

## E&M Glass Terms and Conditions of sale

These terms and conditions form the basis on which you can purchase from us with First of March. Please read them carefully as they contain important information. Sales are subject to availability. Refunds are subject to the terms and conditions outlined in the Cancellation and Refund policy listed below.

If you have any specific requirements, questions concerning our glass art, please notify us before purchasing. Every effort will be made to accommodate your needs.

### General terms and conditions

E&M Glass is owned and operated by Margaret, Ed, Charlie and Amelia Burke of The Studio, Sarn, Malpas, SY14 7LN. If you have any queries about these terms and conditions or if you have any comments or questions, you can contact us at [info@emglass.co.uk](mailto:info@emglass.co.uk) or 01948 770 464.

### The contract between us

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched. Only at this point is a legally binding contract created between us.

### Acknowledgement of your order

You will receive an email confirmation of your purchase once it has been processed from First of March to E&M Glass Ltd.

We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

### Accuracy of content

We have taken care in the preparation of the content of our art work, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the

goods or their prices as advertised on this website. Any dimensions and capacities given about the goods are approximate only.

### Availability

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

### Price

The prices payable for goods that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, and offer to sell you the goods of the specification and description at the price stated in the email and will state in the email the period for which the offer or the price remains valid.

### Payment terms

Payment will be taken upon receipt of your order from your credit, debit card or payment method provided through First of March. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have. We can only guarantee your order once we have received payment.

Your details entered in the order form will be used for the purposes of your order only.

### Delivery charges

Delivery charges vary according to the type of goods ordered.

### Delivery

Our delivery charges are quoted to you at the time of order via email.

Please note that if you live outside of UK mainland, we would like you to contact us before purchasing to confirm delivery costs and access to the delivery destination.

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed and therefore time is not of the essence. In any event, we will aim to deliver your goods within 4-6 weeks of receiving your confirmed order. If delivery is delayed beyond this time, we will contact you and either agree a mutually acceptable alternative date, or offer you a full refund.

You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

#### Risk and ownership

Risk of damage to or loss of the goods passes to you at the time of delivery to you. If you choose to use your own courier then the risk passes to you as soon as the goods are handed to your courier. You will only own the goods once they have been successfully delivered.

#### Cancellation rights

Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134 you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of goods mentioned below). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

The following notice is required in the event of the need to cancel your order:

Termination of order within 48 hours after purchasing will entitle you to an 100% refund.

Termination of order more than 14 days after purchase, you will not receive a refund unless E&M Glass have stated otherwise in personal communications, in writing.

All cancellations and other changes to your order must be made by email or telephone. [info@emglass.co.uk](mailto:info@emglass.co.uk) or 01948 770 464.

We reserve the right to make modifications and amendments to our artwork where it is considered realistically necessary.

You cannot cancel your order if the goods you have ordered are made to your specifications or are clearly personalised, if it's newspapers or magazines or if you have taken any audio or video recording or computer software out of the sealed package in which it was delivered to you.

If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

Once you have notified us that you are cancelling your order, and we have either received the goods back in acceptable condition, we will refund any sum debited by us from payment method within 14 calendar days.

We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you (for example using or wearing the goods prior to cancellation).

#### Cancellation by us

We reserve the right not to process your order if:

We have insufficient stock to deliver the goods you have ordered;

We do not deliver to your area; or

One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

We will always endeavour to keep you informed via email if there are any issues with your order.

#### If there is a problem with the goods

If you have any questions or comments about the goods please contact us. You can do so at [info@emglass.co.uk](mailto:info@emglass.co.uk) or 01948 770 464.

We are under a legal duty to supply goods that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

If you wish to exercise your legal rights to reject goods which do not conform with the Act you must either return them in person to where you bought them, post them back to us, or (if they are not suitable for posting) or allow us to collect them from you. We will pay the cost of postage or collection.

#### Liability

Unless agreed otherwise, if you do not receive goods ordered by you within 6 weeks of the date on which you ordered them and decide to cancel the order rather than re-arrange delivery, we will provide you with a full refund.

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our

obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence. You have certain rights as a consumer including legal rights (e.g. under the Act) relating to faulty and/or misdescribed goods.

### Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at E&M Glass, The Studio, Sarn, SY14 7LN and all notices from us to you will be displayed on our website from time to time.

### Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

### Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

### Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.