

TROPHY TERMS & CONDITIONS

1. Order Acceptance

- 1.1 Legal Benchmarking Group, incorporated in England and Wales (company number 15238942) (“we”, “us”, “our”) may accept or decline an order for a trophy and/or profile (as applicable) (an “Order”) at our absolute discretion.
- 1.2 You are responsible for ensuring that the Order and the information submitted by you in relation to the Order is complete and accurate. Particular care should be taken to ensure there are no typographical errors or other mistakes in the information you have provided to appear on the trophy/plaque.
- 1.3 We may, at our discretion, accept an amendment to an Order but note amendments will not be accepted after a trophy/plaque has been produced.

2. Prices and Payment

- 2.1 Each trophy and/or profiled costs the amount specified in the applicable Order, in each case exclusive of VAT (and other applicable taxes). Prices include postage and packaging.
- 2.2 We shall invoice you for the price of the Order plus VAT (if applicable) when or at any time after you receive confirmation of your Order. You shall pay the invoice in full within 30 days of the invoice date.
- 2.3 You shall pay all amounts due under these terms in full without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

3. Delivery

- 3.1 We shall endeavour to dispatch the trophy/plaque to you within 30 days of acceptance of the applicable Order.
- 3.2 If we fail to dispatch the trophy/plaque within 30 days of acceptance of the applicable Order, our liability is limited to the price of the trophy/plaque. We shall have no liability for any failure to deliver the trophy/plaque to the extent that such failure is caused by: (a) any event, circumstances or causes beyond the parties’ reasonable control; or (b) your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Order.

4. **Cancellation-** If you wish to cancel your Order, you may do so by notifying us by emailing: marketing@delinian.com. On cancellation, you shall be entitled to a refund of 50% of the invoice amount.

5. **Data Protection-** Each party shall ensure that any processing of Personal Data (as interpreted by Applicable Law) by such party (and/or any third party engaged by such party) relating the Order or these terms complies with the General Data Protection Regulation (EU) 2016/679 and any other applicable data protection legislation including the Data Protection Act 2018 (together, the “Applicable Laws”). Each party shall indemnify and hold the other party harmless from any breach or alleged breach by the first party of the foregoing obligation and any costs, damages, penalties or expenses deriving from such breach or alleged breach.

6. General

- 6.1 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party’s intellectual property rights arising out of or in connection with our use of the information provided to us.
- 6.2 These terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts in respect of any dispute which may arise in relation to it whether in contract, tort or otherwise.