

Terms and Conditions

Last Updated: August 15, 2024

Welcome to the website of 2521059 Ontario Inc. DBA New North Greenhouses and New North Lights. By accessing or using our website, you agree to comply with and be bound by the following Terms and Conditions. Please read these carefully before using our site or engaging with our services.

1. Pricing and Availability

- All pricing listed on our website or via estimate is subject to change without notice. We reserve the right to modify prices at any time without prior notification.
- Product availability may change due to various factors, and we do not guarantee the availability of any product or service.

2. Liability for Damages

- 2521059 Ontario Inc. DBA New North Greenhouses and New North Lights shall not be held liable for any damages that occur to a client's home, property, or belongings as a result of the services we provide. By agreeing to our services, you acknowledge that you assume all risks related to the installation, maintenance, and takedown of lighting and other services.

3. Free Storage

- Free storage of holiday lights and related items is offered to customers who renew their service with New North Lights for the following season, either before or after the takedown has occurred.
- Clients may be subject to a container fee associated with the material cost of storage materials (ie Rubbermaid bins) required to store their holiday lights.
- Customers who do not renew their service for the following season are not eligible for free storage, and additional storage fees may apply.

4. Free Maintenance

- Our free maintenance service does not include snow removal, or any damages caused by winter storms, acts of God, or damages created by the customer.
- The free maintenance guarantee is offered at the sole discretion of New North Lights. We reserve the right to determine what constitutes acceptable conditions for maintenance services.

5. Intellectual Property

- All content, materials, and intellectual property displayed on this website are the property of 2521059 Ontario Inc. DBA New North Greenhouses and New North Lights unless otherwise noted. Unauthorized use, reproduction, or distribution of our content is prohibited.

- All rights reserved.

6. Governing Law

- These Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflict of law provisions.

7. Modifications to Terms

- We reserve the right to modify these Terms and Conditions at any time. Any changes will be posted on this page, and your continued use of the website following the posting of any changes constitutes your acceptance of such changes.

8. Contact Information

- For any questions or concerns regarding these Terms and Conditions, please contact us at lights@newnorthgreenhouses.ca

9. Installation Process and Client Responsibilities

- The client is responsible for providing access to the installation site, including ensuring that the area is safe and clear of hazards for the installation team. Any delays caused by the client's failure to provide access may result in additional charges.
- It is the client's responsibility to ensure that their home or property's electrical system is in good working condition and capable of handling the installed lights. New North Lights will not be liable for any electrical issues that arise during or after installation due to pre-existing conditions.

10. Cancellation and Refund Policy

- Cancellations must be made at least 10 days before the scheduled installation to qualify for a full or partial refund, as determined at the discretion of New North Lights. Cancellations made less than 10 days before the scheduled installation may be subject to a cancellation fee and/or loss of deposit.
- For greater clarity, deposits are non-refundable in the event a cancellation occurs less than 10 days prior to installation appointment (i.e. scheduled date of installation).
- No refunds will be issued after the installation or takedown has occurred, except in cases where New North Lights fails to fulfill the contracted services.

11. Warranty and Limitations

- New North Lights provides a 24-month limited warranty on all lighting products and installation services. This warranty covers defects in materials and workmanship but excludes damage caused by improper use, neglect, or external factors such as weather conditions.

- Warranty claims must be made within the warranty period and will be reviewed on a case-by-case basis. The decision to repair, replace, or issue a refund for defective items is at the sole discretion of New North Lights.

12. Force Majeure

- New North Lights shall not be held liable for any failure or delay in performing services due to circumstances beyond our control, including but not limited to acts of God, natural disasters, weather conditions, power outages, and government restrictions.

13. Termination of Services

- New North Lights reserves the right to terminate services for any client who violates these Terms and Conditions, engages in abusive or illegal behavior, or otherwise creates an unsafe or unsatisfactory work environment. No refunds will be issued in cases of service termination due to client violations.