



General Terms and Conditions of Engagement

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1 About MKB Law

- 1.1** MKB Law is the trading name of MKB Law Limited (a company registered in Northern Ireland with company number NI 602386) a recognised body within the meaning of the Solicitors' (Incorporated Practice) Regulations 2007 and is regulated by the Law Society of Northern Ireland.
- 1.2** The VAT number of MKB Law is 830 8062 47.
- 1.3** All references in these Terms of Business to "we", "us", "our", "MKB Law", "Firm" and the like should (unless the context otherwise requires) be read as referring to MKB Law Limited, and any reference to "Partner" or "Partners" means a director or directors of MKB Law Limited.

2 Place and Hours of Business

- 2.1** Our office is at 14-18 Great Victoria Street, Belfast, BT2 7BA. Telephone number: +44 (0) 28 9024 2450, fax number: +44 (0) 28 9024 2448, email address: info@mkblaw.co.uk.
- 2.2** The normal hours of opening at our offices are between 9.00am and 5.00pm, Monday to Friday (public holidays and local holidays excluded). Messages can be left on the answering machine outside those hours and appointments can be arranged at other times when this is essential but may incur additional charges.

3 Responsibility for Matters

- 3.1** We aim to offer you a friendly and efficient service. We will exercise reasonable skill, care and diligence in carrying out your instructions.
- 3.2** You agree that you will give us clear and prompt instructions, keep us informed of developments in your matter, provide all documentation required to complete the transaction in a timely manner and you will safeguard any documents that are likely to be required for discovery.

4 Fees and Disbursements

- 4.1** Our fees will be advised to you separately in our letter of engagement accompanying these terms of business and are calculated on the basis of either:
 - (a) fixed fee rates; or
 - (b) hourly fee rates; or
 - (c) a combination of fixed fee and hourly fee rates,
- 4.2** Our fees vary according to the seniority and experience of those concerned. Our hourly rates will normally be reviewed annually, but may be reviewed more frequently. Details of any revision of our rates while we are acting for you will be supplied to you. Please do not hesitate to contact us if you are unclear on any element of the fee estimates advised to you.
- 4.3** When assessing the level of our fees, regard will be had to all the circumstances, including (in addition to time spent):

- (a) the complexity of the matter;
- (b) the urgency of the matter;
- (c) the importance of the work to you;
- (d) the skill, responsibility and knowledge involved;
- (e) the number and importance of the documents prepared or perused;
- (f) the amount or value of any money or property involved;
- (g) whether any land involved is registered or unregistered land (where applicable);
- (h) the circumstances in which the business, or any part of it, is transacted;

the jurisdiction in which the matter is based and any other jurisdictional elements.

4.4 Such factors will be considered when producing both interim and final bills. However, in some cases, a full assessment may not be possible until the work is completed. In such cases, a full assessment will be reflected in our final bill, when we are in a position to make an overall evaluation of the matter.

4.5 If, for any reason, your matter does not proceed to completion, we will be entitled to charge you for the work done and expenses incurred. Our fee for such "abortive" work will be based upon the criteria set out above.

4.6 Our fees are exclusive of VAT, which must therefore be added (where chargeable under current legislation). Our fees are also exclusive of disbursements, which are therefore charged in addition. Disbursements include payments made or incurred by us on your behalf such as registration fees, search fees, Court fees, Counsel's fees, expert fees and the like; they also include miscellaneous office expenses such as photocopying, fax, telephone, travelling, couriers and out of pocket expenses. Disbursements may be subject to VAT, which will be payable in addition where applicable.

4.7 In the case of overseas clients, where our fees are paid subject to any deduction or withholding in respect of tax in any non-UK jurisdiction, we reserve the right to charge you an additional amount which will, after any deduction or withholding has been made, leave us with the same amount we would have received in the absence of any such deduction or withholding.

4.8 We reserve the right to charge you for any losses incurred on foreign currency disbursements as a result of changes in the exchange rates between the date of our rendering our invoice and its date of payment.

5 Payments on Account

5.1 We may ask you for payments on account of fees and/or disbursements in both contentious and non-contentious matters from time to time and it is a condition of our acceptance of your instructions that you agree to make such payments. It should be clearly understood that the total of our fees and disbursements in the matter may amount to more than the payments on account requested from you.

5.2 In almost all cases, any monies on account will be paid into MKB Law's client account until used for disbursements or until delivery to you of a bill. If at any time you would like confirmation of the monies remaining on account, please let us know. If you do not pay promptly any request for money on account, we reserve the right to decline to act further.

6 Limit on Fees and Disbursements/Billing Intervals

6.1 If you wish to set a limit on fees and disbursements to be incurred or on the length of time which may elapse before we render a bill to you, please let us know by writing to the partner or fee earner responsible for your matter, details of whom should have been advised to you separately.

- 6.2** Unless otherwise agreed in writing, we have the right to render interim bills at monthly intervals or other periodic intervals which we regard as appropriate in the circumstances of any particular case. Such bills are final accounts for the periods covered by them (unless otherwise stated).
- 6.3** All bills are due for payment immediately upon presentation. Interest is payable on any outstanding amount of the bill at a rate equivalent to that payable from time to time on judgment debts until payment in full is received.
- 6.4** We may cease acting for you if an interim bill remains unpaid after 21 days following delivery.
- 6.5** We reserve the right to deduct from any monies held by us on account or otherwise on your behalf sums equal to any unpaid fees and disbursements in the case concerned or in any other matters in which we are instructed by you, and to sue for recovery of any such unpaid fees and disbursements.

7 Interest accrues on client funds held by us in accordance with our professional rules. We account to clients for interest when funds are remitted Costs and Opposing Parties

- 7.1** In contentious matters, you should be aware that:
- (a) if you succeed in the litigation, you may obtain an order that your opponents pay your costs. We shall do everything possible to maximise the recovery of your fees and disbursements under any such order. However, you should be aware that any such order is at the discretion of the Court and, in any event, will generally only cover a proportion of the fees and disbursements actually incurred by you. Furthermore, there is always the possibility that you may be unable to enforce a costs order against your opponents.
 - (b) you remain responsible for payment of our fees and disbursements and VAT, whether or not you have any orders for costs against your opponents.
 - (c) if you lose the litigation, you are at risk of paying the fees and disbursements (together with VAT, where applicable) of your opponents - which may be substantial - in addition to our fees and disbursements and VAT. Arrangements can be made to take out insurance to cover liability for such legal expenses. Please discuss this with the partner or fee earner responsible for your matter if you are interested in exploring this further.

8 If you believe that you would be eligible for legal aid or that your opponent may be eligible for legal aid, or that your costs may be paid by another person (e.g., an employer or trade union), please let us know. Estimates of Fees and Disbursements

We are always happy to provide estimates of fees and disbursements upon request, insofar as possible. However, it is important to remember that it may not be possible to predict the exact amount of work which will be required, and that the stance adopted by opponents, or other parties to a transaction, can significantly affect matters. We do not give oral estimates and any estimate given must be in writing and signed on behalf of MKB Law and will not be binding.

9 Your Rights

- 9.1** If you are unhappy with our bills, you have certain rights.
- 9.2** You have a statutory right, subject to certain criteria, to ask MKB Law to apply to the Law Society for a Remuneration Certificate. This Certificate will declare either, that what you are being charged is fair and reasonable or, that the amount you should be charged is a different amount.
- 9.3** You can apply to the Court or the appropriate Officer for an Order to have a bill taxed. 'Taxation' means the assessment of a solicitor's bill by a Court Officer.

- 9.4** We will be happy to explain these rights further to you, if you wish. If you would like to discuss any of our bills, you should in the first instance contact the partner or fee earner responsible for your case.

10 Money Laundering

- 10.1** To comply with anti-money laundering legislation, counter terrorist financing and counter proliferation financing requirements, we are required to verify your identity and we may conduct searches or enquiries for this purpose. We can accept instructions only on the basis that you can properly identify yourself to us (and any persons who you represent or who are connected to you) such as directors or beneficial owners. This is because solicitors who deal with money and property on behalf of their client can be used by criminals wanting to launder money. If we do not receive sufficient evidence of identity, we will not be able to act. Our verification of identity may include the use of electronic verification services and telephone calls to confirm the source of instruction. Further details are set out in our letter of engagement which accompanies these terms of business. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity.
- 10.2** We may also need to raise enquiries as to the source of client assets and the source of funds to be used with each retainer.
- 10.3** We may charge you for identification and verification checks and will communicate any such cost in our letter of engagement.
- 10.4** Any personal data we receive from you for the purpose of preventing money laundering, terrorist financing or proliferation financing will be used:
- (a) only for that purpose; or
 - (b) with your consent; or
 - (c) as permitted by or under another enactment.

11 Receiving and Paying Funds

- 11.1** We reserve the right to decline the receipt of large sums of money in cash. It is our firm's policy that cash payments are subject to a £1,000 limit without the prior approval of our accounts department. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we deem necessary to prove the source of the funds.
- 11.2** If we receive money in relation to your matter from an unexpected source, there may be a delay in your matter and we may charge you for any additional checks we decide are necessary
- 11.3** Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party without the necessary authorisation from you.

12 Changes to our Bank Details

- 12.1** We will never tell you about changes to important business information, such as bank account details, by email. Please inform us immediately if you receive any email or other communication purporting to be from the firm stating that we have changed our bank details or payment arrangements.

13 FATCA (Foreign Account Tax Compliance Act)

- 13.1** It is your responsibility under the UK-US intergovernmental agreement (IGA) under s222 Finance Act 2013 to ensure your compliance with FATCA, unless you specifically instruct us to undertake compliance work on your behalf.
- 13.2** If you are a United States (US) person (under FATCA) you must provide us with further detail in respect of determination/confirmation of your status by use of other US indicia (unless the documentation provided to us under the anti-money laundering legislation is already sufficient to determine your status).
- 13.3** It is your responsibility to provide us with details of any US connections or relatives you have, as this could be relevant for FATCA.
- 13.4** It is your responsibility to update us with any change in your status as a US person in relation to FATCA.
- 13.5** Where our work directly relates to the creation of an entity which is defined as a Financial Institution (FI) under FATCA legislation (particularly in the case of Trusts) you are hereby advised that you may have reporting obligations under FATCA; as per clause (a) it is your responsibility to comply with this legislation, unless you specifically instruct us to undertake compliance work on your behalf in respect of FATCA.
- 13.6** We may be required by law to share your FATCA status and registration details with other financial institutions and make reports to HMRC and reserve the right to do so.

14 Confidentiality and Conflicts

- 14.1** The rules of professional conduct under which we practise impose requirements upon us regarding conflict between the duties we owe to different clients in relation to the same or related matters and regarding preservation of our clients' confidences.
- 14.2** We shall take reasonable steps to preserve your confidences both during an engagement and after its completion, and it is agreed that we may use internal information barriers ('Chinese walls') for this purpose. It is also agreed that you will not expect us to divulge to you other clients' confidential information which we may hold. If, while representing you, we learn that your interests are adverse to another MKB Law's client or potential client, we may (in accordance with our professional rules) approach you to seek your agreement to our continuing to act on terms satisfactory to all concerned. In some circumstances, however, our professional rules may require that we cease to act.
- 14.3** Our confidentiality obligations are subject to statutory exceptions, such as legislation on money laundering and terrorist financing which has placed solicitors under a legal duty in certain circumstances to disclose information to the National Crime Agency (NCA) The duty includes where a solicitor knows or suspects that a client transaction involves money laundering. Under the legislation, we may not be able to inform you that a disclosure has been made or of the reasons for it. We may have to stop working on your matter for a period of time and may not be able to tell you why.

15 Financial Services

- 15.1** Matters upon which we are instructed may involve regulated activities within the meaning of the Financial Services and Markets Act 2000. We are not authorised by the Finance Services Authority and so may have to refer you to someone who is authorised under that Act to provide any necessary advice.
- 15.2** However, as we are regulated by the Law Society of Northern Ireland, we may be permitted to engage in certain limited regulated activities, provided they are closely linked to the legal services we are providing to you.

16 Deposits

16.1 Money which we hold for a client, or for a person funding all or part of our fees, or for a trust, will be held either in our general client account or a separate designated client account and we will account to you or that person or trust for interest calculated in accordance with this clause 16.

16.2 We will not be required to account for interest under clause 16.1 above:

- (a) if the amount calculated is £20 or less;
- (b) if we hold a sum of money not exceeding the amount shown in the left-hand column below for a time not exceeding the period indicated in the right-hand column:

Amount	Time
£1,000	10 weeks
£2,000	5 weeks
£10,000	2 weeks
£20,000	1 week

- (c) if we hold a sum of money exceeding £20,000 for one week or less, unless it is fair and reasonable to account for interest having regard to all the circumstances;
- (d) on money held for the payment of our fees;
- (e) on money held for the payment of counsel's fees.

16.3 A reasonable rate of interest will be allowed on money held under clause 16.1 but need not necessarily reflect the highest rate of interest obtainable. The interest allowance will be calculated:

- (a) on the balance or balances held over the whole period for which cleared funds are held; and
- (b) at a rate not less than the standard deposit rate from time to time paid by our bank on funds equivalent to the amount deposited on instant access terms.

16.4 In appropriate circumstances we may come to a different arrangement as to the matters dealt with in this clause 16.

17 Ceasing to Act

17.1 If you wish to terminate our retainer at any time (either generally or in respect of any particular matter or aspect of a matter), please notify the partner responsible for your case and, if we so request, confirm the position in writing. No period of notice is necessary, but we can keep your papers and documents while there is still money owed to us for fees and expenses.

17.2 We reserve the right for good reason and upon reasonable notice to terminate our retainer. This will be confirmed to you in writing, if requested. In certain circumstances, we may be required to suspend or terminate the retainer without giving any period of notice or reasons. Moreover, if you do not give us instructions within a reasonable period of our asking for them, do not pay promptly any request for money on account or do not pay a bill within the due period, we reserve the right to decline to act further.

17.3 On termination of our retainer, we will submit a bill to you to cover work done (which will be calculated on an hourly basis or by proportion of the fixed fee, as applicable) and disbursements incurred in respect of the period up to the date of termination, and necessarily incurred afterwards as part of the orderly termination of our retainer.

17.4 For contentious matters, if we are on the record at Court as acting for you in any proceedings, the consent of the Court may be required before we can be removed from the record and, to that extent, your right to terminate our retainer may be restricted.

17.5 Unless otherwise terminated, our retainer will end when our work on the matter is completed, and our final statement of account is rendered.

18 Consumer Contracts (information, cancellation & additional charges) Regulations 2013

18.1 You have the right to cancel this contract within 14 calendar days from the day you ask us to act for you. This only applies if our contract with you is deemed to be a "distance contract" (e.g., you are signing and returning a posted copy of our letter of engagement and terms of business) or an "off-premises contract" (e.g., you met with us outside of our registered office) within the remit of the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013. You do not need to give any reason to avail of this right.

18.2 To exercise the right to cancel you must inform us of your decision to cancel this contract by a clear statement (e.g., a letter sent by post or email). You can also electronically fill in and submit the model cancellation form available on our website at: <https://mkblaw.co.uk/terms/>. If you use this option, or any other clear statement, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g., by email) without delay.

18.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

18.4 Should you want us to start work within the 14-day period, you will need to sign and return our letter of engagement or otherwise make an express request for us to start work. If thereafter you invoke your right to cancel, you will be liable for any costs, VAT and disbursements incurred up to the time of cancellation.

19 Files and Documents

19.1 We may have the right to keep your papers, documents or other property which are in our possession until you have paid all the money that is due to us. This right will continue after the termination of the retainer between us.

19.2 We will retain all papers and documents (except for any papers and documents to which you are entitled and which you ask to be returned to you) electronically or in storage for a reasonable period, generally not exceeding six years from the date of the final bill on the matter concerned, on the understanding that we have your authority to destroy them at any time after this period. If you wish papers and documents to be retained in safe custody for a longer period, then please contact us to make specific arrangements. Subject to there being no money owing to us for our fees and disbursements, we will return to you on request papers and documents to which you are entitled. Where you request papers and documents to be sent to you or another person, or if we take papers or documents out of storage in relation to continuing or new instructions to act for you, we are entitled to make a reasonable charge for handling costs and delivery.

19.3 We may charge you both for:

- (a) time spent producing stored papers that are requested; and
- (b) reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

19.4 We may disseminate documents arising from client matters to our staff on internal databases or intranets (which are confidential to the Firm); please let us know if you do not wish us to do so in any particular case.

20 Auditing and Vetting of Files

20.1 External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

21 Mortgage Fraud

21.1 In circumstances where we are acting for both you and your proposed lender in connection with the purchase of a property, we have a duty to reveal fully to your lender all relevant facts about the purchase and mortgage, including but not limited to:

- (a) differences between your mortgage application and information received during the transaction; and
- (b) any cash back payments or discount schemes that a seller is giving you.

22 Liability

22.1 Our liability to you (and, where applicable under Clause 30, to any third party) including the compulsory minimum level of professional indemnity cover set by our professional rules from time to time, shall not exceed £1,000,000 unless we expressly state a different amount in our letter of engagement accompanying these terms of business. This limit shall apply to any and all causes of action against us in respect of or arising from or in any way connected with our engagement by you.

22.2 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses, or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain any of the terms above.

22.3 Where you instruct us on future matters, this clause 22 shall also apply to each such future matter but with a fresh limit, as above.

22.4 Where instructions on any matter are from multiple clients, a single limit will apply to be shared by all such clients.

22.5 If you would like us to have a higher limit for any particular matter, please contact us to discuss this.

22.6 Your relationship will be solely with MKB Law Limited, and MKB Law will have sole legal liability for the work done for you and for any act or omission in the course of that work. No individual Partner, employee, agent or consultant of MKB Law will have any personal legal liability for that work, whether in contract, tort (including negligence) or otherwise. In particular, the fact that an individual Partner, employee, agent or consultant signs in his or her own name any letter, email or other document in the course of carrying out that work will not mean that he or she is assuming any personal legal liability separate to that of MKB Law.

22.7 You agree that (other than in the event of fraud) any claim brought in respect of a matter upon which we are instructed will be made against MKB Law and not against any MKB Law Persons.

22.8 For the purposes of these Terms of Business, a MKB Law Person is:

- (a) any Partner, employee, agent or consultant of MKB Law; or
- (b) any company controlled by MKB Law or any officer, employee, agent or consultant of any such company; and
- (c) any successor of any of the persons listed in Clause (a) and (b) above.

22.9 These Terms of Business shall only apply to exclude or limit any liability to the extent permitted by law and (without limitation) nothing in these Terms of Business shall operate to exclude or limit any liability for fraud.

23 Contribution Claims

Where in relation to any loss you have causes of action against us and against any third parties, we shall only be liable to you for our share of the responsibility. Nothing in this Clause shall increase our liability beyond that set out in Clause 22.

24 Responsibility to Third Parties

Save where imposed by law, we do not accept any responsibilities to any third parties in relation to the matter on which we are instructed by you. To the extent that the law nonetheless imposes on us such responsibility to any third parties, our liability to them shall be limited in accordance with Clauses 23 and 25 and a single limit as set out in Clause 20 shall be shared between such third parties and you.

25 Privacy and Data Protection

25.1 We value the personal information that is entrusted to us by you and recognise that it is important that we uphold that trust in the way in which we handle, use, store and protect your personal data. For further information on how we use your data please see our Privacy Policy which is available at: <https://mkblaw.co.uk/terms/>

25.2 We will only process your personal data in accordance with these General Terms and Conditions of Business, our Privacy Policy, our Terms of Use/Website Management Policy available at: <https://mkblaw.co.uk/terms/> and <https://mkblaw.co.uk/website-management-policy/> in accordance with the GDPR and other relevant data protection legislation.

26 Electronic Communications

26.1 During the course of our engagement with you, we may wish to communicate electronically with one another. The electronic transmission of information cannot be guaranteed to be secure or error-free, as it will be transmitted over a public network, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or otherwise be adversely affected or unsafe to use.

26.2 We each agree to use reasonable procedures to check for the most recently known viruses before sending information electronically, but we each recognise that such procedures cannot be a guarantee that transmissions will be virus-free. We shall each be responsible for protecting our own interests in relation to electronic communications. Save in the case of fraud, neither of us (nor any MKB Law Person) shall be liable to the other on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any damage or loss arising from or in connection with the electronic communication of information between us.

27 Future Instructions

Unless we both agree otherwise and subject to our then current fixed rates or hourly rates (as applicable), these Terms of Business will apply to any future Instructions that you are kind enough to give us.

28 Complaints Procedure

28.1 If at any time you have any queries or concerns on any aspect of a matter, please contact in writing the solicitor responsible for your case. If this does not resolve the matter to your satisfaction, or you would prefer not to speak to the solicitor responsible for your case, then please write by post or e-mail (info@mkblaw.co.uk) addressed to the Complaints Officer. We will address any problem quickly and operate an internal complaints handling system to help us resolve the matter between ourselves.

If you have a complaint, please request a 'Client Complaint Form' by post or email for the attention of the Complaints Officer. We hold the requirement to provide you with a written complaints procedure as soon as it is practicable. Please complete the complaints form with as much detail as you have and send it back by post or email for the attention of the Complaints Officer.

Any complaint must be made within 6 months of conclusion of business or within 6 months of discovery of the difficulty you wish to complain about, whichever date is later. What happens next:

1. We will send you a letter acknowledging your complaint and if necessary, ask you to confirm or explain further details of the complaint in writing. We will also let you know the name who will be dealing with your complaint. You can expect to receive our letter within 7 days of us receiving your complaint.
2. When your complaint is received and acknowledged by us, we will record your complaint in our central register. The central register will record the date the complaint was made, the name and address of the client, the date the complaint was dealt with and the outcome.
3. We will then start to investigate your complaint. This may involve one or more of the following steps:
 - (a) we may ask the member of staff who acted for you to reply to your complaint; or
 - (b) we may examine the reply and the information in your complaint file; or
 - (c) we may then ask for more information.
4. We may invite you to meet our Complaints Officer to discuss and, it is hoped, resolve your complaint.
5. You can expect to hear from us with an outcome in response to your substantive complaint within 28 days.
6. At the time we write to you confirming our final position on your complaint explaining our reasons, if you feel we have not resolved the matter satisfactorily, you can contact the Law Society of Northern Ireland to discuss the circumstances of the complaint and how we dealt it with. You must do this within 6 months of the conclusion of the in-house complaint investigation.

The Law Society can be contacted at: The Law Society of Northern Ireland, 96 Victoria St, Belfast, BT1 3GN, Telephone: 028 9023 1614, Website www.lawsoc-ni.org.

28.2 Alternative dispute resolution bodies exist which could also deal with your complaint should both you and our firm wish to use such a body. The certified alternative resolution body acceptable to us is Mediators NI, further details of which can be found at www.mediatorsni.com.

29 Telephone Calls

We may record telephone call for training and monitoring purposes. By accepting these Terms of Engagement, you expressly accept that we may record telephone calls for training and monitoring purposes.

30 Third Party Rights

Except to the extent provided below, a person who is not a party to the agreement between us has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement.

- 30.1** The exclusions of liability in favour of MKB Law Persons contained in Clauses 23 and 26 of these Terms of Business may be enforced by any MKB Law Person subject to and in accordance with the terms of the agreement between us and the Contracts (Rights of Third Parties) Act 1999.
- 30.2** Notwithstanding that any term agreement between us may be or enforceable by a MKB Law Person:
- (a) the parties hereto may waive, grant time under or otherwise deal with any of their respective rights and obligations under the terms of the agreement between us; and
 - (b) the terms of the agreement between us, or any of them, may be varied, amended or modified, or the agreement may be suspended, cancelled or terminated by agreement between the parties or pursuant to its terms, or the agreement may be rescinded, (in each case) without reference to or the consent of any such MKB Law Person.

31 Equality and Diversity

MKB Law has formal procedures in place to ensure equal opportunities. We view diversity as critical to the international nature of our business and have created a working environment where people from different backgrounds can thrive. We are committed to treating all prospective and existing employees, partners, clients and third parties equally. MKB Law does not discriminate against any person on the grounds of gender, marital or civil partnership status, ethnic origin, age, disability, pregnancy, maternity or paternity, sexual orientation or religious belief.

32 Rights and Remedies

- 32.1** The rights and remedies available to us by virtue of these Terms of Business are without prejudice to any other rights or remedies available to us.
- 32.2** Any failure by us to exercise or delay by us in exercising a right or remedy provided by these Terms of Business or by law does not constitute a waiver of the right or remedy, or a waiver of other rights or remedies.

33 Force Majeure

MKB Law shall not be liable to you if we are unable to perform our services as a result of any cause beyond our control. In the event of any such occurrence we shall notify you as soon as possible.

34 Law and Jurisdiction

The contract between us is on the basis of these terms and any other written terms supplied to you with these terms and are subject to the law of Northern Ireland. You agree that in the event of any dispute, the matter will be dealt with under the exclusive jurisdiction of the courts of Northern Ireland.