

Terms and Conditions

PAL Entertainments Limited (referred to as "we", "our" and "us") are the operators of this website. As a user of this website (referred to as "you" and "your") you acknowledge that your use of this website, including any order you make, is subject to our terms and conditions below.

Please read through these terms and conditions carefully and print a copy for future reference.

We may change these terms and conditions at any time (but not in relation to orders that have been sent to us). Any changes will take effect on the date they are posted onto this website. Your continued use of this website will be subject to the then current terms and conditions.

For the purposes of these terms and conditions a "Consumer" means anyone acting other than in the course of business

1. Privacy
 1. You acknowledge and agree to be bound by the terms of our privacy policy.
2. Service availability
 1. We currently only accept orders from within the UK.
3. Your status
 1. By placing an order through this website as a Consumer, you warrant to us that:
 1. You are legally capable of entering into binding contracts.
 2. You are at least 18 years old.
 3. You are accessing our website from within the UK.
4. Goods
 1. To avoid confusion, a reference to "goods" in these terms and conditions includes but is not limited to dancewear and regulation wear.
 2. Back Order Goods are goods which are not available at the time of despatch and are therefore placed on back order. They are not invoiced, and they are not charged at the date of the order. They are invoiced and charged on the date of despatch.
5. The order process.
 1. When you place an order, you confirm that all details provided are accurate and you have permission to provide them. You enter a contract with PAL Entertainments Limited when you place an order. Payment will be taken when the order is processed, and the order will be completed as per your selected shipping method. You will receive an email confirming your order, with subsequent emails informing you of despatch of your goods. Please check all details are correct, including ordered items and address details. Should you need to amend your order, please contact Customer Services on louise@imaginewear.co.uk.
 2. Before you submit an order (by clicking the go to checkout button) you will have an opportunity to identify and correct any input errors in your order.
 3. After you submit an order, we will give you an Order Reference Number and we will give you details of the goods you have ordered. We will send the same details to you in an email to the email address you provided when you registered an account with us. This email will be an acceptance of your order. Our acceptance of this order will bring into existence a legally binding contract between us.
 4. We do not file details of your order for you to subsequently access directly from our website. Therefore, please print out your acknowledgement of order for your future reference.
 5. Many of our dance shoes come in either European or US sizes which we convert into English UK sizing for your convenience. We will also show a conversion where

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possible. Please note the size you ordered may not match the size on the box, but it is the correct converted size. Please try on both shoes to ensure correct fit.

6. The contract with us

1. Payment must be made in line with Clause 7.7.

7. Price

1. The price payable for goods that you order are as set out in our website (except in cases of obvious error) and are in UK pounds.
2. If you are purchasing goods from this website as a Consumer (as defined in clause 3.1) then the price payable under clause 7.1 will be inclusive of any VAT payable.
3. You will be required to pay extra for delivery at the rates set out separately below.
4. The total cost of your order will be the price of the goods you order, plus any applicable delivery charge. All these will be set out clearly in your Cart (as such term is used in this website) before you submit your order.
5. Prices, offers and goods are subject to availability and may change before (but not after) we accept your order. However, we are under no obligation to provide any goods to you at an incorrect price, even after we have sent you an acceptance of order, if the pricing error is obvious and unmistakable and would have reasonably been recognised by you as a mispricing.
6. We always try and ensure that the information and prices on our website are accurate and up to date, however, errors can occur. If we discover an error in price or description of a good ordered by you, we will tell you as soon as possible and ask you whether you wish to reconfirm your order at the correct price or cancel it. If we are unable to contact you, we will treat your order as cancelled.
7. If you are buying goods from this website as a consumer payment for all products must be by credit or debit card. We accept payment with Visa, Mastercard, Switch, Solo, Visa Electron and PayPal.
8. Availability of stock cannot be guaranteed and PAL Entertainments Limited accepts no liability for consequential loss due to late deliveries from us or our suppliers. Items over the value of £5.00 which are not available at time of order will be placed on back order, unless otherwise stated. No items will be placed on back order for International customers. PAL Entertainments Limited reserve the right to adjust this value at any time.

8. Delivery

1. We will deliver the goods ordered by you to the address registered against your account at the time you make your order by using the courier service. All deliveries must be signed for by someone aged 18 years or over. Please make sure you keep the receipt enclosed with your goods.
2. Unless stated otherwise, where ordered goods are in stock, they are delivered within 5 working days (i.e., Monday to Friday inclusive, but excluding English bank holidays) from the time we accept your order. In any event, unless stated otherwise, your order will be delivered within 30 days of your order being placed. We shall not be under any liability to you for our failure to deliver the goods to you within 30-days of your order because they are unavailable or for other reasons beyond our reasonable control.
3. If any part of your order is 'out of stock' then all goods that are 'in stock' will be delivered to you with an invoice detailing the estimated delivery date for the 'out of stock' goods. If your order consists entirely of 'out of stock' goods, then we will contact you to let you know and provide you with an estimated delivery date for them. The out-of-stock goods will then be placed on the Back Order system (see Clause 4.2)
4. You will become the owner of the goods you have ordered once we have received payment for all such goods from you. Once the goods have been delivered to you,

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they will be held at your own risk and we will not be liable for their loss or destruction. As such you should ensure you are adequately insured against any damage or loss that may occur to the goods.

5. All parcels received must be checked at the time of delivery. Only the number of boxes received should be signed for. Any damaged parcels received should be signed for as damaged, and photographs should be taken of the damaged parcel to substantiate any claim.

9. Delivery Charges

1. Our delivery charges depend on the value of your order. When you add goods to your Cart (as such terms is used in this website), the appropriate delivery charge will be added automatically and will be clearly set out. If you add additional items, please double check the charge by clicking "update".

10. Missing, damaged or incorrect orders

1. If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us of the problem by emailing the address noted in clause 11.3.1 or writing to us at the address noted in clause 11.3.2. Therefore, upon receipt of your goods you should inspect your goods to ensure they have not been damaged in transit, and they are what you ordered, and the delivery is of a correct quantity. To assist us, and to minimise any delays, in addressing your problem you should report any problem (please quote your invoice number when contacting us) within 24 hours of the delivery of the goods in question. Not doing this may lead to delays in addressing your problem.

11. Your right to cancel your contract.

1. You may cancel your contract with us for the goods you order at any time up to the end of the fourteenth day from the date you receive the ordered goods. You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.
2. You cannot cancel your contract if:
 1. You return the goods without proof of purchase.
 2. You return goods which are not in their original condition.
 3. You return goods which you have incorrectly washed.
 4. The goods are special order goods or reduced/sale goods.
 5. The goods are made to your specification or have been personalised.
 6. By reason of their nature the goods cannot be returned.
 7. To cancel your contract, you must notify us in writing by:
 1. Emailing us at returns@imaginewear.co.uk
 2. Writing to us at PAL Entertainments Limited, Marsh End, Low Street, Brotherton, North Yorkshire, WF11 9HQ.
 3. If you have received the goods before you cancel your contract then, unless under clause 11.2 you do not have a right to cancel, you must send the goods back to us at the address noted in clause 11.3.2 at your own cost and risk. You must take reasonable care to see the goods returned to us are not damaged in transit. We therefore recommend that you return the goods to us using Royal Mail's registered post or using a reputable courier (in each case please ensure the goods are insured to their replacement value). We will not accept liability for goods that are damaged in transit and recommend you ensure the goods are sufficiently packaged to prevent this happening. The goods must be complete and in an 'as new' condition. If you have opened the box or packaging to examine the goods you must have done so using reasonable care. The goods

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should be returned with the original accessories and, where possible, the original box and packaging.

4. If you cancel your contract, but we have already processed the goods for delivery, you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address noted in clause 11.3.2 at your own cost and risk as soon as possible. Again, you must take reasonable care to see the goods returned to us are not damaged in transit. We therefore recommend that you return the goods to us using Royal Mail's registered post or using a reputable courier (in each case please ensure the goods are insured to their replacement value). We will not accept liability for goods that are damaged in transit and recommend you ensure the goods are sufficiently packaged to prevent this happening.
5. Once you have notified us that you are cancelling your contract, any sum debited by us from your debit or credit card will be re-credited to your account as soon as possible and in any event within 30 days of your cancellation. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

12. Return of faulty goods.

1. In the unlikely event of a fault with your goods please contact our support staff by emailing: louise@imageinewear.co.uk.
2. Our support staff will discuss the alleged fault with you. If your goods need to be returned to us, our support staff will give you further instructions. Please also enclose with the return package a written description of the alleged fault in the goods. The return to us of the allegedly faulty goods will be at your own cost and risk. We therefore recommend that you return the goods to us using Royal Mail's registered post or using a reputable courier (in each case please ensure the goods are insured to their replacement value). We will not accept liability for goods that are damaged in transit and recommend you ensure the goods are sufficiently packaged to prevent this happening. When returning the goods to us please do not use a premium courier service (e.g., same day delivery) because we will only refund to you your reasonable direct costs of delivering the goods to us if the fault is verified.
3. Upon receipt of the allegedly faulty goods, they will be extensively tested for the reported fault. If after testing we verify the fault (or you have the fault verified by an independent expert) we will refund the reasonable direct costs of delivering the faulty goods to us and we will offer you either a refund, repair or exchange as is reasonable in your specific circumstances.
4. However, if we cannot verify the fault (or you cannot have the fault verified by an independent expert) or prove the goods are not faulty, the returned goods will be returned to you. You will be responsible for our reasonable direct costs for the return of the goods to you in such circumstances. We reserve the right to charge you a fee for our time in diagnosing a purported fault where we can show you that the goods are not faulty.
5. To qualify for a refund or exchange of the goods:
 1. You must give us proof of purchase (e.g., a receipt, cheque stub or credit or debit card receipt); and the goods must otherwise be in an 'as new' condition and complete with any original accessories (and, if possible, the original box and packaging (if any)).
6. Please return the goods to us at the address noted in clause 11.3.2 or such other address provided by our support staff.

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7. We will not repair, exchange, or refund goods whose fault was caused through accident, neglect, misuse or normal wear and tear.
8. Please note that garments which are not regular stock items will not be accepted back for credit. For reasons of hygiene, we are unable to exchange or credit hats, wigs, hair accessories or underwear even if returned unworn. Where a product has a hygiene sticker warning that the product cannot be returned once the sticker is removed, a refund or exchange will not be given if the seal is broken except in accordance with legal rights. Tights may not be returned once opened unless they are faulty. CDs, DVDs are also non-returnable.
9. We are unable to accept returns if:
 1. A label has been applied to the costume bag or packaging, or if it has been marked in any way.
 2. The actual label or tag inside the garment has been removed or marked in any way.
 3. An item has been returned without the included accessories.
 4. The date we received the return is more than 28 days after the invoice date.
 5. All returned items unless faulty must be in a resaleable condition including the garment bags, packaging, and accessories.

13. Liability

1. We warrant to you that any goods you purchased from us through this website are of satisfactory quality and fit for their normal purpose (or any specific purpose you have made known to us which we have confirmed the goods fit for).
2. If you or we notify a problem under clauses, 10.1 or 12, our only obligation to you will be.
 1. To make good any shortage or non-delivery.
 2. To replace or repair any goods that are damaged or defective.
 3. To refund to you the amount paid by you for the goods in question.
3. Our maximum liability to you in connection with any goods purchased through our website is strictly limited to the purchase price of that good.
4. We will not be liable under our contract with you for any loss, damage, or expense you suffer because of us breaking any of our obligations if the loss, damage or expense is not a foreseeable consequence of us breaking our obligation. Loss, damage, or expense is foreseeable where they could be contemplated by you and us at the time our contract with you is concluded. We are not responsible for indirect or consequential losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).
5. Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this clause 13 and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 13.2.3 above
6. We will take reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused because of unauthorised access to information provided by you.
7. Our liability to you shall not in any way be limited:
 1. For death or personal injury caused by our negligence.
 2. Under section 2(3) of the Consumer Protection Act 1987.
 3. For fraud or fraudulent misrepresentation.

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4. For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
 8. 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 website.
 9. Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under English law.
 10. Every care is taken to ensure that the specification and description of our products are correct at the time of going to print. However, descriptions and specifications of products on this website are not intended to be binding and are only to give a general description of the products. Colour reproduction of the products is a close representation. However, we cannot accept any responsibility for any variation in colour caused by the printing process. All our products are intended for children aged 3 years or above.
14. Additional terms
1. Additional terms and conditions may apply for our offers. If so, you will be advised of them at the relevant point.
15. Intellectual property
1. We, or our licensors, own the copyright, trademarks and all other intellectual property rights in all material and content of this website, which you may use, download, and copy for your own personal, non-commercial use. Any other use or reproduction of the material or content is strictly prohibited.
 2. You may not create any link to this website without our prior written consent, nor may you restrict or inhibit the use or enjoyment of it anyone else.
16. Availability of this website
1. We make no warranty or promise that this website will remain available for your use, or that its use will always be free from viruses or bugs or any errors. We will not be liable to you for any loss of content or material you upload or transmit through this website.
17. Written communications
1. Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, and other communications that we provide you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
18. Notices
1. 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 noted in clause 11.3.2 or by email to returns@imaginewear.co.uk and all notices from us to you will be emailed to you at the email address you provided us when you registered an account with us.
19. Events beyond our control
1. We shall have no liability to you for any failure to deliver goods you have ordered, or any delay in doing so, that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lockouts and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, or accident.
 2. Our performance under any contract is deemed to be suspended for the period that the event of the type described in clause 20.1 continues, and we will have an extension of time for performance for the duration of that period. We will use our

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reasonable endeavours to bring the event of the type described in clause 20.1 to a close or to find a solution by which our obligations under the contract may be performed despite the event of the type described in clause 20.1.

20. Invalidity

1. 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 terms and conditions will not be affected.

21. Amendments

1. We do not accept amendments to these terms and conditions unless they are agreed in writing by one of our Partners.

22. Waiver

1. If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
2. A waiver by us of any default shall not constitute a waiver of any subsequent default.
3. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 19.

23. Third party rights

1. Except for our affiliates, directors, employees or representatives, a person who is not a party to our contract has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of our contract or these terms and conditions. However, this does not affect any right or remedy of a third party that exists or is available apart from that Act.

24. Governing law

1. The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have non-exclusive jurisdiction to resolve any disputes between us. English is the language offered for the conclusion of the contract between you and us.

25. Entire agreement

1. We intend to rely on the written terms set out in these terms and conditions, together with our current website prices, delivery details, contact details and privacy policy. If you require any changes, please make sure you ask for these to be put in writing. In that way we can avoid any problems about what we and you are expected to do.
2. Nothing said by any salesperson on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

26. Data Protection

1. Any personal information that you provide to us will only be used in accordance with the General Data Protection Regulation and any implementing national laws.
2. If you would like further information about how we use any personal information that you give to us, please see our Privacy Policy which is available on our website.

27. Who we are.

1. This website is operated by, and any contract for the sale of goods will be with, PAL Entertainments Limited, MARSH END, Low Street, BROTHERTON, North Yorkshire, WF11 9HQ. Registered in England 08031663.

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