

Nature Alliance Family Day Care Terms of Trade

Definitions

Service:	Nature Alliance Family Day Care Service
Department:	Australian Department of Education
Approved Fee Schedule:	Educator Fee Schedule approved by the service
CCS:	Child Care Subsidy
Gap Fee:	Amount remaining after CCS has been applied
Holding Fee:	Fee paid in advance to cover the required advanced payment for care
redPAY:	Electronic payment processing service

Governing Legislation

A New Tax System(Family Assistance)(Administration Act) 1999

The agreed upon terms will take into account.

Payment Terms

- An enrolment fee of \$25 per child is charged upon confirmation of enrolment for regular care. This fee must be paid prior to commencement of care and is nonrefundable.
- The equivalent of 2 weeks Holding Fee of booked sessions in advance is to be paid to hold a child's position at the FDC Service.
- Fees are payable in advance for every session that a child is enrolled at the FDC Service. This includes pupil free days, sick days, and family holidays but excludes periods when the educator is closed.
- In accordance with Family Assistance Law, Educators cannot charge for, or record a session of care where provision of care is not available. Educators are not able to charge a different rate for the same type of care provision. Therefore, if the educator is unable to provide care due to illness or leave, they are unable to charge for that particular session of care.
- If a session of care falls on a public holiday, families are required to pay normal fees. CCS will be paid for sessions that fall on public holidays.
- Additional sessions may be offered to families for enrolled children, if available.
- The FDC Educator may close their service due to periods of local emergency such as bushfire or flood or pandemic.
- The Holding Fee referred to above, will be refunded to families if all accounts are paid in full and no amount is outstanding when the child leaves the FDC Service.
- If a parent is unable to pay the Holding Fee in advance, they should contact the Nature Alliance office to discuss payment options.
- For casual enrolments, one \$25 enrolment fee per calendar year and the equivalent of 2 days Holding Fee will be required to secure the enrolment. This applies to children who only attend on the school holidays or have multiple session bookings. If a single day is booked, this will be deemed "exceptional" and only one day Holding Fee will be charged. The \$25 enrolment fee still applies.
- Invoices will be generated by redPAY for the cost of care and the family can request via email to have the advanced Holding Fee refunded to their nominated bank account or they may decide to leave it in place for the next casual day they require or for school holidays

Frequency of Payment

- Fees must be paid weekly via redPAY.

Payment Method

- Family Assistance Law requires Nature Alliance to take all reasonable steps to ensure that families pay using an electronic funds transfer system.
- Nature Alliance will invoice parents via the redPAY system for the Gap Fee weekly in arrears - after the care has occurred.
- An enrolment fee of \$25 is charged upon confirmation of enrolment. This fee must be paid via redPAY prior to commencement of care and is nonrefundable.
- The authorization for this to occur will be forwarded to the parent at the time of the enrolment. The family is required to provide banking details to facilitate set up of the direct debit or BPay account.
- Fees and charges associated with direct debit system are outlined upon enrolment.
- Families will be issued with a Statement of Entitlement on a weekly basis in accordance with the fee payment and regulatory requirements. The Statement of Entitlement will include details of the sessions of care provided and the resulting fee reduction amounts.
- The Statement of Entitlement is generated using our CCS Software which meets all requirements as per Family Assistance Law legislation.

Penalties for Late Payments

- redPAY Transaction Fees include an \$8.70 Dishonour Fee. This fee will be debited from the clients nominated bank account if there are insufficient funds to cover the invoice issued.

Non-Payment of Fees and Payment Plan

- If the Gap Fees are not received from redPAY after six days from the date of the invoice, the Educator and the parent will be contacted by text to advise of this situation and request payment. If payment is not made immediately, the child's booking will be cancelled, and the care will not be available.
- As payment must be kept 2 weeks in advance, a payment plan may be initiated if the parents are unable to fulfil this requirement. The payment plan will include the 2 weeks Gap Fee in advance.
- If an outstanding debt remains unpaid. Nature Alliance staff will contact the enrolling parent and the Educator to discuss the cancellation of the child's booking and the process to recover the debt. If the parent expresses an interest to pay the debt in instalments a payment plan will be entered into with the parent and Nature Alliance FDC.
- The payment plan will provide information as to the duration and amount of the repayments as well as steps that will be taken if the payment plan is not adhered to. A written contract will be provided for the family to sign outlining payment plan details.
- If parents are unable to pay due to circumstances that were beyond their control and they have written support or can obtain such, they will be directed to the Department of Human Services and advised to apply for Additional Child Care Subsidy (ACCS) under "hardship" rules.
- If ACCS is approved or payment is made, verification of payment must be sent to Nature Alliance. On receipt of this, the booking will be reinstated.
- If the parent is not contactable or not interested in entering into a payment plan Nature Alliance will implement their Debt Collection Procedure.

Debt Collection:

- If payments are not made and a debt to the service is accrued, the service debt recovery processes will be implemented.

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ABN: 16 164 122 847		Service Approval: SE 00014151		Provider Approval: PR 00008252		Dept Ed CCMS Reg No: 1900 115 11J
Date Reviewed:	February 2024	NA-TEM-0036 Terms of Trade	Version No: 5	Page 2 of 3		

- Once the debt has been identified, an invoice and letter requesting payment within 3 working days or options of entering into a payment plan will be offered to the parent.
- If the parent fails to respond to the invoice or letter, a second letter will be sent via email and post advising that the services of a Debt Collection Agency or proceedings through the court system to recover the funds may be implemented and all costs incurred in the recovery of this debt will be at the parents' expense.
- If there is no response after the second letter (reminder) a final notice will be sent via email and post advising of the points above and confirming that the service is required to report any unpaid parent gap fee payments to the Department of Education and this may affect their CCS Entitlements.
- At any time during the debt recovery process, the family will be encouraged to enter a Debt Agreement with our FDC Service to repay outstanding fees. A written contract will be provided for the family to sign outlining repayment plan details. The repayment plan will provide information as to the duration and amount of the repayments as well as steps that will be taken if the repayment plan is not adhered to.

Termination of Enrolment:

- If the parents decide to terminate care, they will need to give notice as per the individual Educator's Fee Schedule.
- If the Educator decides to terminate care the same notice period will apply.
- The service may terminate an enrolment in exceptional circumstances where consultation has taken place with the Educator.

Privacy & Confidentiality:

- Every reasonable step will be taken to ensure that personal information held within the Family Day Care Service is protected from misuse, loss, and from unauthorised access, modification or disclosure.
- The Privacy Act 1988 protects personal information about individuals handled by organisations. Personal information is information or an opinion that identifies an individual or allows their identity to be readily determined from the information. It includes information such as a person's name, address, financial information, marital status, or billing details. Some personal information, including information about ethnicity, religion and health is considered to be sensitive.
- All personal information requested through Freedom of Information (FOI) will be managed by Nature Alliance FDC.
- The Service takes all reasonable steps to ensure the security of our systems. Any information which we hold for you is stored on secure servers that are protected in controlled facilities. In addition, our employees and the contractors who provide services relating to our information systems are obliged to respect the confidentiality of any personal information held by the Service and the Service will not be held responsible for any loss that may arise from unauthorised access to your personal information.

Dispute Resolution

- The parties must attempt, in good faith, to resolve any dispute.
- If any dispute cannot be resolved by negotiations between the parties within five
- (5) working days, or such further period as the parties agree, of the dispute being raised then within the following five (5) working days, the parties must refer the dispute to a mediator agreed upon by the parties, or if the parties cannot agree, a mediator appointed by the Australian Commercial Disputes Centre (or anybody which replaces it).
- Each party will bear their own costs of mediation and pay one half of the mediator's fees.