

Privacy Policy



Derivative Leotards is committed to complying with Our legal responsibilities under data protection law. Your privacy is important to Us and We aim to provide You with clear and transparent information about how We use your Personal Data.

When we collect, use, share, retain or do anything else with your personal information (known collectively as 'processing') we are regulated under the General Data Protection Regulation (GDPR) and are responsible as a 'controller' of your information.

By using Our Service, You agree to processing of information in accordance with this Privacy Policy.

Interpretation and Definitions

The words of which the initial letter is capitalised have meanings defined below. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

- **Account** means a unique account created for You to access parts of Our Service
- **Company** ("the Company", "We", "Us" or "Our") refers to Derivative Leotards
- **Cookies** are small files placed on your computer, mobile or any other device by a website, containing details of your browsing history on that website among its many uses
- **Device** means any device that can access the Service such as a computer, phone or tablet
- **Personal Data** is any information that relates to an identified or identifiable individual
- **Service** refers to the Website
- **Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, perform tasks relating to the Service and assist in analytics.
- **Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit)
- **Website** refers to Derivative Leotards, accessible from <https://derivativeleotards.co.uk>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf on which such individual is accessing or using the Service, as applicable.

Cookies

1.1 We use Cookies and similar tracking technologies to track activity on Our Service and store information. The technologies We use may include:

- **Cookies or Browser Cookies.** A cookie is a small file placed on Your Device. You can instruct Your browser to refuse all Cookies or indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of Our Service. Unless you have adjusted Your browser setting so that it will refuse Cookie, We will use Cookies.
- **Flash Cookies.** Certain features of Our Service may use local stored objects to collect and store information about Your preferences or Your activity on Our Service. Flash Cookies are not managed by the same browser settings as those used for Browser Cookies.

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- Web Beacons. Certain sections of Our Service and Our emails may contain small electronic files known as web beacons that permit the Company, for example, to count users who have visited pages or opened an email and for other related website statistics.

1.2 For more information about Cookies We use, please visit Our Cookies Policy.

Collection of Your Personal Data

2.1 While using Our Service, We may ask You to provide certain personally identifiable information that could be used to contact or identify You. This may include, but is not limited to:

- Contact details - including name, email address and phone number;
- IP address, browser identifier and time of access (when using Our Website);
- Address (only when required for delivery or shipping);
- Bank details (when making payments);
- Relevant gymnastics information - e.g. Your associated club, coach, event You are attending for use of the leotards, etc. (when hiring only)
- Any communications from, to or relating to You

2.2 We collect data from You in the following circumstances:

- When You make enquiries about Our products or services
- When You interact with Us via email, phone or social media
- When You list a product on Our Website
- When You order products from Us

Purposes for Information Processing

3.1 Any of the above Data may be required by Us to provide You the best possible Service and experience when using Our Website. Data may be used for the following reasons:

a. Contractual purposes

When You ask Us to provide You with a Service, such as hiring or purchasing Goods, We usually need to use information about You to provide this product or service, for example:

- To contact you to confirm arrangements;
- To notify you about changes in terms and conditions;
- To process payments or send you receipts required

We do so because it is necessary for the performance of a contract.

b. Legitimate interests

To meet the legitimate aims of the Company and ensure the Services You request are fulfilled:

- to provide and maintain Our Service, including to monitor usage of Our Service;

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- to manage Your Account: Personal Data You provide can give access to different functionalities of the Service that are available to You;
- to contact You by email, phone or other electronic communication regarding updates or informative communications regarding products or services;
- to provide news, offers and information about Goods and services We offer that are similar to those You have already purchased or enquired about unless You opt out of this Service;
- to respond to and manage communications, concerns or complaints from You;
- to evaluate or conduct a merger, divestiture, restructuring, reorganisation, dissolution, or other sale or transfer of some or all Our assets, whether as an ongoing concern or as part of bankruptcy, liquidation or similar proceeding, in which Data held by Us is transferred;
- legal reasons: to comply with the law and protect the Company interests and legal rights;
- other purposes such as data analysis, identifying usage trends, effectiveness of promotions and to evaluate and improve Our Service, products, services, marketing and Your experience

3.2 We may use Your Data for the above purposes if we deem it necessary to do so for Our legitimate interests. If You are not satisfied with this, you have the right to object in certain circumstances.

Sharing Information About You

4.1 We may share Your Data with the following groups of people for the following reasons:

- with Service Providers to monitor and analyse the use of Our Service, to contact You
- Third Party payment providers who process payments made over the Website - to ship, order and/or refund products
- to share/transfer Your information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of the business
- with affiliates, in which case We will require affiliates to honour this Privacy Policy. This includes any parent companies, our subsidiaries, joint venture partners or other companies that We control or that are under common control with Us
- with Our business partners to offer You certain products, services or promotions
- We may disclose Your personal information for any other purpose with Your consent

in each case, in accordance with this Privacy Policy.

4.2 We may also be required to share information for the following reasons:

- complying with legal and/or regulatory responsibilities
- insurance
- obtaining legal and/or professional advice
- obtaining a service from a third party

4.3 We may be required to share information with bodies such as Her Majesty's Revenue & Customs (HMRC), Health & Safety Executive (HSE), Police and Information Commissioner's Office (ICO).

4.4 All third parties are contractually required to ensure Your information is secure and cannot use this information for their own purposes. We only disclose information that is strictly necessary.

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4.5 Except for the above, we only share your information with third parties with your prior agreement.

Keeping Data Secure

5.1 We will use technical and organisational measures to safeguard Your Data, for example:

- access to your Account is controlled by a password and a user name that is unique to You
- We store Your Data on secure servers
- Payment details are encrypted using SSL technology (typically you will see a lock icon or green address bar in your browser when We use this technology)

5.2 We limit access to your personal information to those who have a genuine reason to need to know it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

5.3 Technical and organisations measures include measures to deal with any suspected Data breach. If You suspect any misuse/loss/unauthorised access to Your Data, please let Us know immediately by contacting Us via hello@derivativeleotards.co.uk

5.4 We will inform You and the ICO of any personal Data breaches in line with Our legal obligations.

5.5 If You want details on how to protect Your information against fraud, identity theft, viruses and other online problems, visit www.getsafeonline.org, supported by HM Government.

Keeping Data Secure

6.1 Unless a longer retention period is required or permitted by law, We will only hold your Data on Our systems for the period necessary to fulfil the purposes outlined in this Privacy Policy or until You request the Data be deleted. In addition to retention periods highlighted, We may need to retain some information to comply with Our legal obligations such as financial/accounting records which need to be retained for six years from the end of that tax year.

6.2 The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this Data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this Data for longer.

6.3 Even if We delete Data, it may persist on backup/archive for legal, tax or regulatory purposes.

Rights

7.1 You have important rights under data protection law. In summary, these include:

- **Right to access** - the right to request (a) copies of information We hold about You at any time, or (b) that We modify, update or delete such information. You will not be charged for this, unless Your request is “manifestly unfounded or excessive.” Where We are legally permitted to do so, We may refuse Your request, and will tell You the reasons why.

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- **Right to correct** - the right to have Your Data rectified if it is inaccurate or incomplete
- **Right to erase** - right to request We delete or remove Your Data from Our systems
- **Right to restrict Our use of Your Data** - the right to “block” Us from using Your Data or limit the way in which We can use it
- **Right to Data portability** - right to request that We move, copy or transfer Your Data
- **Right to object** - to Our use of Your Data, including where for Our legitimate interests

7.2 To make enquiries, exercise any of Your rights, or withdraw consent to processing of Your Data (where consent is Our legal basis for processing Your Data) please contact Us.

7.3 If You are not satisfied with the way a complaint You make in relation to Your Data is handled, You may be able to refer Your complaint to the relevant Data protection authority. For the UK, this is the Information Commissioner’s Office (ICO) - <https://ico.org.uk/>.

7.4 Please keep Us informed if Your Data changes during the period for which We hold it.

Transfer of Your Personal Data

8.1 Your information, including Personal Data, is processed at the Company’s operating offices and in any place where the parties involved in the processing are located. This information may be transferred to, and maintained on, computers outside of Your county, country or other governmental jurisdiction where the data protection laws may differ.

8.2 Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

8.3 The Company will take all steps reasonably necessary to ensure Data is treated securely and in accordance with this Privacy Policy. No transfer of Your Personal Data will take place to an organisation/country unless there are adequate controls in place including Data security measures.

8.4 We will not transfer/store Your Data outside the UK or European Economic Area (EEA) unless there is a European Commission adequacy decision for the specific country to which the data is transferred/where we can be certain there are adequate safeguards provided for your information and individual rights standards that meet the GDPR requirements.

Disclosure of Your Personal Data

9.1 If We are involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Data is transferred and becomes subject to a different Policy.

9.2 Under certain circumstances, the Company may be required to disclose Your Data if required to do so by law or in response to valid requests by public authorities.

9.3 The Company may disclose Your Data in the belief that such action is necessary to:

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- comply with a legal obligation
- protect and defend the right or property of the Company
- prevent or investigate possible wrongdoing in connection with the Service
- protect the personal safety of Users of the Service or the public
- protect against legal liability

Security of Your Personal Data

10.1 The security of Your Personal Data is important to Us, but remember that no method of transmission over the internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Data, We cannot guarantee absolute security.

Children's Privacy

11.1 Our Service does not address anyone under 13 years of age. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent/guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

11.2 If We need to rely on consent as a legal basis for processing information and Your country requires parental consent, We may require consent before We collect and use that information.

Links to Other Websites

12.1 Our Service may contain links to other websites not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You review the Privacy Policy of every Site You visit.

12.2 We have no control over and assume no responsibility for the consent, Privacy Policies or practices of any third party sites or services.

Changes of Business Ownership and Control

13.1 Derivative Leotards may expand or reduce Our business, which may involve sale and/or transfer of control of all or part of Derivative Leotards. Data provided by Users will, where relevant to any part of Our business, be transferred along with that part and the new owner or newly controlling party will, under the Terms of this Privacy Policy, be permitted to use the Data for the purposes for which it was originally supplied to Us.

13.2 We may disclose Data to a prospective purchaser of Our business or any part of it.

13.3 In the above instances, We will take steps to ensure Your privacy is protected.

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General

14.1 You may not transfer any of Your rights under this Privacy Policy to any other person. We may transfer Our right where We reasonably believe Your rights will not be affected.

14.2 If any court/competent authority finds that any provision of this Policy is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of other provisions in this Policy will not be affected.

14.3 Unless otherwise agree, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

14.4 This Agreement will be governed by and interpreted according to the law of England and Wales. All disputes arising under the Agreement will be subject to exclusive jurisdiction of the English and Welsh courts.

Changes to this Privacy Policy

15.1 Derivative Leotards reserves the right to change this Policy as We deem necessary or as may be required by law. Any changes will be immediately posted on the Website and You are deemed to have accepted the Terms of the Privacy Policy on your first use of the Website following alterations.

15.2 You are advised to review this Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this Website.

Contact Us

If You have any questions about this Privacy Policy, You can contact Us:
hello@derivativeleotards.co.uk