

Specific Agreement on the Provision of Personal Hygiene Items

Consumer Protection Act, section 206 and following
Regulation respecting reduced contributions, section 10

Between:

Childcare provider: _____

Address at which services will be provided:

| | | |
|--------------|----------|--------------------|
| Number | Street | Apartment or Suite |
| _____ | _____ | _____ |
| Municipality | Province | Postal code |
| _____ | _____ | _____ |

Authorized person (if applicable):

| | |
|-----------|------------|
| Last name | First name |
| _____ | _____ |

hereafter referred to as the “PROVIDER”

And:

Name of parent:

| | |
|-----------|------------|
| Last name | First name |
| _____ | _____ |

Address:

| | | |
|--------------|----------|--------------------|
| Number | Street | Apartment or Suite |
| _____ | _____ | _____ |
| Municipality | Province | Postal code |
| _____ | _____ | _____ |

hereafter referred to as the “PARENT”

Concerning childcare for:

Name of the child:

| | |
|-----------|------------|
| Last name | First name |
| _____ | _____ |

hereafter referred to as the “CHILD”

Article 1. Scope of the agreement

The **Parent** who is eligible for the reduced contribution and the **Provider** have concluded a childcare service agreement (principal agreement).
The **Parent** wants his/her **Child** to benefit from the personal hygiene items supplied by the **Provider**, for which costs will be charged.

Article 2. Description of personal hygiene items supplied to the Child

| Description of personal hygiene item | Number of items | Unit price | Total |
|---|-----------------|------------|----------|
| _____ | _____ | \$ _____ | \$ _____ |
| _____ | _____ | \$ _____ | \$ _____ |
| _____ | _____ | \$ _____ | \$ _____ |
| _____ | _____ | \$ _____ | \$ _____ |
| _____ | _____ | \$ _____ | \$ _____ |
| _____ | _____ | \$ _____ | \$ _____ |
| Total amount to be paid by the Parent: | | | \$ _____ |

Article 3. Method of payment

Fees for the required items will be payable on _____.
In the following manner: _____

Article 4. Cancellation of the agreement

The **Parent** may cancel the agreement at any time by sending a notice to the **Provider**. The **Provider** must, within **ten** days of receiving such notice, repay the **Parent** the sums collected pursuant to Article 3, deducting the costs of items that have already been supplied.
The same thing applies when the **Provider** wishes to cancel this agreement or when the childcare service agreement is dissolved.

Article 5. Signatures

This agreement shall be signed in duplicate. The **Parent's** obligations commence only after s/he has received a signed copy.

Article 6. Specific Provisions

Required note when the total obligation exceeds \$100.

**NOTE REQUIRED UNDER LAW CONCERNING
 THE PROTECTION OF THE CONSUMER**

(Accessory service contract)

“This contract is accessory to the contract of service involving sequential performance concluded on _____
 (insert the date on which the **Parent** signed the childcare service agreement).

The consumer may, at his discretion, cancel this contract within ten days following:

- a) the day the goods are delivered;
- b) or the day the merchant begins the performance of his obligation under the above-mentioned principal contract, whichever occurs last.

To cancel this contract, the consumer must:

- a) Return the goods to the merchant;
- b) Send the attached cancellation form or another written notice to such effect to the merchant.

The contract is cancelled of right from the sending of the form or notice. In addition, if the consumer cancels the above-mentioned principal contract, he may also cancel this contract by returning the goods to the merchant within ten days following the contract's cancellation.

However, the consumer shall not avail himself of this right if he has been in possession of the goods for a period of two months or a period equivalent to one-third of the term stipulated in the principal contract, whichever is shorter.

Within ten days following the cancellation of the contract, the merchant must return to the consumer the sum of money he owes him.

The merchant shall assume the costs of restitution.

The merchant shall assume the risk of loss or deterioration, even by superior force, of the goods being the object of the contract until the longer of the two terms contemplated for the contract's cancellation.

It is recommended that the consumer consult sections **208** to **214** of the Consumer Protection Act (R.S.Q. c. P-40.1) and, if necessary, contact the Office de la protection du consommateur.”

The parties have expressly chosen and expressly agree to draw up the present contract, including all annexes, in English.

Signatures

| | | |
|------|-------|--|
| Date | Place | Signature of Parent |
| Date | Place | Signature of Provider (authorized person) |

CANCELLATION FORM
 Consumer Protection Act, section 208

To: _____

Transmission date: _____

Name and address of childcare service provider

Pursuant to section 209 of the Consumer Protection Act, I cancel the Specific Agreement on the Provision of Personal Hygiene Items for _____ concluded on

*First and last name of **Child***

_____ at _____
Date *Place*

Name of Parent:

| | |
|-----------|------------|
| Last name | First name |
|-----------|------------|

Address:

| | | |
|--------|--------|--------------------|
| Number | Street | Apartment or Suite |
|--------|--------|--------------------|

| | | |
|--------------|----------|-------------|
| Municipality | Province | Postal code |
|--------------|----------|-------------|

_____ Date _____ Place _____ Signature of **Parent** _____