

for a child younger than 5 years of age on September 30

Consumer Protection Act, section 189 and following
Reduced Contribution Regulation, section 6

NOTE FROM THE MINISTÈRE DE LA FAMILLE

The reduced contribution is set at \$8.35 per day for 2020, and is paid by the parent to the provider of subsidized childcare services (the "Provider"). This contribution entitles the child to receive quality educational childcare up to a maximum of a 10-hour continuous period per day, determined by the parent on the basis of the service hours indicated in this agreement. The child must be given one meal and two snacks if receiving childcare at the scheduled distribution times. The Provider is required to deliver an educational program including activities aimed at fostering the child's emotional, social, moral, cognitive, language, physical and motor development. The educational program must also include promotional and preventive elements aimed at providing an environment conducive to the development of a healthy lifestyle and healthy eating habits that can have a positive effect on the child's health and well-being.

The Provider may require the parent to pay an additional fee for an outing, an additional meal or a personal hygiene item provided to the child. If the parent wishes the child to participate in an outing, be served an additional meal or be provided with a personal hygiene item, the parent must then agree to the required services and procedure, in a special agreement for each situation. Similarly, if the parent needs more than 10 hours of continuous childcare for his or her child, the Provider may require the parent to pay an additional fee for which the conditions and procedures must be documented in a special agreement. The parent is free to accept or refuse to enter into these special agreements. If the parent refuses, the Provider must provide the child with all the services to which he or she is entitled.

It is possible to cancel the childcare services agreement or a special agreement. The applicable rules and a form for this purpose can be found on pages 3, 4 and 5 of this agreement. The Provider must give the parent a signed copy of each of the agreements entered into with him or her.

For further details, visit our website at <http://www.mfa.gouv.qc.ca>.

Between:

Childcare provider:	<input type="text"/>		
Address at which services will be provided:	<small>Number</small>	<small>Street</small>	<small>Apartment or Suite</small>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<small>Municipality</small>	<small>Province</small>	<small>Postal code</small>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorized person (if applicable):	<small>Last name</small>	<small>First name</small>	
	<input type="text"/>	<input type="text"/>	<input type="text"/>

hereafter referred to as the "PROVIDER"

And:

Name of parent:	<small>Last name</small>	<small>First name</small>	
	<input type="text"/>	<input type="text"/>	
Address:	<small>Number</small>	<small>Street</small>	<small>Apartment or Suite</small>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<small>Municipality</small>	<small>Province</small>	<small>Postal code</small>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of parent (optional):	<small>Last name</small>	<small>First name</small>	
	<input type="text"/>	<input type="text"/>	
Address:	<small>Number</small>	<small>Street</small>	<small>Apartment or Suite</small>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<small>Municipality</small>	<small>Province</small>	<small>Postal code</small>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

hereafter referred to as the "PARENT"

For the purpose of the application of this agreement, excluding the sections on termination by the parent, _____ is authorized to act for and on behalf of both parents, as evidenced by the signatures of the parents at the end of this agreement.

Concerning childcare for:

Name of the child:	<small>Last name</small>	<small>First name</small>	
	<input type="text"/>	<input type="text"/>	
Date of birth:	<small>Year</small>	<small>Month</small>	<small>Day</small>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

hereafter referred to as the "CHILD"

Article 1. Scope of the agreement

This agreement applies to a **Parent** who is eligible for the reduced contribution, and a **Provider** who is eligible for the grants mentioned in section 90 of the Educational childcare Act.

Article 2. Description and delivery of Provider's services

2.1 For the duration of the agreement, the **Provider** agrees to provide the **Child** with the following:

Educational childcare services up to a maximum of a 10-hour continuous period per day, determined by the **Parent** on the basis of the service hours indicated in this agreement.

The materials used as part of the childcare service.

Snacks, if the **Child** is in the childcare service at the time when snacks are scheduled to be served.

Snacks are served at approximately _____ in the morning and approximately _____ in the afternoon.

The noon or evening meal, if the **Child** is in the childcare service at the time scheduled for meals, or in some cases, breakfast.

The noon meal is served at approximately _____.

Or, an equivalent meal (supper or breakfast) is served at approximately _____.

2.2 Days and hours of childcare are as follows:

Day	Regular period		Occasional period	
Monday	from _____	until _____	from _____	until _____
Tuesday	from _____	until _____	from _____	until _____
Wednesday	from _____	until _____	from _____	until _____
Thursday	from _____	until _____	from _____	until _____
Friday	from _____	until _____	from _____	until _____
Saturday	from _____	until _____	from _____	until _____
Sunday	from _____	until _____	from _____	until _____

2.3 The **Provider** will not offer childcare services on the following days:

Indicate the list of days the Childcare establishment is scheduled to be closed		
_____	_____	_____
_____	_____	_____
_____	_____	_____

The **Provider** plans to claim **\$8.35** from the **Parent** for a maximum of **13** days of childcare per year, from among the days indicated in 2.3, when the establishment is scheduled to be closed.

Article 3. Childcare period chosen by the Parent

3.1 The **Parent** has opted for the **Provider's** childcare services for his/her **Child**, based on the following childcare needs:

Indicate the days and times that correspond to the regular childcare need among the childcare service hours declared by **Provider** (these hours are given for guidance).

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
from							
until							

Explanation of attendance (if needed): _____

Other schedule, depending on special childcare needs: _____

Due to seasonal employment, work or school schedule, the **Parent** affirms a need for more than **20** days of childcare per four-week period. (Check if needed)

3.2 If the **Parent** plans to take a vacation that will affect the **Child's** attendance at childcare during the agreed upon childcare period, s/he must inform the **Provider** of this as soon as the vacation dates have been determined or in conformance with the document describing the **Provider's** organization of childcare services.

Article 4. Amount of the contribution and method of payment

4.1 The reduced contribution payable by the **Parent** is **\$8.35** (eight dollars and thirty-five cents) per day of childcare.

The **Parent** is eligible for the exemption from the reduced contribution. (Check if needed)

The total amount paid under the agreement is \$ _____.

The first payment is required on the first day of childcare or, at the latest, (when this date falls after the date the childcare services begin)

_____.

Article 4. Amount of the reduced contribution and method of payment (continued)

4.2 Payment of the reduced contribution will be as follows:

- Every week Every two weeks Once a month

Each payment will be in the amount of \$ _____ By cheque By preauthorized payment Cash or direct payment

In the event of a cheque with insufficient funds, the **Provider** may claim costs in the amount of \$ _____.

In the event of late payment, interest will be charged at the rate of _____ % of the outstanding amount, according to the following terms:

Article 5. Lateness of parent

5.1 The **Parent** shall respect the opening and closing hours set out in the agreement. A **Parent** who anticipates arriving after the hour of closing stipulated in the agreement shall notify the **Provider** of this as soon as possible.

5.2 The sum of \$ _____ for every _____ minutes in excess of the hour of closing may be claimed by the **Provider**.

The amount is calculated based on the hour of closing, in other words, _____ up until the **Child's** departure time.

Article 6. Unexpected closing of the Childcare service

6.1 If, for reasons beyond its control, the **Provider** must close the childcare service, the **Parent** will be so notified as soon as possible. If the establishment closes after the **Child** has been entrusted to the **Provider**, the **Parent** shall come and pick up the **Child** at the location designated by the **Provider**.

6.2 The **Parent** must then pay the reduced contribution for the first unexpected closure day.

Article 7. Absence of the Child

7.1 The **Parent** shall notify the **Provider** as early as possible of the **Child's** absence.

7.2 The **Parent** shall pay the reduced contribution for the days the **Child** is absent.

Article 8. Duration of the agreement

The agreement will come into effect on (date of the first day of attendance of the **Child**) _____ and end on _____ for a total duration of _____ days of attendance.

Article 9. Cancellation of the agreement by the Provider

9.1 The **Provider** may cancel the agreement under the following circumstances:

- 1) When the **Parent**, despite receiving a written notice from the **Provider**, refuses or neglects to pay the contribution the **Provider** is entitled to demand.
- 2) When the **Parent** repeatedly violates the operating rules of the childcare service as specified in the document describing the organization of childcare that was remitted to the **Parent**, and which is appended to this agreement.
- 3) When, with respect to an intervention plan that has been devised to meet the **Child's** specific needs, in concert with the **Parent**, it becomes apparent that the **Provider** has insufficient resources to respond adequately to these specific needs, or that the **Parent** is not collaborating in the application of the intervention plan.

9.2 The **Provider**, before cancelling the agreement, shall give the **Parent** two weeks' notice of such action. The **Provider** may, however, cancel this agreement at any time, with no prior notice, when there is a threat to the health or safety of the attending Children or childcare staff.

Article 10. Cancellation of the agreement by the Parent

The signatory parents of this agreement may, together, terminate the agreement at any time by sending a notice to the **Provider** in accordance with the Consumer Protection Act. A sample notice is provided on page 5.

Article 11. Specific agreements

In addition to the services described in Article 2, the **Parent** wishes to add the following services:

- Specific Agreement Concerning Educational Outings (Schedule **A**)
- Specific Agreement on the Provision of Personal Hygiene Items (Schedule **B**)
- Specific Agreement on the Provision of an Additional Meal (Schedule **C**)
- Agreement Concerning the Provision of an Additional Period of childcare (Schedule **D**)

Article 12. Various provisions

12.1 This agreement shall be signed in duplicate. The **Parent's** obligations commence only after s/he has received a signed copy. When this agreement is signed by more than one parent, each must receive a signed copy of it.

12.2 This agreement replaces any prior service agreement concluded between the **Provider** and the **Parent**.

Article 13. Declaration of Provider

13.1 The **Provider** declares that this childcare service agreement is in conformance with the agreement prescribed by the Ministère de la Famille.

13.2 This service agreement consists of _____ pages and also includes the following documents (*check off document remitted to the Parent*) that the **Provider** declares it has remitted to the **Parent** before said individual signed it.

- Document describing the organization of childcare services (internal governance)
- Specific Agreement Concerning Educational Outings (Schedule **A**)
- Specific Agreement on the Provision of Personal Hygiene Items (Schedule **B**)
- Specific Agreement on the Provision of an Additional Meal (Schedule **C**)
- Agreement Concerning the Provision of an Additional Period of childcare (Schedule **D**)

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

(Contracts involving sequential performance for instruction, training or assistance)

“The consumer may cancel this contract at any time by sending the attached 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.

If the consumer cancels the contract before the merchant has begun the performance of his principal obligation, the cancellation is effected without cost or penalty to the consumer.

If the consumer cancels the contract after the merchant has begun the performance of his principal obligation, the only sums that the merchant may exact from him are:

- a) the price of the services rendered, computed on the basis of the hourly, daily or weekly rates stipulated in the contract, and
- b) the lesser of the following sums: **\$50** and a sum representing not more than **10%** of the price of the services that were not rendered.

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

It is recommended that the consumer consult sections **190 to 196** 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 Parent
Date	Place	Signature of Provider (authorized person)

for a child younger than 5 years of age on September 30

CANCELLATION FORM
 Consumer Protection Act, section 190

To: _____ **Transmission date:** _____

Name and address of childcare service provider

Pursuant to section 193 of the Consumer Protection Act, I cancel the childcare service agreement for
 _____ concluded on _____ at
First and last name of Child *Date*

Place

Name of Parent: Last name _____ First name _____
Address: Number _____ Street _____ Apartment or Suite _____
 Municipality _____ Province _____ Postal code _____

Name of Parent: Last name _____ First name _____
Address: Number _____ Street _____ Apartment or Suite _____
 Municipality _____ Province _____ Postal code _____

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

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