



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 \$8.85 per day for 2023, and is paid by the parent to the provider of educational 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 designed among other things to foster children’s overall development, enabling them to develop, at their own pace, all facets of their person, particularly their emotional, social, 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 [www.mfa.gouv.qc.ca](http://www.mfa.gouv.qc.ca).

**Between:**

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

**hereafter referred to as the “PROVIDER”**

**And:**

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

[Empty box for listing closed days]

The **Provider** plans to claim **\$8.85** 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** educational 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 **\$8.85** (eight dollars and eighty-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)

**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:

[Empty box for interest terms]

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**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.

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**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.

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**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.

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**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.

The agreement will end automatically when the child is no longer entitled to receive educational childcare services within the meaning of section 2 of the *Educational Childcare Act*.

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**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.

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**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 4.

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**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**)
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**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**.

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**Article 13. Declaration of Provider**

**13.1** The **Provider** declares that this educational childcare service agreement complies 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**)
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## CLAUSE REQUIRED UNDER THE CONSUMER PROTECTION ACT

(Service contract involving sequential performance for instruction, training or assistance)

“The consumer may cancel this contract at any time by sending the form attached hereto or another notice in writing for that purpose to the merchant.

This contract is cancelled, without further formality, upon the sending of the form or notice.

If the consumer cancels this contract before the merchant has begun the performance of his principal obligation, the consumer has no charge or penalty to pay.

If the consumer cancels this contract after the merchant has begun the performance of his principal obligation, the consumer must pay only:

- a. the price of the services rendered him, computed on the basis of the rate stipulated in the contract; and
- b. the less of the following 2 sums: \$50, or a sum representing not more than 10% of the price of the services that were not rendered him.

Within 10 days following the cancellation of the contract, the merchant must restore to the consumer the money he owes him.

It is in the consumer's interest to refer to sections **190** to **196** of the Consumer Protection Act (chapter P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.”

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The parties have expressly chosen and expressly agree to draw up the present contract, including all annexes, in English while understanding that the French version must have been given to the Parent beforehand.

### Signatures

_____	_____	_____
Date	Place	Signature of <b>Parent</b>
_____	_____	_____
Date	Place	Signature of <b>Parent</b>
_____	_____	_____
Date	Place	Signature of <b>Provider</b> (authorized person)

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(Consumer Protection Act, section 190)

**RESILIATION FORM**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Transmission date: \_\_\_\_\_

Name and address of childcare service provider

Under section 193 of the Consumer Protection Act, I cancel the childcare service agreement for *(First and last name of Child)*

\_\_\_\_\_ concluded on *(Date)* \_\_\_\_\_ at *(Place)* \_\_\_\_\_.

Name of parent: Last name \_\_\_\_\_ First name \_\_\_\_\_

Address: Number \_\_\_\_\_ Street \_\_\_\_\_ Apartment or Suite \_\_\_\_\_  
Municipality \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_

Name of parent (optional): Last name \_\_\_\_\_ First name \_\_\_\_\_

Address: Number \_\_\_\_\_ Street \_\_\_\_\_ Apartment or Suite \_\_\_\_\_  
Municipality \_\_\_\_\_ Province \_\_\_\_\_ Postal code \_\_\_\_\_

\_\_\_\_\_  
Date Place Signature of **Parent**

\_\_\_\_\_  
Date Place Signature of **Parent**