



# PENAL BOND CONSUMER PROTECTION ACT

1. By this instrument, \_\_\_\_\_  
 (applicant for vendor licence)  
 of the \_\_\_\_\_ of \_\_\_\_\_, in the \_\_\_\_\_  
 as Principal and \_\_\_\_\_  
 a body corporate authorized to do business in the Northwest Territories, as Surety, are together with our assigned and successors, jointly and severally bound to pay to the Commissioner of the Northwest Territories the sum of \_\_\_\_\_ dollars.
2. The obligation contained in section 1 is void from the date of this instrument, unless
  - (a) the Principal, of any representative, agent or salesman of the Principal, is convicted of
    - (i) an offence under the *Consumer Protection Act* or any regulation made under that Act, or
    - (ii) an offence involving fraud, theft or conspiracy to commit an offence involving fraud or theft under the *Criminal Code* (Canada);
  - (b) a judgement in respect of a claim arising out of a sale to which Part VII of the *Consumer Protection Act* applies, is given against the Principal or against any representative, agent or salesman of the Principal;
  - (c) the Principal commits an act of bankruptcy, whether or not proceedings have been taken under the *Bankruptcy Act* (Canada); or
  - (d) a decision is rendered by the Director in writing stating in effect that after consideration and investigation of a complaint, he is satisfied that the Principal, of any representative, agent of salesman of the Principal,
    - (i) has violated any provision of the *Consumer Protection Act* or has failed to comply with any of the terms, conditions or restrictions to which his licence is subject or is in breach of contract, and
    - (ii) has departed from the Territories of being out of the Territories remains out of the Territories, or departs from his dwelling house of otherwise absents himself,

and any conviction, judgement, order or decision referred to in paragraphs (a) and (d) has become final by reason of lapse of time or of having been confirmed by the highest court to which any appeal may be taken.

3. (1) A party intending to cancel this bond shall give the Director written notice of the cancellation.  
 (2) Notice of the cancellation may be mailed to the Director, Community Operations Division, Department of Municipal and Community Affairs, Government of the Northwest Territories, #600-5201-50<sup>th</sup> Avenue, Yellowknife, NT X1A 3S9
4. Where a notice has been given pursuant to subsection 3(1), this bond shall have not effect with respect to any act or thing occurring ninety days after the day that the Director receives the notice.
5. The Director may give notice of forfeiture of this bond within two years of the right of forfeiture arising.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

Signed, Sealed and Delivered in the presence of	}	_____ (SEAL)
	}	(Principal)
_____	}	
(Witness)	}	Surety _____
Signed, Sealed and Delivered in the presence of	}	per _____
	}	(CORPORATE SEAL)
_____	}	
(Witness)	}	per _____