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| FAnb7mm | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Entente de services de garde à contribution réduite | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | pour un enfant de moins de 5 ans au 30 septembre | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **Loi sur la protection du consommateur,** article 189 et suivants  **Règlement sur la contribution réduite,** article 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | Note – La forme masculine utilisée dans ce formulaire désigne aussi bien les femmes que les hommes lorsque le contexte s’y prête. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| MENTION DU MINISTÈRE DE LA FAMILLE ET DES AÎNÉS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Votre contribution de 7 $ vous donne droit à des services de garde éducatifs de qualité pour une période de dix heures par jour. Votre enfant doit, lorsqu’il est gardé aux heures prévues pour leur distribution, recevoir un repas et deux collations. Il doit bénéficier d’activités éducatives variées, adaptées à son âge et qui visent son développement physique, moteur, langagier, cognitif, affectif moral et social. De plus, le programme éducatif doit viser à donner à votre enfant de saines habitudes de vie et de saines habitudes alimentaires qui influenceront de manière positive sa santé et son bien-être.  Le prestataire peut vous demander une contribution additionnelle pour une sortie, un repas supplémentaire ou un article personnel d’hygiène fourni. Si vous souhaitez que votre enfant participe à une sortie, qu’un repas supplémentaire lui soit servi ou qu’un article personnel d’hygiène lui soit fourni, vous devez alors convenir des services requis et des modalités dans une entente particulière à chacune des situations. De même, si vous avez besoin de plus de dix heures de garde continues pour votre enfant, le prestataire peut vous demander une contribution additionnelle dont les conditions et modalités devront être consignées dans une entente particulière. Vous êtes libre d’accepter ou de refuser ces offres. Si vous refusez, votre enfant doit recevoir l’ensemble des services auxquels il a droit.  Il vous est possible de résilier l’entente de services de garde ou une entente particulière. Les règles applicables ainsi qu’un formulaire à cet effet vous sont fournis. Le prestataire doit vous remettre une copie signée de chacune des ententes conclues avec lui.  Pour de plus amples détails, visitez notre site Internet au <http://www.mfa.gouv.qc.ca> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Prestataire de services de garde : | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Adresse où les services  seront fournis : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Numéro | | | | | | | | | | | | | | | | Rue | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | |
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| Personne autorisée  (le cas échéant) : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Nom de famille | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Prénom | | | | | | | | | | | | | | | | | | |
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| **ci-après désigné le « PRESTATAIRE »** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Et : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Nom du parent : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Nom de famille | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Prénom | | | | | | | | | | | | | | | | | | |
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| Adresse : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Numéro | | | | | | | | | | | | | | | | Rue | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | |
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| **ci-après désigné le « PARENT »** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Concernant la garde de : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Nom de l’enfant : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Nom de famille | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Prénom | | | | | | | | | | | | | | | | | | |
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| Date de naissance : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Année | | | | | | | | | | | | | | | Mois | | | | | | | | Jour | | | | | | | | | | |
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| **ci-après désigné l’ « ENFANT »** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Ministère de la Famille et des Aînés** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| FO-0659 (03-2009) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Page 1 de 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FAnb7mm | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Entente de services de garde à contribution réduite (suite) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 1. Portée de l’entente** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| La présente entente s’applique au **Parent** admissible à la contribution réduite et au **Prestataire** admissible aux subventions prévues à l’article 90 de la Loi sur les services de garde éducatifs à l’enfance. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 2. Description et prestation des services du Prestataire** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **2.1** Pendant la durée de l’entente, le **Prestataire** s’engage à fournir à **l’Enfant** ce qui suit :  Des services de garde éducatifs sur une période continue de garde maximale de dix heures par jour au choix du **Parent** à l’intérieur des heures de prestation de services prévues à la présente entente.  Le matériel utilisé pendant la prestation des services de garde.  Les collations si l’**Enfant** est gardé durant les heures prévues pour leur distribution. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Les collations sont servies vers | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | le matin et vers | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | l’après midi. | | | | | | | | | | | | | | | | | | | | | |
| Le repas du midi ou du soir si l’**Enfant** est gardé durant les heures prévues pour les repas ou, dans les autres cas, le petit déjeuner. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Le repas du midi est servi vers | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | . | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Ou le repas en tenant lieu (souper ou petit déjeuner) est servi vers | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | . | | | | | | | | | | | | | | | | | | | | | | | |
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| **2.2** Les jours et heures de prestation des services sont les suivants : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| ***Jour*** | | | | |  | | | ***Période habituelle*** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | ***Période occasionnelle*** | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Lundi** | | | | | | | | | | | | de | | | | |  | | | | | | | | | | | | | | | | | | | à | | | | | |  | | | | | | | | | | | | | | | | | | | | | |  | | | | | | |  | | | | | de | | | |  | | | | | | | | | à | | | |  | | | | | | | | |  | | | |
| **Mardi** | | | | | | | | | | | | de | | | | |  | | | | | | | | | | | | | | | | | | | à | | | | | |  | | | | | | | | | | | | | | | | | | | | | |  | | | | | | |  | | | | | de | | | |  | | | | | | | | | à | | | |  | | | | | | | | |  | | | |
| **Mercredi** | | | | | | | | | | | | de | | | | |  | | | | | | | | | | | | | | | | | | | à | | | | | |  | | | | | | | | | | | | | | | | | | | | | |  | | | | | | |  | | | | | de | | | |  | | | | | | | | | à | | | |  | | | | | | | | |  | | | |
| **Jeudi** | | | | | | | | | | | | de | | | | |  | | | | | | | | | | | | | | | | | | | à | | | | | |  | | | | | | | | | | | | | | | | | | | | | |  | | | | | | |  | | | | | de | | | |  | | | | | | | | | à | | | |  | | | | | | | | |  | | | |
| **Vendredi** | | | | | | | | | | | | de | | | | |  | | | | | | | | | | | | | | | | | | | à | | | | | |  | | | | | | | | | | | | | | | | | | | | | |  | | | | | | |  | | | | | de | | | |  | | | | | | | | | à | | | |  | | | | | | | | |  | | | |
| **Samedi** | | | | | | | | | | | | de | | | | |  | | | | | | | | | | | | | | | | | | | à | | | | | |  | | | | | | | | | | | | | | | | | | | | | |  | | | | | | |  | | | | | de | | | |  | | | | | | | | | à | | | |  | | | | | | | | |  | | | |
| **Dimanche** | | | | | | | | | | | | de | | | | |  | | | | | | | | | | | | | | | | | | | à | | | | | |  | | | | | | | | | | | | | | | | | | | | | |  | | | | | | |  | | | | | de | | | |  | | | | | | | | | à | | | |  | | | | | | | | |  | | | |
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| **2.3** Le **Prestataire** n’offrira pas de services de garde les jours suivants : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| ***Indiquer la liste des jours de fermeture prévus du service de garde*** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Le **Prestataire** entend réclamer du **Parent**, pour les jours de fermeture indiqués au point 2.3, la contribution réduite de 7 $ pour  un maximum de 13 jours annuellement. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 3. Période de services de garde retenue par le Parent** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **3.1** Le **Parent** retient les services du **Prestataire** pour la garde de son **Enfant** selon les besoins de garde suivants :  Indiquer les jours et les heures qui correspondent au besoin habituel de garde à l’intérieur des heures de prestation de services déclarées du **Prestataire** *(ces heures sont données à titre indicatif)*. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | ***Lundi*** | | | | | | | | | | ***Mardi*** | | | | | | | | | | | | | | | | | | | ***Mercredi*** | | | | | | | | | | | | | | | | | | | | | | | ***Jeudi*** | | | | | | | | | | | | | | | | | | ***Vendredi*** | | | | | | | | | | | ***Samedi*** | | | | | ***Dimanche*** | | | | | | | | | | |
| **de** | | | |  | | | | | | | | | |  | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | |  | | | | | | | | | | |  | | | | |  | | | | | | | | | | |
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| Précision sur la fréquentation *(au besoin)* : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Autre horaire selon des besoins de garde particuliers : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| En raison d’un travail saisonnier ou d’études, le **Parent** déclare avoir besoin de plus de 20 journées de garde par quatre semaines.   *(Cocher au besoin)* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **3.2** Si le **Parent** entend prendre, durant la période de garde convenue, des vacances qui affecteront la fréquentation du service de garde, il doit en informer le **Prestataire** dès que les dates de ces vacances seront déterminées ou conformément au document décrivant l’organisation du service de garde du **Prestataire**. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 4. Montant de la contribution et modalité de paiement** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **4.1** La contribution réduite payable par le **Parent** est de 7 $ (sept dollars) par jour de garde. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Le Parent est admissible à l’exemption du paiement de la contribution réduite. *(Cocher au besoin)* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Le montant total déboursé en vertu de l’entente est de | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | $. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Le premier versement est exigé à la date du début de la prestation des services ou au plus tard le *(lorsque cette date est postérieure à la date de* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| *début des services)* | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | . | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Ministère de la Famille et des Aînés** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| FO-0659 (03-2009) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Page 2 de 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FAnb7mm | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Entente de services de garde à contribution réduite (suite) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 4. Montant de la contribution et modalité de paiement** *(suite)* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **4.2** Le versement de la contribution réduite se fera de la façon suivante : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Chaque semaine  Toutes les deux semaines  Une fois par mois | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Chaque versement sera de | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | $.  Par chèque  Par paiement préautorisé  Par paiement comptant ou direct | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| En cas de chèque sans provision, le **Prestataire** pourra exiger des frais de | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | $. | | | | | | | | | | | | | | | | | | | |
| En cas de retard dans le paiement, un taux d’intérêt de | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | % s’appliquera sur les montants à payer suivant les modalités suivantes : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 5. Retard du Parent** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **5.1** Le **Parent** doit respecter les heures d’ouverture et de fermeture prévues à l’entente. Le **Parent** qui prévoit arriver après l’heure de fermeture prévue à l’entente doit en aviser le **Prestataire** le plus tôt possible. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **5.2** Un montant de | | | | | | | | | | | |  | | | | | | | | | | $ par tranche de | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | minutes de retard après l’heure de fermeture pourra être réclamé par le **Prestataire**. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Le montant est calculé à partir de l’heure de la fermeture soit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | jusqu’au départ de l’**Enfant**. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 6. Fermeture imprévue du service de garde** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **6.1** Si pour des raisons indépendantes de sa volonté, le **Prestataire** doit fermer le service de garde, le **Parent** en sera avisé le plus rapidement possible. Si la fermeture se produit après que l’**Enfant** a été confié au **Prestataire**, le **Parent** doit venir chercher l’**Enfant** à l’endroit désigné par le **Prestataire**. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **6.2**  Le **Parent** doit alors débourser la contribution réduite pour le premier jour de fermeture imprévue. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 7. Absence de l’Enfant** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **7.1** Le **Parent** doit prévenir le **Prestataire** le plus tôt possible de l’absence de l’**Enfant**. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **7.2** Le **Parent** doit débourser la contribution réduite pour les jours d’absence de l’**Enfant**. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 8. Durée de l’entente** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| L’entente entre en vigueur le *(date de la première journée de fréquentation de l’****Enfant****)* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | et se termine le | | | | | | | | | |
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| **Article 9. Résiliation de l’entente par le Prestataire** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **9.1** Le **Prestataire** peut mettre fin à l’entente dans les cas suivants : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Lorsque le **Parent**, malgré qu’il en ait été avisé par écrit par le **Prestataire**, refuse ou néglige de payer la contribution que le **Prestataire** est en droit d’exiger. 2. Lorsque le **Parent**, de façon répétée, ne respecte pas les règles de fonctionnement du service de garde inscrites au document décrivant l’organisation du service de garde qui a été remis au **Parent** et qui est annexé à la présente entente. 3. Lorsque, à la suite d’un plan d’intervention établi en collaboration avec le **Parent** pour répondre aux besoins particuliers de l’**Enfant**, il devient manifeste que les ressources du **Prestataire** ne peuvent répondre, de façon adéquate, à ces besoins particuliers ou que le **Parent** ne collabore pas à l’application du plan d’intervention. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **9.2** Le **Prestataire**, avant de mettre fin à l’entente, doit donner un avis préalable de deux semaines au **Parent**. Cependant, le **Prestataire** peut mettre fin à la présente entente en tout temps et sans avis préalable lorsque la santé ou la sécurité des enfants reçus ou du personnel du service de garde est menacée. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 10. Résiliation de l’entente par le Parent** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Le **Parent** peut mettre fin en tout temps à l’entente en envoyant un avis au **Prestataire** conformément aux dispositions de la Loi sur la protection du consommateur. Un modèle d’avis est fourni à la page 5. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 11. Ententes particulières** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Le **Parent**, en plus des services prévus à l’article 2, désire ajouter les services suivants : | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Entente particulière concernant les sorties organisées dans le cadre des activités éducatives (annexe **A**)  Entente particulière sur la fourniture d’articles d’hygiène (annexe **B**)  Entente particulière concernant la fourniture d’un repas supplémentaire (annexe **C**)  Entente concernant des services de garde pour une période additionnelle (annexe **D**) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 12. Dispositions diverses** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **12.1** La présente entente doit être signée en double exemplaire et les obligations du **Parent** ne débutent que lorsque ce dernier en a reçu une copie signée.  **12.2** La présente entente remplace toute autre entente de services antérieure conclue entre le **Prestataire** et le **Parent** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Ministère de la Famille et des Aînés** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| FO-0659 (03-2009) | | | | | | | | | | | | | | | | | | | | | | | | | Page 3 de 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FAnb7mm | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Entente de services de garde à contribution réduite (suite) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 13. Déclaration du Prestataire** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **13.1** Le **Prestataire** déclare que la présente entente de services de garde est conforme à l’entente prescrite par le ministère de la Famille et des Aînés. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **13.2** La présente entente de services comporte | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | pages et comporte également les documents suivants *(cocher les documents remis au* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ***Parent****)* que le **Prestataire** déclare avoir remis au **Parent** avant que ce dernier n’appose sa signature. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Document décrivant l’organisation du service de garde (régie interne)  Entente particulière concernant les sorties organisées dans le cadre des activités éducatives (annexe **A**)  Entente particulière sur la fourniture d’articles d’hygiène (annexe **B**)  Entente particulière concernant la fourniture d’un repas supplémentaire (annexe **C**)  Entente concernant des services de garde pour une période additionnelle (annexe **D**) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **MENTION EXIGÉE PAR LA LOI SUR LA PROTECTION DU CONSOMMATEUR** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (Contrat de louage de services à exécution successive)  « Le consommateur peut résilier le présent contrat à tout moment en envoyant la formule ci-annexée ou un autre avis à cet effet au commerçant.  Le contrat est résilié, sans autre formalité, dès l’envoi de la formule ou de l’avis.  Si le consommateur résilie le présent contrat avant que le commerçant n’ait commencé à exécuter son obligation principale, le consommateur n’a aucuns frais ni pénalité à payer.  Si le consommateur résilie le contrat après que le commerçant ait commencé à exécuter son obligation principale, le consommateur n’a à payer que :   1. le prix des services qui lui ont été fournis, calculé au taux stipulé dans le contrat; et 2. la moins élevée des deux sommes suivantes : soit 50 $, soit une somme représentant au plus 10 % du prix des services qui ne lui ont pas été fournis.   Dans les 10 jours qui suivent la résiliation du contrat, le commerçant doit restituer au consommateur l’argent qu’il lui doit.  Le consommateur aura avantage à consulter les articles **190** à **196** de la Loi sur la protection du consommateur (L.R.Q., c. P-40.1) et, au besoin, à communiquer avec l’Office de la protection du consommateur ». | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Ministère de la Famille et des Aînés** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| FO-0659 (03-2009) | | | | | | | | | | | | | | | | | | | | | | | | | Page 4 de 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Formule de résiliationLoi sur la protection du consommateur, article 190 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| En vertu de l’article 193 de la Loi sur la protection du consommateur, je résilie l’entente de services de garde pour | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Ministère de la Famille et des Aînés** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| FO-0659 (03-2009) | | | | | | | | | | | | | | | | | | | | | | | | | Page 5 de 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |