



## L I C E N C E   T O   E N G A G E   I N F O R E I G N   W O R K E R   R E C R U I T M E N T

**This Licence is Granted to: Male (Daisy) Dong**  
Conditions have been applied to this licence – see reverse side.

**Licence Number: FWRL-89**

*For the business of finding foreign workers for employment in Nova Scotia, or finding employment in Nova Scotia for foreign workers*

*This Licence cannot be transferred or assigned*

**Effective Date: January 17, 2022**

**Expiry Date: January 16, 2025**

*It is illegal to charge fees to workers for helping them find work in Nova Scotia*

Verify the authenticity of this licence at:

[novascotia.ca/lae/employmentrights/FW/LicensedRecruiters.asp](http://novascotia.ca/lae/employmentrights/FW/LicensedRecruiters.asp)

Nova Scotia Labour Standards Division  
1505 Barrington St., 3<sup>rd</sup> Floor  
PO Box 697  
Halifax NS, B3J 2TB

Phone: 902-424-4311  
Toll Free: 1-888-315-0110  
Fax: 902-424-0648  
Email: [LSTFWP@novascotia.ca](mailto:LSTFWP@novascotia.ca)

A handwritten signature in black ink, appearing to read "E. Hartley".

*Director of Labour Standards*

**Licensee: Male (Daisy) Dong**  
**Licence # FWRL-89**

## **Licence Conditions**

1. In these Licence Conditions,
  - (a) words and phrases have the same meaning as they have in the *Labour Standards Code* and the *Labour Standards Code General Regulations* (“Regulations”);
  - (b) “affiliate” means a person other than an agent, partner or employee of the Licensee, whether the person is located or operating inside or outside of Nova Scotia, who has a business relationship with the Licensee to provide services to or for the Licensee that are related to the recruitment of foreign workers;
  - (c) “agent” means a person other than an affiliate, partner or employee of the Licensee, whether the person is located or operating inside or outside of Nova Scotia, who is authorized by the Licensee to act for the Licensee on matters related to the recruitment of foreign workers;
  - (d) “partner” means a person other than an affiliate, agent or employee of the Licensee, whether the person is located or operating inside or outside of Nova Scotia, who carries on the business of recruiting foreign workers in conjunction with the Licensee, with a view to profit;
  - (e) for greater certainty, “recruitment” means recruitment for employment in Nova Scotia.
2. The Licensee must disclose to the Director the names and addresses of all of the Licensee’s affiliates, agents, partners and employees — located inside or outside of Nova Scotia — who assist the Licensee in providing foreign worker recruitment services. The Licensee must update the Director immediately if there is a material change in any of this information.
3. The Licensee must ensure that each affiliate, agent, or partner or employee of the Licensee who assists the Licensee in providing foreign worker recruitment services, complies with the *Labour Standards Code* and Regulations in respect of any recruitment activity, whether performed inside or outside of Nova Scotia.
4. The Licensee, and each affiliate, agent, or partner of the Licensee who provides foreign worker recruitment services, through associated or related activities or businesses carried on by or through the Licensee and such affiliate, agent or partner, shall be treated as a single entity and shall be jointly and severally liable for any contravention of the *Labour Standards Code* and Regulations and any amounts found owing by the Director to a foreign worker by any of them in respect of a contravention of the *Labour Standards Code*

or Regulations, pertaining to the recruitment of the foreign worker, regardless of whether the activities or businesses are or were carried on at the same time.

5. Licensees who are Regulated Canadian Immigration Consultants shall maintain such professional liability insurance coverage as is required pursuant to the authority of the *College of Immigration and Citizenship Consultants Act* (Canada). Further, upon request by the Director, the Licensee shall provide reasonable evidence of such insurance coverage.

6. (1) Any contract between the Licensee and an affiliate, agent, or partner of the Licensee for the provision of recruitment services by the affiliate, agent, or partner must

(a) be in writing;

(b) be provided to the Director within such period as the Director shall specify, upon request by the Director;

(c) must bind the affiliate, agent, or partner of the Licensee who assists the Licensee in providing foreign worker recruitment services, to preserve the rights and interests of any foreign worker, as if the affiliate, agent or partner were

i. the Licensee, and

ii. subject to these Licence Conditions.

(2) Any contract between the Licensee and an employee of the Licensee for the provision of recruitment services by the employee is subject to the requirements in clause 6(1)(a) and (b).

7. (1) In addition to activities prohibited by the *Labour Standards Code* and Regulations, the Licensee must not do any of the following:

(a) in connection with the recruitment or employment of a foreign worker, knowingly use the services of a recruiter or other person who has charged a fee to the foreign worker in contravention of subsection 89B(1) or (2) of the *Labour Standards Code*;

(b) produce or distribute false or misleading information relating to recruitment services or employment for foreign workers or the laws of Nova Scotia or Canada;

(c) misrepresent employment opportunities, including respecting a position, duties, length of employment, wages and benefits or other terms of employment;

(d) threaten deportation or other action for which there is no lawful cause;

(e) take action against or threaten to take action against a person for participating in an investigation or proceeding by any government or law enforcement agency or for making a complaint or inquiry to any government or law enforcement agency.

(2) If the Licensee contravenes clause (1)(a), the Licensee shall be jointly and severally liable to repay the fee charged to the foreign worker by the other recruiter or person in contravention of subsection 89B(1) or(2) of the *Labour Standards Code*.

8. (1) In order to provide foreign worker recruitment services to a person, the Licensee must enter into a contract with the person that

(a) is in writing, and written in clear and unambiguous language;

(b) states the services to be provided;

(c) in the case of services to be provided to an employer, describes the fees and expenses to be charged to the employer and the services for each fee and expense charged;

(d) is to be governed by and interpreted in accordance with the laws of Nova Scotia;

(e) includes a statement that there is a prohibition against charging recruitment fees to foreign workers under *Labour Standards Code*;

(f) includes the name, telephone number, mailing address and email address for the Licensee and any affiliate, agent, partner, or employee who assists the Licensee in providing foreign worker recruitment services; and

(g) contains such terms and conditions as may be required by the Director.

(2) The Licensee shall take reasonable measures to ensure that foreign workers whose first language is not the language of the contract understand the terms and conditions of the contract before they enter into it.

9. If the Licensee is receiving compensation for referring a foreign worker to another person, including a prospective employer, the Licensee must clearly disclose that fact in writing to the foreign worker.