

TERMS AND CONDITIONS

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with.

Application

1. These Terms and Conditions will apply to the purchase of the goods by you (the **Customer** or **you**). We are My Night Show Limited a company registered in England and Wales under number 12955393 whose registered office is at North House, Northgate, West Yorkshire, HX5 0RU with email address support@mynightshow.co.uk (the **Supplier** or **us** or **we**).
2. These are the terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions. You can only purchase the Goods from the Website if you are eligible and are at least 18 years old.

Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession
4. **Delivery Location** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order
5. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored
6. **Goods** means the goods advertised on the Website that we supply to you of the number and description as set out in the Order
7. **Order** means the Customer's order for the Goods from the Supplier as submitted following the step by step process set out on the Website
8. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website
9. **Website** means our website <https://www.mynightshow.co.uk/> on which the Goods are advertised.

Goods

10. The description of the Goods is as set out in the Website, catalogues, social media or other forms of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of the Goods supplied.
11. In the case of any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
12. All Goods which appear on the Website are subject to availability.

13. We can make changes to the Goods which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Personal information

14. We retain and use all information strictly under the Privacy Policy.
15. We may contact you by using e-mail or other electronic communication methods by pre-paid post and you expressly agree to this.

Basis of Sale

16. The description of the Goods in our website does not constitute a contractual offer to sell the Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
17. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.

Price and Payment

18. The price of the Goods and any additional delivery or other charges is that set out on the Website at the date of the Order or such other price as we may agree in writing.
19. Prices and charges include VAT at the rate applicable at the time of the Order.
20. You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods.

Delivery

21. We will deliver the Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement, without undue delay and, in any event, not more than 30 days after the day on which the Order was placed.
22. In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Order at an end if:
 - a. we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Order was placed.
 - b. after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
23. If you treat the Order placed at an end, we will (in addition to other remedies) promptly return all payments made when the Order was placed.
24. We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay shipping, import duties or other taxes, as we will not pay them.
25. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.

26. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and relivering them.
27. The Goods will become your responsibility from the completion of Delivery. You must, if reasonably practicable, examine the Goods before accepting them.

Risk and Title

28. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.
29. You do not own the Goods until we have received payment.

Withdrawal

30. You can withdraw the Order by telling us before the Order is dispatched, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

Return Policy

31. You may return items bought at www.mynightshow.co.uk in their original, unused and saleable condition within 14 working days from receipt and we will issue a refund. Proof of purchase is required (Order number).
32. It is your responsibility to organise and pay for the return of the Order to us at: My Night Show Limited, North House, Northgate, West Yorkshire, HX5 0RU.

Conformity

33. We have a legal duty to supply the Goods in conformity with the Order, and will not have conformed if it does not meet the following obligation.
34. Upon delivery, the Goods will:
 - a. be of satisfactory quality.
35. We will provide the following after-sales service: The seller will support the customer in product information and advice.

Privacy

36. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
37. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy.
38. For the purposes of these Terms and Conditions:
 - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.
 - b. 'GDPR' means the UK General Data Protection Regulation.

- c. 'Data Controller', 'Personal Data', and 'Processing' shall have the same meaning as in the GDPR.
- 39. We are a Data Controller of the Personal Data we Process in providing Goods to you.
- 40. Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
 - a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - b. we will only Process Personal Data for the purposes identified;
 - c. we will respect your rights in relation to your Personal Data; and
 - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
- 41. For any enquires or complaints regarding data privacy, you can e-mail: support@mynightshow.co.uk.

Excluding liability

- 42. The content displayed on our Site is provided without guarantees, conditions or warranties in accuracy.
- 43. Our products are not intended to diagnose, treat, cure, or prevent any disease.

Governing law, jurisdiction and complaints

- 44. The Contract (including any non-contractual matters) is governed by the law of England.
- 45. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
- 46. We try to avoid any dispute, so we deal with complaints in the following way: If a problem occurs customers should contact us to find a solution. We will respond with an appropriate solution.

Contact Information

- 47. Questions about the Terms and Conditions should be sent to us at: support@mynightshow.co.uk