

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **www.silvercreekbees.ca** (the "Site"). This Site is owned and operated by Suzanne Wiebe. This Site is a beekeeper website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

### **Intellectual Property**

All content published and made available on our Site is the property of Suzanne Wiebe and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **User Contributions**

Users may post the following information on our Site:

- Public comments.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

### **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### **Sale of Goods And Services**

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Nucs,;
- Queens;
- Bees and Hives;
- Packaged and Bulk Honey; and
- Packaged and Bulk Pollen.

The following services are available on our Site:

- Workshops and Training; and
- Swarm Catching.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Payments**

We accept the following payment methods on our Site:

- Credit Card;

- PayPal;
- Debit; and
- e-transfer.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

**Shipping and Delivery**

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and statutory holidays.

You will not be charged for the delivery of the goods you purchase on our Site.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

**Refunds**

**Refunds for Goods**

Refund requests must be made within \_\_\_\_ days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- No Refund or Exchange for Biosecurity Purposes.

Refunds do not apply to the following goods:

- Nuc;
- Bees and Hives;
- Queens;
- Honey; and
- Pollen.

#### Refunds for Services

We provide refunds for services sold on our Site as follows:

- No Returns for Biosecurity purposes.

#### Returns

Returns can be made by mail. To return a good by mail, follow the following procedure:

No Returns.

#### Consumer Protection Law

Where the *Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

#### Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

**Limitation of Liability**

Suzanne Wiebe and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

**Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Suzanne Wiebe and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

**Applicable Law**

These Terms and Conditions are governed by the laws of the Province of Ontario.

**Additional Terms**

- This website is not meant to offer coaching, consulting, or teaching services. All information on this website is for entertainment purposes. You are responsible for how you use the information and educational resources on this website.;
  
- We are not responsible for bees once they are placed in your vehicle. You have the right to inspect bees before you accept the bees.; and
  
- \_\_\_\_\_  
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**Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

(519) 902-4739

john@silvercreekbees.ca

48441 Jamestown Line

You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of January, 2025