

## **Terms & Conditions**

We are Atsuko Kudo Limited, a company registered in England and Wales under company number 07195609 and with our registered office at 64 Holloway Road, London, England, N7 8JL. Our VAT number is 991 8167 74.

The following are the terms and conditions together with our Privacy Policy and Website Terms of Use (“Terms”) tells you more information about us and the legal terms and conditions on which we sell our products (“Products”) to you through [www.atsukokudo.com](http://www.atsukokudo.com) (our site), our catalogue or our store.

These Terms will apply to any contracts between us for the sale of Products to you (“Contract”).

Before placing an order through our site you will be asked to agree to these Terms, if you do not agree you will not be able to order Products from our site.

If there is any term that you do not understand please notify us before ordering.

Please read through the Terms carefully before ordering Products. If you are ordering from our site, please print a copy for future reference.

We amend these Terms from time to time. Any changes will only apply to any subsequent orders received. Each time you order Products, please check these Terms to ensure you understand the terms, which apply at that time.

The Contract between us will be formed once we confirm to you acceptance of your order. We will do this by email for orders via our site, by telephone for phone orders and for postal orders, when we dispatch the Products. Prior to then we will be under no obligation to supply you with the Products you have ordered.

These Terms, and any Contract between us, are only in the English language.

### **Bespoke Products**

Bespoke Products include special orders or commissions for Products, which have been either:

- i. designed with an element of customisation, sizing and/or fitting; or
- ii. originally ordered via the website (and paid in full) in a standard size but after discussion via email or telephone have then become custom sized and/or coloured (including where an additional fitting/ customisation charge has been paid).

Bespoke Products, which are ordered as a special order or commission, require a non-returnable deposit of 50% of the final cost of making and shipping the order. This deposit covers the ordering of fabric, cutting of patterns, consultation and also the production of final Products. The remaining 50% will be payable on completion of the order, prior to despatch.

Bespoke Products cannot be exchanged or refunded.

We may agree at our discretion that the Bespoke Product requires further fitting or customisation work whether due to the customer's requirements or due to any error or mis-calculation on our part. Prior to any such alteration or customisation we will always request approval in writing, which includes email.

It is your responsibility to verify that your email address is in proper working order and must assume the risk of all consequences for transmission or operational failures.

### **Price**

The price of the Products shall be those quoted on our site or the catalogue or in store.

Our site contains a number of Products. It is possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we have made an error, then we will inform you of this as soon after you have placed your order as possible and will tell you the correct price and ask you if you still wish to place your order with us. If we have not heard back from you within 10 days, then we will presume that you do not want to place your order again with us and we will give you a full refund if you have already paid.

The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.

### **Latex Batch Colours**

Please note that the colours of the latex sheets used to make our Products, particularly in semi-transparent colours, may vary from batch to batch. In view of this, we cannot be held responsible for your colour choices.

### **Website Colour Representation**

We have made every effort to make the colour swatches on screen as close as possible to reality. Unfortunately, we cannot guarantee an exact colour match. Photographs, in particular, may vary from the actual colours depending on your screen settings and resolution and the lighting used in the shoot.

Please also note that certain colours (especially those in the semi transparent range) may appear lighter or darker on specific Products as different gauges of latex are used for the correct purpose with differing Products. For example, a corset will be made from much thicker gauge latex than gloves or stockings and as a result though the same colour sheet latex is used it will appear darker – particularly if made from a semi transparent colour.

If you have a doubt about the shade which is likely to appear on the Product in your order please take advice from our staff. Please also note that Products made from certain colours may also have been made from 'layering' thicknesses of those fabrics to achieve the required gauge for the Product.

This layering can also produce other effects apart from changes in shade. These effects include (but are not limited to) slight variations in texture, shine, transparency and evenness. As all of our latex is hand made these are variations which are inevitable as a part of that process. In view of this, we cannot be held responsible for your colour choices.

### **Payment**

Payment can be made by credit card or cheque via post. Please make all cheques payable to Atsuko Kudo Limited.

### **Availability of Products**

If we are unable to provide you with the Products you have ordered, you will be contacted as soon as possible at which point you will be offered the choice of accepting substitute Products of equivalent value or a complete refund of any sums that you have paid.

### **Cancellation and Return**

Products purchased on our site or over the telephone can be returned within 14 days with the exception of Bespoke Products as noted in these Terms.

This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund.

Your legal right to cancel a Contract starts from the date of the dispatch confirmation (the date on which we confirm our acceptance of your order in accordance with the Terms), which is when the Contract between us is formed. The end date for returning Products is 14 days after the day you receive the Product.

For hygiene reasons we do not accept returns or cancellations for any intimate objects.

All Products returned to us must be unworn, in perfect condition and free from any defects or odours. Products must be returned with all their original tags attached and in their original packaging. Products that are not returned in this condition may not be accepted and may be returned to you and/or we may refuse to issue a refund. Products will be inspected upon return and in the unlikely event that the Product is not sellable we will have to return it back to you and we will not be able to issue a refund.

If you order multiple Products, which are delivered on separate dates, the end date is 14 days after the day on which you receive the last of the separate Products ordered.

Should you wish to cancel your order, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation notice on our site and email it to us at: [info@atsukokudo.com](mailto:info@atsukokudo.com).

You can also contact us through the following:

By telephone:- +44 (0) 207 700 4631

or +44 (0) 207 697 9072

By Post: Atsuko Kudo Ltd., 64 Holloway Road, London N7 8JL

If you cancel your Contract we will:

- i. refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Products.
- ii. refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer.
- iii. make any refunds due to you as soon as possible and in any event within the following timeframe:
  - a. if you have received the Product: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us;
  - b. if you have not received the Product: 14 days after you inform us of your decision to cancel the Contract.

Where you cancel your order the Products may either be:

- i. Returned to us at your cost; or
- ii. If requested, collected from you at your cost.

If you have returned the Products to us because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

We will refund you on the credit card or debit card used by you to pay.

Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not

affected by your right of return and refund or anything else in these Terms.

## **Delivery & Inspection**

We will deliver to the address given to us by you at the time you place your order. Though we usually work to agreed delivery times between ourselves and the customer please allow up to 28 days for delivery/courier services.

If we are unable to deliver to you, we will inform you and you may, if you wish, cancel the Contract and we will fully refund you.

We strongly suggest that, upon receipt, you inspect the Products and advise us if the delivered Products are not what you ordered or are faulty.

If you believe that the goods are either incorrect or faulty you have 14 days to contact us and inform us so that we may rectify the situation, either by offering an exchange or a refund.

## **Our Liability**

We cannot be held responsible for any adverse effects to our Products caused by exposing them to chemicals or substances, which may be harmful or mark or leave a residue on any Product. If you wish to apply any Products always test a small area first and if in doubt please consult with us prior to using.

We will not be liable under our agreement with you for any loss or damage caused by us or our employees or agents in circumstances where:

- i. there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
- ii. such loss or damage is not a reasonably foreseeable result of any such breach;
- iii. any increase in loss or damage results from breach by you of any of these Terms.

We only supply the Products for domestic and private use. You agree not to use the Product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not in any way exclude or limit our liability for:

- i. death or personal injury caused by our negligence;
- ii. fraud or fraudulent misrepresentation;
- iii. any breach of the terms implied by section 12 of the Sale of Products Act 1979 (title and quiet possession);
- iv. any breach of the terms implied by section 13 to 15 of the Sale of Products Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- v. defective products under the Consumer Protection Act 1987.

## **EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.

An Event Outside Our Control means any act or event beyond our reasonable control including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or

impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- i. we will contact you as soon as reasonably possible to notify you; and
- ii. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

You may cancel a Contract affected by an Event Outside Our Control. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

## **General**

We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we do not insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction.