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Terms & Conditions

In these Conditions: "Buyer" shall mean the person, organisation, firm or company from whom orders are received by Jessamy Kelly Glass. "Seller" shall mean Jessamy Kelly Glass. "Goods" shall mean products or services offered by the Seller, as laid down in this agreement or in the purchasing of a product from this website. "Order" shall mean an order placed by the Buyer with the Seller, specifying the Goods to be supplied by the Seller for a price. This is a business transaction into which both parties are freely entering.

1. Copyright:

Jessamy Kelly Glass (Seller) retains copyright and all reproduction rights in the Work, unless otherwise agreed in writing by Jessamy Kelly Glass (Seller) and the Buyer. All work is designed, made, decorated and hand finished by Jessamy Kelly.

Pieces are individually hand-made, each one is unique with it's own qualities, and therefore minor variations in size and form are to be expected. Small bubbles are an inherent part of the glassmaking process and whilst best efforts are made to keep them to a minimum, they cannot be completely eradicated.

2. Completion

2.1 The Seller will take all reasonable steps to secure completion and delivery by the date required but if completion or delivery of the work is delayed for any reason outside the control of the Seller, the Seller shall inform the Buyer as soon as practicable of such delay and the Seller be entitled to a reasonable extension of time.

2.2 The Buyer shall within 3 days of the delivery or collection of the Goods examine them to ensure that the Goods satisfy the specification and requirements as contracted with the Seller and notify the Seller in writing of any failure of the Goods to meet such specification or requirements. If the Seller receives no such written notice within the mentioned 3-day period, the Buyer shall be deemed to be satisfied with the Services/Goods supplied.

2.3 On delivery of Goods, the Buyer shall examine the goods immediately for defects and completeness. No claim for defects, damage or loss in transit or shortage in delivery will be entertained unless the Buyer serve a written notice within 3 days of the date of the delivery stating in details the reason for the claim. In the case of damage or loss of Goods or shortage of delivery, the Buyer must give a written notice in the similar manner to the carrier or the Seller within 3 days of the date of delivery. In all cases, stating "received unexamined" or similar in the Seller's delivery notice shall not alter the effect of this condition.

2.4 In the case of unsatisfactory Goods notified to the Seller by the Buyer within the aforementioned 3-day period, the Buyer will return the specified Goods to the Seller. The Sellers' liability for damages or non delivery of Goods duly notified in accordance with clauses 2.2 and 2.3 shall in any event be limited to the repair or replacement of the Goods within a reasonable time or, at the Seller's absolute discretion, the direct proportional value of the part of the Price which represents the damaged or lost Goods.

3. Risk & Title:

The Seller shall not in any circumstances be liable, whether in contract or tort, to the Buyer for any indirect or consequential loss or damage or for any claim against the Buyer by any third party. The risk of goods shall pass to the Buyer upon delivery. Ownership of the work is retained by the Seller until full payment of the purchase price is made.

4. Cancellation:

In the event of the Buyer cancelling a part of the order, the Seller reserves the right to revise the price for the part of the Goods or Services already produced.

5. Payment terms:

Payment to be made to the Seller by the Buyer up front via the website pay options.

6. Governing Law:

All contracts between the parties are governed by English law. Any dispute will be subject to the jurisdiction of the English courts. In the event that there shall be a final adjudication that any provisions or provision of this Agreement is, are or shall be invalid, illegal or contrary to public policy such adjudication shall not affect any of the other provisions of this Agreement which other provisions shall continue in full force and effect.