



TERMS AND CONDITIONS

GENERAL

This website is created, owned and operated by Roberta Mason Art Glass. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitor unique handmade artwork. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

KEY COMMERCIAL TERMS OFFERED TO CUSTOMERS

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the payment process which is executed through email, bank transfer, cash payment and/or TransferWise.

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing can be obtained by inquiring via email: roberta@robertamasonartglass.com.

RETURN AND REFUND POLICY

Each original artwork is handmade; this is what makes each piece unique! No original can be recreated.

Colour in actual item may appear slightly different than what is viewed on your computer/phone screen. We do our best to match what you see to online to the originals, but it is difficult for us to compensate for everyone's personal computer/phone display settings.

Commission orders with special colour requests are always shown for approval before shipment.

NO refunds or exchanges on items. Should damage occur in shipment, the buyer must provide proof of in-shipping damages. Contact us for any special circumstances at roberta@robertamasonartglass.com.

RETENTION OF RIGHT TO CHANGE OFFERING

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

OWNERSHIP OF INTELLECTUAL PROPERTY, COPYRIGHTS AND LOGOS

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RIGHT TO SUSPEND OR CANCEL USER ACCOUNT

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

INDEMNIFICATION

You agree to indemnify and hold Roberta Mason harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall Roberta Mason, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Roberta Mason assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

RIGHT TO CHANGE AND MODIFY TERMS

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

PROMOTIONAL EMAILS AND CONTENT

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time at roberta@robertamasonartglass.com.

PREFERENCE OF LAW AND DISPUTE RESOLUTION

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of The United Kingdom, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Cornwall. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.