

BOND OF AN APPLICANT FOR A LICENCE UNDER THE LABOUR STANDARDS CODE

Bond No.:

AMOUNT: \$NaN

I, _____ (the "Principal"), of _____, operating as _____, and _____ (the "Surety"), of _____, an insurer licenced under the Insurance Act to write surety and fidelity insurance in Nova Scotia, are held firmly bound unto Her Majesty the Queen in Right of the Province of Nova Scotia, as represented by the Director of Labour Standards (the "Obligee"), in the penal sum of five thousand DOLLARS (\$5,000.00) of lawful money of Canada, to be paid to the Obligee, her successors and assigns. The Principal and Surety jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by this document.

WHEREAS the Principal is applying to the Obligee for a licence under the Labour Standards Code of Nova Scotia (the "Act"), authorizing the Principal to engage in foreign worker recruitment in the Province of Nova Scotia, pursuant to the Act and the General Labour Standards Code Regulations (the "Regulations");

WHEREAS the Principal must provide to the Obligee security on terms and conditions, and in the amount specified in the Regulations, before the Obligee may issue a licence; and

WHEREAS the Regulations make provision for security in the form of a \$5000.00 bond with one or more sureties acceptable to the Obligee;

CONDITIONS:

1. If the Principal is issued a licence, the Principal will have the following obligations on and after the date the licence is issued or renewed:
 - (a) to fulfill, execute, observe and comply with all the terms, conditions and requirements of the law, including the Act and Regulations that apply to the Principal's business;
 - (b) to comply with the provisions of all of the contracts and agreements lawfully entered into respecting the recruitment of a foreign worker; and
 - (c) to fully comply with an Order of the Director made pursuant to subsection 21(3) of the Act.
2. This bond may be forfeited in accordance with clause 21(3A)(a) of the Act, and the proceeds realized may be used to reduce or satisfy the amount recoverable under any Order of the Director made under subsection 21(3) of the Act.
3. The Surety shall, upon being served with
 - (a) a true copy of an Order of the Director made against the Principal for failure to perform the obligations of this bond; and
 - (b) notice of the default of the Principal to pay the Order of the Director, in full,pay to the Obligee the amount of any deficiency in the payment by the Principal, but the Surety shall not be liable to pay more than the amount of the bond, and any payment by the Surety shall reduce the amount of the bond to the extent of that payment.
4. If the Surety intends to terminate the suretyship, it must provide both the Principal and the Obligee with three calendar months prior written notice of such intention, and the obligation of the Surety under the bond, after the effective date of cancellation, shall only be in relation to any failure of the Principal to comply with the Act during the currency of the suretyship.
5. Subject to Section 4, the Surety shall remain obligated under this bond in relation to any failure of the Principal to comply with the Act, if the failure to comply occurs:
 - (a) while the Principal is in possession of a licence, whether active or suspended; and
 - (b) within the six months preceding the receipt of a complaint by the Director of Labour Standards, or the initiation of an inquiry by the Director, in accordance with subsection 21(3D) of the Act.

SEALED with our seals and dated this .

SIGNED, SEALED AND DELIVERED, in the presence of

Witness _____
(As to signature of Principal)

Witness _____
(As to signature of Surety)

Principal _____
(Signature of Principal)

Surety _____
(Signature of Surety)