

## **TERMS & CONDITIONS**

These terms and conditions apply to all orders placed by the customer (referred to as “you” or “your”) with (“atelier kika.b” “us” or “we”), at [www.atelierkika.b](http://www.atelierkika.b) (“website”). Please read our Terms and Conditions carefully before placing any orders on the website. By placing an order, you agree and accept these Terms and Conditions. We may modify these Terms and Conditions occasionally, should you not agree with the Terms and Conditions or are unclear with any aspect please contact us on [info@atelierkikab.com](mailto:info@atelierkikab.com). Any changes made after you have placed an order will not affect that order unless we are required to make the change by law.

### **PRODUCT AVAILABILITY**

We make every effort to display accurate stock availability on the website but stock levels are subject to change without notification.

Please note that all orders are subject to availability and stock is not reserved until your order has been confirmed. Items placed in your basket are not reserved and may be purchased by other customers.

### **REGISTERING**

To be able to place an order from our website you will be asked to register. You must provide your name, email address and a password to register. You are required to provide information that is true, accurate and current.

If any of your registration details change please update this on the website or notify us on [info@atelierkikab.com](mailto:info@atelierkikab.com)

You will be asked to provide a password when registering and this should be kept secure at all times.

### **COMPLETING AN ORDER**

Before completing an order you can review your order including total price and shipping charges. Once you submit your order by pressing confirm in checkout you have agreed to pay the total amount due and have agreed to the terms and conditions.

### **PAYMENT**

We accept payment online using MasterCard, VISA, Maestro, Amex and PayPal.

Payment for your order is taken at the time your order is placed. The currency used is British Pounds (GBP). VAT is included in all our prices.

You are required to provide payment details that are valid and correct and you confirm that you are the person referred to in the billing information provided. Atelier Kika.b reserve the right to cancel orders if they do not meet all or any of the security requirements and to restrict multiple quantities or an item, or of orders being shipped to any one customer or postal address.

### **ORDER CONFIRMATION**

You will receive an online confirmation on your screen once your order has been placed, as well as an email confirmation.

### **CHANGES TO YOUR PLACED ORDER**

We aim to deliver orders as quickly as possible so once your order has been placed we are unable to make changes to your order. If you wish to change a placed order you must contact us as soon as possible at [info@atelierkikab.com](mailto:info@atelierkikab.com) or call on +44 1580714177

### **PRICING**

All prices are displayed in British pounds (£/GBP). All prices exclude shipping fees which will be added at the checkout phase of any purchase. Please note that where you nominate a non-UK destination for delivery of your order, shipping charges need to be agreed prior to an order being completed.

If you are placing an order using a card or PayPal account which is not denominated in British pounds (£/GBP) your card issuer or PayPal will calculate the applicable exchange rate to process the transaction. Atelier Kika.b is not responsible for any exchange rates.

Any customs or import duties are charged once a parcel reaches the destination country. Any additional charges must be paid by the recipient of the parcel. Unfortunately we do not have any control over these charges and advise you contact your local customs office for current charges before placing the order.

#### DELIVERY

We will dispatch approved orders as quickly as possible but delivery timescales will be dependent on the delivery method chosen in checkout. Delivery times vary depending on country and certain postcodes within the UK. We cannot be held responsible for any delays caused by destination customs clearance processes.

If we are unable to dispatch all or part of an order due to stock or other reasons, we will inform you as quickly as possible. In this case, you will be able to cancel the order and a refund for the full order amount, including shipping will be provided to you.

#### YOUR RIGHT TO CANCEL AN ORDER

You have the right to cancel your order in writing within 7 days of delivery of the goods. You will need to return the item(s) by post. Once returned we will refund all items undamaged, unused and with all labels and tags intact.

If returns are damaged, soiled or altered the products may not be accepted and may be sent back to the customer and/or a refund.

#### PRODUCT IMAGES

Every effort has been made to accurately display products and colours on the website however colours can display differently due to your computer.

#### RIGHTS

All rights, including copyrights on the website remain with Atelier Kika.b. Any use of content from this website is prohibited without our permission.

#### CARE OF PRODUCTS

All our leather goods can be cleaned using a gentle a face cleanser or mild moisturiser and then wiped clean with a damp soft cloth.

Canvas Bags & Clutches - Sponge Clean

## PRIVACY POLICY

### PRIVACY NOTICE

This is the privacy notice of Atelier Kika.b Ltd. In this document, "we", "our", or "us" refer to Atelier Kika.b Ltd. We are company number 13452432 registered in England. Our registered office is at High Tilt Oast, Tenterden Road, Cranbrook, England.

### INTRODUCTION

This privacy notice aims to inform you about how we collect and process any information that we collect from you, or that you provide to us. It covers information that could identify you ("personal information") and information that could not. In the context of the law and this notice, "process" means collect, store, transfer, use or otherwise act on information. It tells you about your privacy rights and how the law protects you.

We are committed to protecting your privacy and the confidentiality of your personal information. Our policy is not just an exercise in complying with the law, but a continuation of our respect for you and your personal information.

We undertake to preserve the confidentiality of all information you provide to us, and hope that you reciprocate. Our policy complies with the Data Protection Act 2018 (Act) accordingly incorporating the EU General Data Protection Regulation (GDPR).

The law requires us to tell you about your rights and our obligations to you in regard to the processing and control of your personal data. We do this now, by requesting that you read the information provided at <http://www.knowyourprivacyrights.org>

Except as set out below, we do not share, or sell, or disclose to a third party, any information collected through our website.

#### 1. 1. Data we process

We may collect, use, store and transfer different kinds of personal data about you. We have collated these into groups as follows:

- Your identity includes information such as first name, last name, title, date of birth, and other identifiers that you may have provided at some time.

- Your contact information includes information such as billing address, delivery address, email address, telephone numbers and any other information you have given to us for the purpose of communication or meeting.

- Transaction data includes details about payments or communications to and from you and information about products and services you have purchased from us.

- Technical data includes your internet protocol (IP) address, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.

- Your profile includes information such as your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.

Marketing data includes your preferences in receiving marketing from us; communication preferences; responses and actions in relation to your use of our services.

We may aggregate anonymous data such as statistical or demographic data for any purpose. Anonymous data is data that does not identify you as an individual. Aggregated data may be derived from your personal data but is not considered personal information in law because it does not reveal your identity. For example, we may aggregate profile data to assess interest in a product or service. However, if we combine or connect aggregated data with your personal information so that it can identify you in any way, we treat the combined data as personal information and it will be used in accordance with this privacy notice.

#### 1. 2. Special personal information

Special personal information is data about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. We do not collect any special personal information about you.

1. 3. If you do not provide personal information we need

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform that contract. In that case, we may have to stop providing a service to you. If so, we will notify you of this at the time.

#### THE BASES ON WHICH WE PROCESS INFORMATION ABOUT YOU

The law requires us to determine under which of six defined bases we process different categories of your personal information, and to notify you of the basis for each category. If a basis on which we process your personal information is no longer relevant then we shall immediately stop processing your data. If the basis changes then if required by law we shall notify you of the change and of any new basis under which we have determined that we can continue to process your information.

1. 4. Information we process because we have a contractual obligation with you

When you create an account on our website, buy a product or service from us, or otherwise agree to our terms and conditions, a contract is formed between you and us. In order to carry out our obligations under that contract we must process the information you give us. Some of this information may be personal information.

We may use it in order to:

- verify your identity for security purposes
- sell products to you
- provide you with our services
- provide you with suggestions and advice on products, services and how to obtain the most from using our website

We process this information on the basis there is a contract between us, or that you have requested we use the information before we enter into a legal contract. We shall continue to process this information until the contract between us ends or is terminated by either party under the terms of the contract.

1. 5. Information we process with your consent

Through certain actions when otherwise there is no contractual relationship between us, such as when you browse our website or ask us to provide you more information about our business, including our products and services, you provide your consent to us to process information that may be personal information. Wherever possible, we aim to obtain your explicit consent to process this information, for example, by asking you to agree to our use of cookies. If you have given us explicit permission to do so, we may from time to time pass your name and contact information to selected associates whom we consider may provide services or products you would find useful.

We continue to process your information on this basis until you withdraw your consent or it can be reasonably assumed that your consent no longer exists. You may withdraw your consent at any time by instructing us at [info@atelierkikab.com](mailto:info@atelierkikab.com). However, if you do so, you may not be able to use our website or our services further.

1. 6. Information we process for the purposes of legitimate interests

We may process information on the basis there is a legitimate interest, either to you or to us, of doing so. Where we process your information on this basis, we do after having given careful consideration to:

- whether the same objective could be achieved through other means
- whether processing (or not processing) might cause you harm
- whether you would expect us to process your data, and whether you would, in the round, consider it reasonable to do so

For example, we may process your data on this basis for the purposes of:

- record-keeping for the proper and necessary administration of our business
- responding to unsolicited communication from you to which we believe you would expect a response
- protecting and asserting the legal rights of any party
- insuring against or obtaining professional advice that is required to manage business risk
- protecting your interests where we believe we have a duty to do so

1. 7. Information we process because we have a legal obligation

Sometimes, we must process your information in order to comply with a statutory obligation.

For example, we may be required to give information to legal authorities if they so request or if they have the proper authorisation such as a search warrant or court order.

This may include your personal information.

#### SPECIFIC USES OF INFORMATION YOU PROVIDE TO US

1. 8. Information provided on the understanding that it will be shared with a third party

Our website allows you to post information with a view to that information being read, copied, downloaded, or used by other people.

Examples include:

- posting a message our forum
- tagging an image
- clicking on an icon next to another visitor's message to convey your agreement, disagreement or thanks

In posting personal information, it is up to you to satisfy yourself about the privacy level of every person who might use it. We do not specifically use this information except to allow it to be displayed or shared. We do store it, and we reserve a right to use it in the future in any way we decide. Once your information enters the public domain, we have no control over what any individual third party may do with it. We accept no responsibility for their actions at any time.

Provided your request is reasonable and there is no legal basis for us to retain it, then at our discretion we may agree to your request to delete personal information that you have posted. You can make a request by contacting us at [info@atelierkikab.com](mailto:info@atelierkikab.com).

1. 9. Complaints regarding content on our website

If you complain about any of the content on our website, we shall investigate your complaint. If we feel it is justified or if we believe the law requires us to do so, we shall remove the content while we investigate. Free speech is a fundamental right, so we have to make a judgment as to whose right will be obstructed: yours, or that of the person who posted the content that offends you. If we think your complaint is vexatious or without any basis, we shall not correspond with you about it.

1. 10. Information relating to your method of payment

Payment information is never taken by us or transferred to us either through our website or otherwise. Our employees and contractors never have access to it. At the point of payment, you are transferred to a secure page on the website of PayPal or some other reputable payment service provider. That page may be branded to look like a page on our website, but it is not controlled by us.

1. 11. Job application and employment

If you send us information in connection with a job application, we may keep it for up to three years in case we decide to contact you at a later date.

If we employ you, we collect information about you and your work from time to time throughout the period of your employment. This information will be used only for purposes directly relevant to your employment. After your employment has ended, we will keep your file for six years before destroying or deleting it.

1. 12. Communicating with us

When you contact us, whether by telephone, through our website or by e-mail, we collect the data you have given to us in order to reply with the information you need. We record your request and our reply in order to increase the efficiency of our business. We keep personally identifiable information associated with your message, such as your name and email address so as to be able to track our communications with you to provide a high quality service.

1. 13. Complaining

When we receive a complaint, we record all the information you have given to us. We use that information to resolve your complaint. If your complaint reasonably requires us to contact some other person, we may decide to give to that other person some of the information contained in your complaint. We do this as infrequently as possible, but it is a matter for our sole discretion as to whether we do give information, and if we do, what that information is. We may also compile statistics showing information obtained from this source to assess the level of service we provide, but not in a way that could identify you or any other person.

1. 14. Affiliate and business partner information

This is information given to us by you in your capacity as an affiliate of us or as a business partner. It allows us to recognise visitors that you have referred to us, and to credit to you commission due for such referrals. It also includes information that allows us to transfer commission to you. The information is not used for any other purpose. We undertake to preserve the confidentiality of the information and of the terms of our relationship. We expect any affiliate or partner to agree to reciprocate this policy.

#### USE OF INFORMATION WE COLLECT THROUGH AUTOMATED SYSTEMS WHEN YOU VISIT OUR WEBSITE

1. 15. Cookies

Cookies are small text files that are placed on your computer's hard drive by your web browser when you visit any website. They allow information gathered on one web page to be stored until it is needed for use on another, allowing a website to provide you with a personalised experience and the website owner with statistics about how you use the website so that it can be improved. Some cookies may last for a defined period of time, such as one day or until you close your browser. Others last indefinitely. Your web browser should allow you to delete any you choose. It also should allow you to prevent or limit their use. Our website uses cookies. They are placed by software that operates on our servers, and by software operated by third parties whose services we use. When you first visit our website, we ask you whether you wish us to use cookies. If you choose not to accept them, we shall not use them for your visit except to record that you have not consented to their use for any other purpose. If you choose not to use cookies or you prevent their use through your browser settings, you will not be able to use all the functionality of our website.

We use cookies in the following ways:

- to track how you use our website
- to record whether you have seen specific messages we display on our website
- to keep you signed in our site
- to record your answers to surveys and questionnaires on our site while you complete them

1. 16. Personal identifiers from your browsing activity

Requests by your web browser to our servers for web pages and other content on our website are recorded.

We record information such as your geographical location, your Internet service provider and your IP address. We also record information about the software you are using to browse our website, such as the type of computer or device and the screen resolution. We use this information in aggregate to assess the popularity of the webpages on our website and how we perform in providing content to you. If combined with other information we know about

you from previous visits, the data possibly could be used to identify you personally, even if you are not signed in to our website.

1. 17. Our use of re-marketing

Re-marketing involves placing a cookie on your computer when you browse our website in order to be able to serve to you an advert for our products or services when you visit some other website. We may use a third party to provide us with re-marketing services from time to time. If so, then if you have consented to our use of cookies, you may see advertisements for our products and services on other websites.

#### DISCLOSURE AND SHARING OF YOUR INFORMATION

1. 18. Information we obtain from third parties

Although we do not disclose your personal information to any third party (except as set out in this notice), we sometimes receive data that is indirectly made up from your personal information from third parties whose services we use. No such information is personally identifiable to you.

1. 19. Third party advertising on our website

Third parties may advertise on our website. In doing so, those parties, their agents or other companies working for them may use technology that automatically collects information about you when their advertisement is displayed on our website. They may also use other technology such as cookies or JavaScript to personalise the content of, and to measure the performance of their adverts. We do not have control over these technologies or the data that these parties obtain. Accordingly, this privacy notice does not cover the information practices of these third

#### CONTROL OVER YOUR OWN INFORMATION

1. 20. Your duty to inform us of changes

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes.

1. 21. Access to your personal information

At any time you may review or update personally identifiable information that we hold about you, by signing in to your account on our website. To obtain a copy of any information that is not provided on our website you should contact us to make that request. After receiving the request, we will tell you when we expect to provide you with the information, and whether we require any fee for providing it to you.

1. 22. Removal of your information

If you wish us to remove personally identifiable information from our website, you should contact us to make your request. This may limit the service we can provide to you.

1. 23. Verification of your information

When we receive any request to access, edit or delete personal identifiable information we shall first take reasonable steps to verify your identity before granting you access or otherwise taking any action. This is important to safeguard your information.

#### OTHER MATTERS

1. 24. Use of site by children

We do not sell products or provide services for purchase by children, nor do we market to children. If you are under 18, you may use our website only with consent from a parent or guardian. We collect data about all users of and visitors to these areas regardless of age, and we anticipate that some of those users and visitors will be children. Such child users and visitors will inevitably visit other parts of the site and will be subject to whatever on-site marketing they find, wherever they visit.

1. 25. Encryption of data sent between us

We use Secure Sockets Layer (SSL) certificates to verify our identity to your browser and to encrypt any data you give us. Whenever information is transferred between us, you can check that it is done so using SSL by looking for a closed padlock symbol or other trust mark in your browser's URL bar or toolbar.

#### 1. 26. How you can complain

If you are not happy with our privacy policy or if you have any complaint then you should tell us. If a dispute is not settled then we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.

If you are in any way dissatisfied about how we process your personal information, you have a right to lodge a complaint with the Information Commissioner's Office (ICO). This can be done at <https://ico.org.uk/make-a-complaint/>. We would, however, appreciate the opportunity to talk to you about your concern before you approach the ICO.

#### 1. 27. Retention period for personal data

Except as otherwise mentioned in this privacy notice, we keep your personal information only for as long as required by us:

- to provide you with the services you have requested;
- to comply with other law, including for the period demanded by our tax authorities;
- to support a claim or defence in court.

#### 1. 28. Compliance with the law

Our privacy policy has been compiled so as to comply with the law of every country or legal jurisdiction in which we aim to do business. If you think it fails to satisfy the law of your jurisdiction, we should like to hear from you.

However, ultimately it is your choice as to whether you wish to use our website.

#### 1. 29. Review of this privacy policy

We may update this privacy notice from time to time as necessary. The terms that apply to you are those posted here on our website on the day you use our website. We advise you to print a copy for your records.

If you have any question regarding our privacy policy, please contact us.

### YOUR DATA

At Atelier Kika.b we are committed to protecting the privacy of our site visitors and customers. We allow customers to have a private browsing experience and therefore do not require you to register and provide your personal contact details unless you place an order or choose to create an account with us.

During checkout, you can register with us or choose to checkout as a guest. By checking out as a guest we take the minimum information required to place and fulfil your order but you do not have an account with us and your details cannot be accessed through our My Account area. If you choose to register when placing an order, we collect personal information such as your name, email address, delivery and billing address. This information is used to fulfil your order. All information is transmitted using SSL encryption which means information is always encrypted and passed through a secure connection ensuring a very high level of data security. All information is held in our secure database.

We will use your contact details solely for customer service reasons. We will not send you marketing emails, unless you have agreed to this. We will never pass your email address onto any other company for marketing purposes.

### DATA PROTECTION ACT

We fully adhere to the UK Data Protection Act.

### THIRD PARTY RELATIONSHIPS

We may disclose personal information to third party partners who perform functions on our behalf e.g. shipping, fulfilling orders or processing payments. The information provided will only be what is required for them to carry out



the service and they will not be permitted to use the information for any other reason. To comply with any legal process, we may be obliged to disclose personal information.

## CHANGES TO PRIVACY POLICY

If we change our privacy policy, we will post these changes to the website so you are aware of what information we collect. If you have any queries or concerns please contact us.

## WHAT IS A COOKIE?

A cookie is a small piece of data stored by your web browser on your computer or your handheld device. Cookies help us provide you with a better website experience and some cookies are essential for our website to work e.g. to remember what you have added to your basket while you browse our website.

## TYPES OF COOKIES

### Session cookies

Session cookies are used for the duration of your visit on our website, but the cookie will be removed from your computer as soon as you close your internet browser down. If we didn't use session cookies every time you went to a new page within our website you would be treated as a new visitor and therefore information, such as items added to your basket would not be stored.

### Persistent cookies

Persistent cookies are remembered on your computer for a set period of time, unless you delete your cookies. Some cookie type are listed below.

COOKIE PURPOSE	COOKIE TYPE	SUMMARY
Transaction	Session cookie	Used to maintain your transaction with. This cookie expires and is removed every time you close your browser.
Checkout Flow	Session cookie	Used to determine where you are in the checkout process. This cookie expires and is removed every time you close your browser.
Login	Session cookie	Remembers whether you are logged in or logged out. It can also remember your log in name (but not your password) to save you time on your next visit.
Basket Cookie	Persistent Cookie	Used to store your basket details when you've added items to your basket, but are yet to purchase them.
eCommerce Platform usage	Session cookie	Internally used by our e-commerce server to use the software.

## TURNING OFF AND DELETING COOKIES

If you don't want cookies placed on your computer you can change this in your browser settings. You can reject all cookies or to only accept cookies on certain websites. If you choose to disable cookies this may cause some parts of our website to not operate or display correctly.

For more detailed information about cookies visit [www.allaboutcookies.org](http://www.allaboutcookies.org) which provides guidance on how to control cookies.

## THIRD PARTY PARTNER COOKIES

We use third party partner cookies for selected purposes, mentioned below. All data collected is anonymous and never contains any personal detail e.g. name, address, telephone number, email address or payment details.

## GOOGLE ADWORDS CONVERSION

These cookies enable us to track the performance of our advertising on Google's search engine, specifically which ads lead to visits and sales on our website. Google [Privacy Policy](#).

#### GOOGLE ANALYTICS

Google Analytics cookies enable us to collect data based on user activity on the site. This includes information such as the number of visits to the site, the quantity of orders placed and number of pages visited. This data helps us make improvements to our site in order to provide you with a better service. Google Analytics [Privacy Policy](#)

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