate steps to establish the child's whereabouts and ensure their safety. This may include implementing the service's missing child procedures, contacting the child's parents/guardians and emergency contacts and, where necessary, contacting emergency services.

Failure to notify LOOSH of a child's absence prior to the commencement of their booked session may result in a non-notification fee. Non-notifications will be recorded on a calendar-year basis, and the following fees may apply:

- first to third non-notification: \$10 per instance;
- fourth to fifth non-notification: \$20 per instance; and
- sixth and subsequent non-notifications: \$50 per instance.

Where a failure to notify LOOSH results in the service initiating an extended missing child search or contacting emergency services to establish the child's whereabouts, a non-notification search fee of up to \$200 may be applied.

Non-notification and search fees may be waived or reduced in accordance with the service's Fee Discretion procedure.

Non-notification and search fees are administrative charges and are not eligible for Child Care Subsidy (CCS).

Early and Late Fees

Children must not be dropped off before the service's advertised opening time and must be collected by the service's advertised closing time.

Where a child is presented for care before the advertised opening time, LOOSH may charge an early drop-off fee of \$2 per minute, per child, calculated from the time the child is accepted into the care of the service until the advertised opening time. Acceptance of a child before the advertised opening time is at the discretion of LOOSH and will only occur where appropriate staffing and supervision arrangements are available.

Where a child is collected after the service's advertised closing time, a late collection fee of \$2 per minute, per child, may be charged, calculated from the advertised closing time until the child is collected.

Families who anticipate arriving before the service opens or being unable to collect their child by the service closing time must contact LOOSH as soon as possible. Where a family anticipates being late for collection, they should, where possible, arrange for another authorised person to collect the child.

Early drop-off and late collection fees may be waived or reduced in accordance with the service's Fee Discretion procedure, having regard to the circumstances of the individual case.

Repeated or ongoing early drop-off or late collection may result in a meeting with the family to discuss appropriate arrangements. Where the issue cannot be resolved, LOOSH may review the child's bookings or ongoing place at the service.

Service Closures

LOOSH is closed over the Christmas and New Year period and on applicable public holidays. Families will not be charged fees for booked sessions that fall on days when the service is closed.

Where LOOSH is required to close unexpectedly and is unable to provide care, families will not be charged for affected booked sessions. Where fees have already been charged or collected for an affected session, the family's account will be adjusted or credited as soon as practicable.

Fee Discretion

LOOSH recognises that families may occasionally experience exceptional circumstances that affect their ability to comply with the service's fee, booking, cancellation or notification requirements. The nominated supervisor may exercise reasonable discretion to waive or reduce late collection fees, non-notification fees or other service charges where there are genuine and exceptional circumstances.

Any exercise of discretion will be considered on a case-by-case basis and will consider the circumstances, the family's history of compliance and any relevant impact on the service. Discretion will be applied consistently and fairly and will not create an entitlement to a waiver or reduction in future circumstances. Significant or recurring fee waivers or reductions may require approval by the Approved Provider or Committee in accordance with the service's financial delegations.

Discretion under this policy does not extend to altering a family's entitlement to Child Care Subsidy or waiving an amount that is required to be collected or reported under

applicable legislation. Any fee waiver, reduction or adjustment will be documented in line with the service recordkeeping procedures.

Fee Disputes and Account Correction

Families may request clarification or a review of any fee, charge, attendance record, Child Care Subsidy (CCS) application, payment or account balance. LOOSH will review the matter and provide the family with an outcome or further information as appropriate.

Where an error or discrepancy attributable to LOOSH is identified, the service will correct the relevant records and/or account as soon as practicable and notify the family of any resulting adjustment.

Families who are dissatisfied with the outcome of a review, or who wish to raise a concern regarding fees, payments or account management, may do so in accordance with LOOSH's Management of Complaints Policy and Procedures.

Refunds, Credits and Overpayments

Where a family makes an overpayment or duplicate payment, or an account correction or CCS adjustment results in an amount being owed to the family, LOOSH will generally apply the amount as a credit to the family's account.

A family may request a refund of an available credit where there are no outstanding amounts owing and the credit is not required to meet an upcoming payment obligation.

All refunds, credits and account adjustments will be appropriately recorded in the service's financial and administrative records and managed in accordance with applicable Child Care Subsidy, financial management, privacy and recordkeeping requirements.

Overdue fees, Financial Hardship and Debt Recovery

Where fees become overdue, LOOSH will communicate with families respectfully and provide reasonable opportunities to address the outstanding balance before further action is taken. Families are expected to respond to communications regarding overdue fees and to work with the service to resolve outstanding amounts promptly.

Failed Direct Debit Procedure

Where a scheduled direct debit payment is unsuccessful:

1. Following the first failed payment, LOOSH will notify the family by email that the payment was unsuccessful and advise them of the outstanding amount. The family will be provided with information about updating their payment details through the OWNA app or, where appropriate, with assistance from LOOSH.

2. Unless otherwise arranged with the family, LOOSH will attempt to recover the outstanding amount through the next scheduled direct debit. A family may contact LOOSH to request that payment be reattempted earlier.
3. Should a second consecutive payment be unsuccessful, LOOSH will notify the family via email. The family will be advised that if the next scheduled payment is also unsuccessful, their account may be suspended, and future bookings may be suspended until the outstanding balance is paid, or an approved payment arrangement is established.
4. Where a third consecutive payment is unsuccessful and the outstanding balance has not otherwise been resolved, LOOSH may suspend the family's account. The family will be notified in writing and asked to meet with the Director, either virtually or in person, to discuss the outstanding balance and agree on appropriate next steps.
5. Where a family does not respond to reasonable attempts to resolve the outstanding balance, does not attend an agreed meeting, or fails to comply with an approved payment arrangement, LOOSH may issue a final written notice. Continued non-payment may result in suspension or cancellation of care and commencement of debt recovery processes.

Please note that any decision to suspend or cancel care due to unpaid fees will be authorised in accordance with LOOSH's governance and financial delegations and communicated to the family in writing, including the effective date of the suspension or cancellation.

Financial Hardship and Payment Plans

Families experiencing financial hardship are encouraged to contact LOOSH as early as possible. LOOSH will seek to work respectfully with families to identify reasonable options, which may include an agreed payment plan or other payment arrangement.

Any payment arrangement must be approved in accordance with LOOSH's financial delegations and governance requirements, documented in writing, agreed to by both the family and LOOSH, and reviewed where circumstances change or the arrangement is not being met.

An approved payment arrangement may allow a child's existing bookings to continue while the outstanding balance is being repaid, subject to the family meeting both the agreed repayment obligations and any ongoing fee obligations.

Debt Recovery

Where fees remain unpaid and reasonable attempts to resolve the matter have been unsuccessful, LOOSH may commence formal debt recovery action. Before referring an outstanding account for debt recovery, LOOSH will provide the family with written notice

of the amount outstanding and a reasonable opportunity to make payment, dispute the amount, or contact the service to discuss an appropriate payment arrangement.

Where an amount is subject to a genuine dispute, LOOSH will investigate the disputed amount before commencing or continuing debt recovery action in relation to that amount. Any undisputed amounts will remain payable in accordance with the service's usual payment terms.

Continued non-payment, failure to respond to reasonable communication, or failure to comply with an agreed payment arrangement may result in suspension or cancellation of care and referral of the outstanding debt to an external debt recovery service.

Cancellation or cessation of a child's enrolment or bookings does not extinguish any outstanding fees or other amounts owing to LOOSH. Outstanding amounts remain payable and may be subject to the service's debt recovery procedures, including where the debt is identified or adjusted after the child has ceased care.

Where permitted by law and the terms agreed to by the family, reasonable costs incurred by LOOSH in recovering an outstanding debt may be passed on to the family.

Confidentiality and Privacy

Information relating to a family's fees, payments, Child Care Subsidy (CCS), account balance, financial circumstances or payment arrangements will be treated confidentially and managed in accordance with LOOSH's privacy and recordkeeping requirements.

Information will only be accessed, used or disclosed by authorised persons where reasonably necessary for purposes including fee administration, account management, financial reporting, compliance, resolving account queries or disputes, debt recovery, or where otherwise required or authorised by law.

Notification of Fee Changes

LOOSH will provide families with at least 14 days' written notice of any increase to fees or charges, or any material change to this policy or its associated procedures that affects the amount payable by families or the way fees are calculated or collected.

A.3.3 Roles and Responsibilities

Approved provider
• ensure that obligations under the Education and Care Services National Law and National Regulations are met • set fees for children to enrol at the service and ensure policies and procedures are in place relating to the fee schedule and payment options

• take reasonable steps to ensure that nominated supervisors, educators, staff and volunteers follow the Payment of service fees and provision of a statement of fees charged by the service policy and procedures • ensure that copies of the policy and procedures are readily accessible to nominated supervisors, coordinators, educators, staff, volunteers and families, and available for inspection • notify families at least 14 days before changing the policy or procedures if the changes will: • affect the fees charged or the way they are collected or • significantly impact the service's education and care of children or • significantly impact the family's ability to utilise the service.
Nominated supervisor
• ensure that regulatory obligations are met in relation to payment of fees • implement procedures for the payment of service fees • communicate with families at enrolment about fees, including: • the amounts charged • payment periods and methods • how the Child Care Subsidy or other government subsidy (e.g. from your jurisdiction) will be applied • notice periods • how they can access copies of statements/receipts • financial hardship considerations and payment plans. • ensure families receive receipts for fees paid • ensure ongoing communication with families about their account • monitor the application of the Child Care Subsidy or other government subsidy.
Educator Responsibilities
• Be familiar with the <i>Payment of service fees and provision of a statement of fees charged by the service policy and procedures</i> • Support families to approach the person whose role it is to collect fees with any fee-related questions.
Parent/carer Responsibilities
• ensure they understand the service's fee requirements and expectations at enrolment and any ongoing changes • meet the fee requirements • raise any fee-related questions with the person responsible for fee collection at the service.

D.1.4 Legislation and Related Service Documentation

This policy is informed by the following legislative requirements and quality standards:

- Education and Care Services National Law – section 3A, 3, 4, 172, 175, 185
- Education and Care Services National Regulations – regulations 168, 170, 171, 172, 173, 177, 181, 183, 185

- National Quality Standard – Quality Area 6: Collaborative partnerships with families and communities, and Quality Area 7: Governance and leadership.
- Family Assistance Act 1999 (Cth), including provisions relating to the Child Care Subsidy.
- Family Assistance Administration Act 1999 (Cth), including requirements relating to the administration and payment of Child Care Subsidy.
- Applicable Australian Government Child Care Subsidy requirements and guidance.
- LOOSH Policies and Procedures
 - Enrolment and Orientation Policy
 - Delivery and Collection of Children Policy
 - Management of Complaints Policy
 - Confidentiality Policy
 - Governance and Management Policy
 - Family Handbook
 - Child Care Subsidy System Procedures
 - Enrolment Form

D.1.5 Key Terminology

Term	Meaning	Source
Child Care Subsidy	The main Australian Government payment to assist families with the costs of education and care for their children. It is, with some exceptions, paid directly to providers to be passed on to families as a fee reduction. Notice period (fees) Families make a co-contribution to their fees and pay the provider the difference between the fee charged and the subsidy amount.	Child Care Provider Handbook
Gap fee	The amount a family is required to pay after any Child Care Subsidy, or other approved subsidy has been applied to the service fee.	LOOSH
Notice period	The period of notice required before changes are made to fees, fee collection methods or booking arrangements. Where a policy or procedure change affects fees or collection, families must receive at least 14 days' notice.	National Regulations

Non-notification	A failure to notify LOOSH before a booked session that a child will be absent, or that there has been a change or addition to an authorised collection person.	LOOSH
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