

Smiths' Apples

Terms of Service & Booking Policies

Effective Date: July 24, 2026

Please review these Terms carefully. By booking a service with Smiths' Apples, you agree to the policies set out below.

1. Introduction

Welcome to Smiths' Apples.

These Terms of Service ("Terms") govern your use of the Smiths' Apples website and your purchase of our seasonal porch and entrance decorating services, including pumpkin display design, installation, and related add-on services.

In these Terms, "Smiths' Apples," "we," "us," and "our" refer to Lake Huron Farms Ltd., carrying on business as Smiths' Apples.

By visiting our website, requesting a quote, or booking or purchasing a service from us, you confirm that you have read, understood, and agree to be bound by these Terms.

2. Our Services

Smiths' Apples designs and installs seasonal pumpkin displays for residential porches and entrances, along with optional decorative add-ons and optional end-of-season pumpkin removal.

Each display is arranged on-site by our team to suit the size, style, and layout of your specific entrance or porch.

3. Booking & Payment

Bookings are made through our online booking system.

Payment in full is due at the time of booking.

Once payment has been successfully processed, you will receive a confirmation email and your booking will be considered confirmed.

If a payment is declined, reversed, or otherwise fails to process, Smiths' Apples may cancel or decline the booking until payment is received in full.

4. Pricing

All prices are listed in CAD and do not include applicable taxes unless stated otherwise.

Prices shown on our website may change at any time without notice. Once a booking is confirmed, however, the price quoted at booking will be honoured for that booking.

Add-on items, such as decorative accents or pumpkin removal, are priced separately unless bundled into a stated package price.

Smiths' Apples reserves the right to correct any pricing errors that appear on the website or in a quote, and to update prices at any time before a booking is completed.

Chargebacks, disputed payments, or suspected fraudulent transactions may result in cancellation of the associated booking and any other remedies available to us under applicable law.

5. Installation Scheduling

Installations take place during the seasonal window announced each year.

Scheduling may be adjusted for reasons including:

- Weather conditions
- Delays in receiving pumpkins or materials from suppliers
- Traffic or transportation delays
- Staffing availability
- Safety concerns at the installation site
- Other circumstances reasonably outside our control

We will make reasonable efforts to notify you of any change to your scheduled installation.

6. Customer Responsibilities

When booking with us, you agree to:

- Provide safe, clear access to the porch or entrance area
- Keep walkways and steps reasonably free of hazards
- Remove personal items from the installation area beforehand
- Share any gate codes or access instructions we may need
- Tell us about anything on-site that could affect installation

If safe access is not available, we may need to postpone your installation.

7. Property Access

By booking our services, you authorize Smiths' Apples to enter your property to complete the agreed-upon installation.

If no one is home at the scheduled time, we may still complete the installation provided you have arranged safe access in advance.

8. Design & Creative Discretion

Every display is designed and arranged by our team. Photos and examples shown on our website and social media reflect the general style and quality of our work, not an exact match for any individual installation.

Decisions about pumpkin placement, arrangement, colour balance, and overall styling are made at our professional discretion.

Because we work with natural materials and every property is different, no two installations will look exactly alike.

9. Pumpkins & Natural Variation

Pumpkins are a natural, agricultural product. Variation in size, shape, colour, texture, and surface markings is normal and expected — these are not defects.

Availability of specific varieties, colours, or sizes depends on the season's harvest. If a particular pumpkin type is unavailable due to crop conditions, supplier shortages, or similar circumstances, we may substitute pumpkins of comparable size, colour, and quality while keeping the overall look of your chosen display. A substitution of this kind is not considered a change to the service you purchased.

10. Pumpkin Care & Longevity

How long pumpkins last depends on factors like temperature, rainfall, sun exposure, humidity, and wildlife activity — all of which are outside our control. We cannot guarantee how long your pumpkins will hold their appearance after installation.

We're happy to share basic care tips to help your display last as long as possible.

11. Weather-Related Delays

We prioritize the safety of our installers and the quality of every display. If severe weather or unsafe conditions make installation impractical, we will reschedule for the earliest practical date.

A weather-related delay is not a cancellation and does not entitle you to a refund.

12. Wildlife & Environmental Factors

Because pumpkins are natural products left outdoors, they may attract squirrels, raccoons, deer, birds, insects, or neighbourhood pets.

Smiths' Apples is not responsible for damage caused by wildlife, insects, pets, frost, heat, heavy rain, wind, mould, or similar natural conditions.

13. Changes After Installation

Once your display is installed, requests for redesigns, added pumpkins, relocation, or other changes may be accommodated at our discretion and may involve an additional fee.

14. Removal Service

Pumpkin removal is available as an optional add-on at booking. If purchased, we will remove your display during our scheduled seasonal removal period.

If you did not purchase removal, you're responsible for disposing of the pumpkins and any decorative materials once the season ends.

15. Cancellations & Refunds

Once a booking is confirmed, it is final and not eligible for a refund.

Requests to change your installation address or booking details should be made as early as possible. We'll do our best to accommodate them, but changes cannot be guaranteed once pumpkins, materials, or routes have been finalized for your area.

If we need to postpone an installation due to weather or other conditions beyond our control, we will reschedule at the earliest practical opportunity. This is not treated as a cancellation and does not entitle you to a refund.

16. Photography & Marketing

We may photograph completed installations to use on our website, social media, and other marketing materials.

Unless you tell us otherwise in writing before your installation, you agree to let us photograph your completed display for these purposes. We will never publish your name, address, or other personal details without your permission.

17. Intellectual Property

Everything on the Smiths' Apples website — photos, graphics, logos, branding, written content, collection names, and layout — belongs to Smiths' Apples or its licensors and is protected under applicable copyright and trademark law.

Our name, logo, and original website content may not be copied, reproduced, or reused for commercial purposes without our prior written permission.

Nothing in these Terms gives you any right to use our intellectual property without that written permission.

18. Website Content

Photos on our website show examples of past work and are meant to illustrate our general style, not guarantee an identical result. Because every installation uses natural materials and is tailored to the property, your display will vary from what's shown online.

19. Limitation of Liability

To the fullest extent the law allows, Smiths' Apples, Lake Huron Farms Ltd., and our owners, staff, and contractors are not liable for indirect, incidental, consequential, or punitive damages connected to our website or services.

Without limiting the above, we are not responsible for losses caused by:

- Weather or environmental conditions
- Wildlife, insects, or pets
- Natural deterioration of pumpkins or décor
- Delays outside our reasonable control
- Pre-existing conditions of your property
- Actions or omissions by the customer

Our total liability for any claim relating to our services will not exceed the amount you paid for the specific service giving rise to the claim.

20. Indemnification

You agree to defend and hold Smiths' Apples, its owners, staff, and contractors harmless from any claims, damages, or costs (including reasonable legal fees) arising from:

- Your breach of these Terms
- Misuse of our website or services
- Your negligence or intentional misconduct
- Inaccurate information or instructions you provided to us

21. Privacy

We collect personal information through our website and booking process only to process bookings, communicate with you, deliver our services, process payment, improve our website, and meet legal requirements.

See our Privacy Policy for full details on how we collect, use, and protect your information.

22. Force Majeure

We are not liable for any delay or failure to perform caused by events beyond our reasonable control, including:

- Severe weather or natural disasters
- Fire or flood
- Crop failure or supplier shortages
- Transportation disruptions
- Labour disputes
- Government restrictions or public health emergencies
- Other events beyond our reasonable control

In these situations, we may postpone, reschedule, modify, or cancel services as reasonably necessary.

23. Governing Law

These Terms are governed by the laws of Ontario and the applicable laws of Canada.

Any dispute relating to these Terms or our services will be handled exclusively in the courts of Ontario.

24. Changes to These Terms

We may update these Terms at any time. The most current version will always be posted on our website with its effective date.

Continuing to use our website or services after changes are posted means you accept the updated Terms.

25. Contact Us

Smiths' Apples

Operated by Lake Huron Farms Ltd.

Email: info@smithsapples.com

Website: www.smithsapples.com

Questions about these Terms or our services? Reach out using the contact information above.

Thank you for choosing Smiths' Apples.

We appreciate the chance to bring a little seasonal charm to your porch.