

# FAMILY DAY CARE FEES AND CHARGES

QUALITY AREA 7

To receive this publication in an accessible format, email [familydaycare@whittlesea.vic.gov.au](mailto:familydaycare@whittlesea.vic.gov.au) or phone 03 9217 2170 and ask for Family Day Care, using the [National Relay Service](#) if required.



## PURPOSE

This policy provides a clear set of guidelines for:

the setting, payment and collection of fees  
ensuring the viability of Whittlesea Family Day Care, by setting appropriate fees and charges  
the equitable and non-discriminatory application of fees across the programs provided by Whittlesea Family Day Care.



## POLICY STATEMENT

### VALUES

Whittlesea Family Day Care is committed to providing responsible financial management of the service, including:

- establishing fees that will result in a financially viable service, while keeping user fees at the lowest possible level
- providing a fair and manageable system for dealing with non-payment and/or inability to pay fees/outstanding debts
- maintaining confidentiality in relation to the financial circumstances of parents/guardians
- advising users of the service about program government funding and fees to be paid by parents/guardians

### SCOPE

This policy applies to the approved provider, persons with management or control, nominated supervisor, persons in day-to-day charge, educators and parents/guardians attending Whittlesea Family Day Care.

RESPONSIBILITIES	Approved provider and persons with management or control	Nominated supervisor and persons in day-to-day charge	Educators	Parents/guardians
	Implementing and reviewing this policy in consultation with parents/guardians, the nominated supervisor, and educators, and in line with the requirements of the Commonwealth Governments Child Care Package ( <i>refer to Sources</i> )	R	√	√
	Reviewing the effectiveness of the procedures for late payment	R	√	√
	Provide assistants to educators when considering options for payment when affordability is an issue for families	R	√	√

Educators clearly communicate this policy and payment options to families in a culturally-sensitive way, and where possible in the family's first language	R	✓	✓	
Ensuring that the <i>Fees Policy</i> is readily accessible at the service ( <i>Regulation 171</i> )	R	✓	✓	
Providing all parents/guardians with a statement of fees and charges upon enrolment of their child/ren	R	✓	✓	
Council applies an administration fee for each hour of childcare booked by parents/guardians per child. This fee is reviewed annually, which forms part of Council's budget implementation process	✓	✓		
Upon enrolment, parents will be provided with detailed information regarding specific fees and charges by the educator. The collection of gap fees will be facilitated directly from families by the educator.	R		✓	✓
Ensuring a parent/guardian signs a fee payment agreement with the child's registration	R	✓	✓	✓
Ensuring educators promptly collect all fees and provide receipts for payments made by families accessing care within a fortnightly timeframe.	R	✓	✓	
The Educator must collect Gap Fee payments from families via Electronic Funds Transfer (EFT) only			✓	
Collecting all relevant information and maintaining relevant documentation regarding those with entitlement to concessions, where applicable	R	✓	✓	✓
Complying with the service's <i>Privacy and Confidentiality Policy</i> regarding financial and other information received, including in relation to the payment/non-payment of fees	R	✓	✓	
Notifying parents/guardians a minimum of 14 days before any proposed changes that will affect the fees charged or the way in which fees are collected ( <i>Regulation 172(2)</i> )	R	✓	✓	
Addressing any complaints or concerns that have been raised regarding fees at the service in a timely manner	R	✓	✓	
Reading the Whittlesea Family Day Care Fee information for families ( <i>refer to Attachment 1</i> ), and Fee Schedule				✓
Consultation with the Coordination Unit is mandatory before overnight care can take place.			✓	
If a child is regularly scheduled for care on a day coinciding with a public holiday, parents are responsible for the full fee unless care is needed and charged at the public holiday rate. In the event a different educator provides care for the child, only that educator is compensated.			✓	✓
All families are eligible for up to 42 days of allowable absences for each child per financial year (1st July to 30th June). All allowable absences will be charged at the normal rate. CCS will apply to these absences, for up to a maximum of 42 days.				✓

For any alteration to regular booked care, a new Comply Written Agreement (CWA) must be filled out. This document needs to be submitted to the Coordination Unit at least 48 hours before the commencement of the ongoing change in care.			√	√
Inform educators by text or phone immediately in the following circumstances: <ul style="list-style-type: none"> <li>- If the child is going to be absent from care</li> <li>- If the parent anticipates late drop off or pick up</li> </ul>				√
Educators are not required to be available for more than half an hour beyond booked time unless prior notification is received. Where an Educator is delivering or collecting other children from preschool or school, they are not expected to wait beyond their normal departure time for parents who may be late in delivering or collecting their children from care			√	
A booking change request is required by families for all changes to routine hours of care. A minimum of two week's written notice to the Educator is required for any reduction of hours. The fourteen-day notice is counted from the first day of notice.			√	√
Casual care will be charged at non-core rates, it can be booked with Educators although 48 hours' notice of cancellation must be given or normal charges will apply			√	√
The timesheets must be completed with the child's arrival and departure times. The times must be recorded and signed by the parent (or other approved authorised contact on a daily basis)			√	√
The parent on a daily basis must also sign timesheets reflecting all absences and public holiday charges				√
Educators are required to submit their timesheets to the Coordination Unit for processing every pay fortnight by the designated deadline.	√	√	√	
The Educator reserves the right to terminate care if after negotiation fees remain unpaid. If a family terminates care with an Educator and leaves an outstanding debt, alternative care cannot be provided to the family until the debt has been cleared with the previous Educator			√	√
Parents must complete a Termination of Care form and provide two week's written notice to the Educator. The 14 day's notice is counted from the first day of notice. If written notice is not provided the booked hours for a fortnight will be charged. <b><i>If care is not used, then CCS cannot be applied to the fees</i></b>				√
Normal fees apply for the duration of Holiday Leave (including the administration levy, excluding charges for meals and transport). The fee is to be paid before the leave commences to secure the child's place with the educator upon return from leave. Rostered care is calculated as an average of the previous four weeks of care. Please be aware that if the holding fee remains unpaid, your care will be considered terminated, and your spot may be filled with another child.				√

If a school-aged child is not booked for school holidays, then there is no holding fee except for the end of year school holidays. A holding fee is 100% of the normal weekly fee including the administration levy (excluding travel and meals charges)				√
Care and Travel Fees apply if an Educator needs to transport the child to or from school/preschool. Individual fees are determined accordingly.			√	√
Educators must also provide two week's written notice to the parent if provision of care is to cease. The parent is not obligated to use the care			√	√
The Educator will contact the parent to discuss outstanding fees that have not been paid within 7-14 days. Educators will negotiate a payment schedule with the parent/guardian. The Educator will inform the Coordination Unit detailing the negotiated payment plan. If the negotiated payment plan is not occurring, the Educator will cease care			√	√
At the commencement of each year all families are required to renew their child's registration with the service. This process consists of: <ul style="list-style-type: none"> <li>Confirming details, changes, and immunisation history status</li> <li>Payment of the annual Whittlesea FDC registration fee</li> </ul>				√



## BACKGROUND AND LEGISLATION

### BACKGROUND

*Regulation 168(2) (n) of Education and Care Services National Regulations 2011* requires that Early Childhood Education and Care services have a comprehensive written fees policy, and the content of this policy must be communicated to families. The policy must include a written statement about the fees to be charged and the payment process. All families must be informed of applicable fees at the time of enrolment.

Childcare services providing approved childcare (*refer to Definitions*) must abide by the *Family Assistance Legislation Amendment (Jobs for Families Child Care Package) Act 2017* (*refer to Legislation and standards*). The Commonwealth Government supports working parents/guardians in making early childhood education and care more affordable and accessible through the Child Care Package (The Package). The Package includes the Child Care Subsidy (*refer to Definitions*) and Child Care Safety Net (*refer to Definitions*). Together, they enable parents/guardians to participate in the workforce by making early childhood education and care affordable and accessible.

The Child Care Subsidy helps by assisting families with their childcare fees and provides greater assistance to low and middle-income families

The Child Care Safety Net provides families and services extra support if they are vulnerable and disadvantaged or located in a regional or remote community. The Child Care Safety Net includes:

#### **The Additional Child Care Subsidy**

Provides extra payment on top of the Child Care Subsidy for families who need more help.

There are four different payments:

- For families who need help to support their children's safety and wellbeing
- For grandparents who care for their grandchildren
- For families experiencing significant financial stress
- For parents transitioning from welfare to work

**The Community Child Care Fund:** Helps support services stay open and available to children in disadvantaged, regional and remote communities.

**The Inclusion Support Program:** Provides support to Early Childhood Education and Care services to build their capacity and capability to include children with additional needs in mainstream services

**Subsidised Care for Low Income Families:** Low income families earn \$69,390 or less a year can access 24 hours of subsidised care per child per fortnight without having to meet the activity test.

## LEGISLATION ND STANDARDS

Relevant legislation and standards include but are not limited to:

- A New Tax System (Family Assistance) Act 1999
- A New Tax System (Family Assistance) (Administration) Act 1999
- Charter of Human Rights and Responsibilities 2006 (Vic)
- Child Care Subsidy Minister's Rules 2017
- Child Care Subsidy Secretary's Rules 2017
- Child Wellbeing and Safety Act 2005 (Vic)
- Disability Discrimination Act 1992 (Cth)
- Education and Care Services National Law Act 2010
- Education and Care Services National Regulations 2011: Regulation 168(2)(n)
- Equal Opportunity Act 1995 (Vic)
- Family Assistance Legislation Amendment (Jobs for Families Child Care Package) Act 2017
- National Quality Standard, including Quality Area 7: Governance and Leadership

The most current amendments to listed legislation can be found at:

- Victorian Legislation – Victorian Law Today: [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)
- Commonwealth Legislation – Federal Register of Legislation: [www.legislation.gov.au](http://www.legislation.gov.au)



## DEFINITIONS

The terms defined in this section relate specifically to this policy.

**Centrelink:** The agency that delivers payments and services to parents/guardians on behalf of the Australian Government

**Child Care Safety Net:** Child Care Safety Net provides families and services extra support if they are vulnerable and disadvantaged, or located in a regional or remote community. Supporting children to access quality early childhood education and care services

**Child Care Subsidy (CCS):** A Commonwealth Government means tested subsidy to assist eligible parents/guardians with the cost of child care. Payments are paid directly to approved child care providers. Further information can be found at: [www.dese.gov.au/child-care-subsidy](http://www.dese.gov.au/child-care-subsidy)

**Excursion/service event charge:** An additional charge required to meet the cost of special events or excursions that occur in response to emerging children's program needs. Events that are planned ahead and are included as an expenditure item in the service's budget do not incur this additional charge (*refer to Excursions and Service Events Policy*).

**Fees:** A charge for a place within a program at the service.

**Registration fee:** A charge to register a child with the Whittlesea Family Day Care

**Late collection fee:** A charge that may be imposed by the educator when parents/guardians are late to collect their child/children from the program (*refer to Attachment 1*)

## SOURCES AND RELATED POLICIES



### SOURCES

Child Care Package: Commonwealth child care fee assistance including the Child Care Subsidy (CCS) and Additional Child Subsidy (ACCS): [www.dese.gov.au](http://www.dese.gov.au)

## RELATED POLICIES

Compliments and Complaints  
Delivery and Collection of Children  
Enrolment and Orientation  
Excursions and Service Events  
Inclusion and Equity  
Privacy



## ATTACHMENTS

Attachment 1: Fee Information for families



## EVALUATION

In order to assess whether the values and purposes of the policy have been achieved, the approved provider will:

- regularly seek feedback from everyone affected by the policy regarding its effectiveness, particularly in relation to affordability, flexibility of payment options and procedures for the collection of fees
- monitor the implementation, compliance, complaints and incidents in relation to this policy
- monitor the number of families/children excluded from the service because of their inability to pay fees
- keep the policy up to date with current legislation, research, policy and best practice
- revise the policy and procedures as part of the service's policy review cycle, or as required
- notifying all stakeholders affected by this policy at least 14 days before making any significant changes to this policy or its procedures, unless a lesser period is necessary due to risk ([Regulation 172 \(2\)](#))



## AUTHORISATION

This policy was adopted by the approved provider of Whittlesea Family Day Care on 30 October 202.

**REVIEW DATE:** 30 October 2025

## ATTACHMENT 1. FEE INFORMATION FOR FAMILIES

### Whittlesea Family Day Care

Whittlesea Family Day Care abides by the [Family Assistance Legislation Amendment \(Jobs for Families Child Care Package\) Act 2017](#) (refer to [Legislation and standards](#)). The Child Care Subsidy helps by assisting families with their childcare fees and provides greater assistance to low and middle-income families. The Child Care Safety Net provides families and services extra support if they are vulnerable and disadvantaged or located in a regional or remote community.

Each Educator determines their individual fees in accordance to the Whittlesea Family Day Care Fee scale. The Fee Scale sets a minimum/maximum amount and Educators can charge that amount, or any amount between.

The service is entitled to negotiate on an annual basis in relation to their payment rates, as specified under the Family Assistance Law.

Parents fees may vary depending upon any subsidy or funding which may be provided by the Australian Government.

Other charges levied by Whittlesea Family Day Care services are outlined in the Fee Schedule.

Normal fees apply for the duration of Holiday Leave (including the administration levy, excluding charges for meals and transport). It is to be paid before the leave commences to secure the child's place with the educator upon return from leave. Rostered care is calculated as an average of the previous four weeks of care. Please note that if a holding fee is not paid, your care is deemed terminated and your care can be replaced with another child to fill the space.

The re-registration process is to be completed by the March of each calendar year. If the FDC Coordination Unit has not received payment and the re-registration form by the start of March a late fee is applied. If payment and the registration form have not been received by mid-March of each year, the childcare arrangement may be suspended until the re-registration process has been completed. Families who have registered their child with the service for the first time in December of the previous year will not be required to re-register their child the following February.

A statement of service fees and charges will be provided to families on registration.

Whittlesea Family Day Care will regularly review payment options and procedures to ensure that they are inclusive and sensitive to families' cultural and financial situations.

Fees will be invoiced to parents/guardians directly by the educator and must be paid via Electronic Funds Transfer (EFT) by the date indicated on the invoice. Each invoice will be accompanied by payment instructions. Families are expected to pay the gap fee shown on the invoice and ensure that fees do not fall more than 1 week into arrears. Receipts will be issued promptly for all fee payments made.

Parents/guardians experiencing difficulty in paying fees are requested to contact the educator directly to arrange a suitable alternative payment plan. The [Privacy and Confidentiality Policy](#) of the service (educator) will be complied with at all times in relation to a family's financial/personal circumstances.

Parents must complete a Termination of Care form and provide two week's written notice to the Educator. The fourteen-day notice is counted from the first day of notice. If written notice is not provided the booked hours for a fortnight will be charged. If care is not used, then CCS cannot be applied to the fees.

Educators must also provide two week's written notice to the parent if the provision of care is to cease. The parent is not obligated to use the care.

The Educator will contact the parent to discuss outstanding fees that have not been paid within 7-14 days. Educators will negotiate a payment schedule with the parent/guardian.

The Educator will inform the Coordination Unit detailing the negotiated payment plan. If the negotiated payment plan is not occurring, then the Educator will cease care.

The Educator reserves the right to terminate care if after negotiation fees remain unpaid.

If a family terminates care with an Educator and leaves an outstanding debt, alternative care cannot be provided to the family until the debt has been cleared with the previous Educator. Fees are non-refundable.



In addition, there will be no refund where a family chooses not to send their child to the program for the maximum number of hours for which they are enrolled.

The Educator is entitled to negotiate on an annual basis in relation to their payment rates, as specified under the Family Assistance Law. Two weeks written notice will be provided to families for any service fee changes.

Whittlesea will review and adopt Admin Levy Fee changes in line with the annual budget review. Two weeks written notice will be provided to families for any fee changes.

Please complete this form and return to Whittlesea Family Day Care by

### Fee payment contract

Child/ren full name: \_\_\_\_\_

Parent's/guardian's full name: \_\_\_\_\_

- I/we acknowledge that the childcare service is funded by fees paid by parents/guardians. The service cannot operate without the fees paid by parents/guardians.
- I/we agree to pay fees in full in advance prior to commencing at Whittlesea Family Day Care and remain in advance at all times
- I/we acknowledge having received and read the attached summary of Whittlesea Family Day Care fees policy, which sets out the procedure for fee payment
- I/we understand that fees are non-refundable.
- I/we agree that if our activity and financial circumstances change, we will immediately notify Centrelink to ensure our Child Care Subsidy entitlements are up to date
- I/we acknowledge that if fees are not paid by the due date, Whittlesea Family Day Care will implement the late payment of fees procedures, as outlined in the Fee Information for Families, which could result in the withdrawal of my/our child's place at the service and no further enrolments until the outstanding fees are paid.
- I/we agree that if my/our financial circumstances change and I/we am/are unable to pay as agreed, I/we will immediately notify the [responsible position] to discuss alternative payment options.
- I/we acknowledge that I/we have received and read the service's Fee information for families, which outlines the procedure for payment of fees.
- I/we Agree to pay fees while the child is absent. Examples include annual leave, public holidays, illness, closure due to unforeseen circumstances etc.
- I/we acknowledge a late fee of [enter amount] will be charged to families for late payment of their account.
- I/we agree to collect my child/ren from Whittlesea Family Day Care prior to closing time.
- I/we agree to give [enter amount] written notice of when my child/children will be leaving Whittlesea Family Day Care.

Signature (parent/guardian): \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** invoices, receipts and collection of fees will be in accordance with the Whittlesea Family Day Care *Fees Policy*