

[www.mckenziefriendservice.co.uk](http://www.mckenziefriendservice.co.uk)



## **TERMS AND CONDITIONS OF SERVICE**

**Client: Muhanad Hamid**

### **McKenzie Friend Support and Services Terms & Conditions**

You agree to appoint Philip Kedge as your McKenzie Friend, and you have read, understood and agree to the following terms and conditions.

You understand that Philip Kedge is the Director of the McKenzie Friend UK Network which is a Ltd company and all work undertaken is as an employee of that company.

You understand that Philip Kedge, as your McKenzie Friend, is not legally trained, is not a legal entity and does not offer or provide any 'professional' legal or financial advice or service. He is a fee charging layperson, as supported in the McKenzie Friend Practice Directions of July 2010, offering advice and support as would an informed and impartial friend.

You understand and accept that by seeking the service of Philip Kedge, as your McKenzie Friend, that he can provide you with the following service only in the capacity of a layperson:  
For Family Court and Other Associated Court Matters:

- 1) To provide personal support, understanding and mentoring.
- 2) To offer advice and guidance.
- 3) To assist you with paperwork, forms and planning.
- 4) To organise your files and assist you in the smooth administration of the process.
- 5) To help research information.
- 6) To discuss and offer advice, guidance and opinions on your case and strategy.
- 7) To assist with the management and timing of disclosures.
- 8) To assist with your statements, submissions and arguments.
- 9) To attend court with you under the formal guidance presented by the family courts.
- 10) To help you prepare your arguments and questions.

## **Terms for offering support, advice and guidance.**

You understand and accept that in offering support, advice and guidance as a layperson, Philip Kedge holds no liability with respect to your legal process, legal costs, paperwork, mediation, court hearings, offers or outcomes of any court judgement.

Whilst as your McKenzie Friend, Philip Kedge may help you explore different avenues, positions and arguments, you accept that all decisions in relation to your case and the management of your case are your own and you retain sole responsibility for the outcome of your decisions.

You accept that if as your McKenzie Friend Philip Kedge is asked to research legal case law and other opinions on your behalf, no assurances can be given to the legal accuracy or correct legal interpretation of any information or legislation. You are solely responsible for any interpretation of the legislation that you may consequently rely on. It is strongly advised that you seek legal advice through a Solicitor on such matters.

All forms completed by Philip Kedge in assisting you as your McKenzie Friend in an administrative role must be signed and dated by yourself prior to any submission. You accept full responsibility for the accuracy of the content of the forms, and the accuracy of all statements made in writing, which must be signed and dated by you.

You accept that Philip Kedge is not liable to you in respect of any financial loss or any other loss whatsoever arising out of litigation proceedings associated with your case.

You accept that Philip Kedge is not under any obligation to follow instructions. If there are significant differences of opinion in the direction of the case, or Philip Kedge is being asked to support a case that may have a significant detrimental impact on a child, then he may withdraw his support. In the event of support being withdrawn, any refunds of unspent funds will be made within 14 days.

## **Attending Court**

The work excludes court attendance

## **Confidentiality**

All of your information, circumstances, case papers and discussions will be treated in the strictest confidence. There will be no unauthorised verbal, written or any other form of disclosure to any other third person. Confidentiality cannot be maintained where there are suspected criminal offences or where there is a risk of harm to either yourself or another person.

You accept that there is no personal liability in the event of theft, misdistribution or loss of papers.

## **Payment & Fees**

You agree to pay the fees as below.

- 1) Evidential Statement £240.00 (Inc VAT) for the text.
- 2) Additional £120 (Inc VAT) to Index Exhibits if there are significant exhibits to list 10+
- 3) Position Statement £150 + VAT