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| FAnb7mm | | | | | | | | | | | | | | | | Annexe B | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | Entente particulière concernant la fourniture d’articles personnels d’hygiène | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | **Loi sur la protection du consommateur,** article 206 et suivants  **Règlement sur la contribution réduite,** article 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | Note – La forme masculine utilisée dans ce formulaire désigne aussi bien les femmes que les hommes lorsque le contexte s’y prête. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Entre : | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 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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| **ci-après désigné l’ « ENFANT »** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 1. Portée de l’entente** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Le **Parent** admissible à la contribution réduite et le **Prestataire** ont conclu une entente pour des services de garde éducatifs (entente principale).  Le **Parent** souhaite que son **Enfant** bénéficie des articles personnels d’hygiène fournis par le Prestataire et pour lesquels il encourt des frais. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 2. Description des articles personnels d’hygiène fournis à l’Enfant** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| ***Description de l’article personnel d’hygiène*** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | ***Nombre  d’articles*** |  | ***Prix unitaire*** | | | | | | | | | |  | ***Total*** | | | | |
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|  | | | **Somme totale à débourser par le Parent :** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | 0,00 | | | $ | |  |
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| **Article 3. Modalité de paiement** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Les frais pour les articles requis seront payables le | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | . | | | | | | | | | | | | | | | |
| De la manière suivante : | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 4. Résiliation de l’entente** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Le **Parent** peut mettre fin à la présente entente en tout temps en donnant un avis écrit au **Prestataire**. Celui-ci est alors tenu, dans les 10 jours de la réception de cet avis, de restituer au **Parent** les sommes qu’il a perçues en vertu de l’article 3, déduction faite du coût des biens qu’il a déjà fournis.  Il en va de même lorsque le **Prestataire** désire mettre fin à la présente entente ou lorsqu’il est mis fin à l’entente de services de garde conclue entre les parties. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Ministère de la Famille et des Aînés** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| FO-0659-02 (06-2008) | | | | | | | | | | | | | | Annexe B − Page 1 de 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FAnb7mm | | | | | | | | | | | | | | | | Annexe B (suite) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 5. Signatures** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 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. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **Article 6. Dispositions particulières** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Mention obligatoire lorsque l’obligation totale excède 100 $. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **MENTION EXIGÉE PAR LA LOI SUR LA PROTECTION DU CONSOMMATEUR** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (Contrat accessoire de vente) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| « Le présent contrat est accessoire du contrat de louage de services à exécution successive conclu le | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | *(insérer ici la date de signature de l’entente de services de garde par le parent).* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Le consommateur peut résoudre le présent contrat dans les 10 jours qui suivent :  a) soit la date de la livraison du bien vendu;  b) soit la date où le commerçant commence à exécuter son obligation en vertu du contrat principal mentionné plus haut;  selon l’échéance du plus long terme.  Pour résoudre le présent contrat, le consommateur doit :  a) soit remettre le bien au commerçant;  b) soit envoyer au commerçant la formule de résolution ci-annexée ou un autre avis écrit à cet effet.  Le contrat est résolu, sans autre formalité, dès que le consommateur remet le bien ou expédie la formule ou l'avis au commerçant.  De plus, si le consommateur résilie le contrat principal mentionné plus haut, il peut également résoudre le présent contrat en remettant le bien au commerçant dans les 10 jours qui suivent la résiliation du contrat principal.  Le consommateur ne peut cependant se prévaloir de ce droit s’il a été en possession du bien pendant deux mois ou pendant une période équivalant à 1/3 de la durée prévue du contrat principal, selon la plus courte des deux périodes.  Dans les 10 jours qui suivent la résolution, les parties doivent se restituer ce qu’elles ont reçu l’une de l'autre.  Le commerçant assume les frais de restitution.  Le commerçant assume les risques de perte ou de détérioration, même par cas fortuit, du bien qui fait l'objet du contrat jusqu'à l'échéance du plus long terme prévu pour la résolution.  Le consommateur aura avantage à consulter les articles **208** à **214** 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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| **Signatures** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Date | | |  | Lieu | | | | | | | | | | | | | | | | | | | | | |  | | Signature du **Prestataire** (personne autorisée) | | | | | | | | | | | | | | | | | |
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| **Ministère de la Famille et des Aînés** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| FO-0659-02 (06-2008) | | | | | | | | | | | | | Annexe B − Page 2 de 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Formule de RÉSOLUTIONLoi sur la protection du consommateur, article 208 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| En vertu de l’article 209 de la Loi sur la protection du consommateur, je résilie l’Entente particulière concernant la | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| fourniture d’articles d’hygiène pour | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | conclue le | | | | | | | | | |
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| *Date* | | | | | | | | | | | | | | | | |  | | | | | *Endroit* | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | |
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| Nom du Parent : | | | | | | | | | | | | | | | | | | Nom de famille | | | | | | | | | | | | | | | | | | | | Prénom | | | | | | | | | | | | | |
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| Adresse : | | | | | | | | | | | | | | | | | | Numéro | | | | | Rue | | | | | | | | | | | | | | | | | | | | | | | | | | Appartement | | |
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| **Ministère de la Famille et des Aînés** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| FO-0659-02 (06-2008) | | | | | | | | | | | | Annexe B − Page 3 de 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |