

McKenzie Friend and LIP

Online Training

Terms and Conditions



Updated V19.08.21

Terms & Conditions

You have requested to undertake the McKenzie Friend and Litigant In Person training modules under The McKenzie Friend UK Network Ltd commencing on the 10th July 2021.

On making payment and on commencing the training you have read, understood and agree to the following Terms and Conditions.

You understand that no aspect of the training consists of legal advice and that Philip Kedge, who features in the online modules, is not legally trained, is not a legal entity, and does not offer or provide any 'professional' legal or financial advice or service. The information provided is as 'layperson' and 'informed friend'.

You understand that there is no regulation of McKenzie Friends and no standard or approved training programme. You understand that there is no recognised qualification to be a McKenzie Friend.

You understand that the training is via pre-recorded videos and downloads and does not consist of 1-1 sessions unless specifically stated or arranged.

You understand that the training is provided on the basis and principles of a McKenzie Friend being a non-qualified layperson who offers a service only as an informed friend.

The training is suitable for both those wishing to become McKenzie Friends or Litigants in Person wishing to develop a better understanding of the family courts to potentially apply to their own case.

The training is designed to develop the understanding of a McKenzie Friend or LIP:

- 1) To provide personal support, understanding and mentoring.
- 2) To offer non-legal advice and guidance.
- 3) To assist a person with paperwork, forms and planning.
- 4) To organise files and assist a person in the smooth administration of the process.
- 5) To help research information.
- 6) To discuss and offer non-legal advice, guidance and opinions on a case and strategy.
- 7) To assist with the management and timing of disclosures.

- 8) To assist with statements, submissions and arguments.
- 9) To attend court with a person under the formal guidance by the family courts.
- 10) To help develop arguments and presentations.
- 11) To follow the guidance as provided by the Family Court Division of July 2010.

Terms for offering training, support, and guidance.

You understand and accept that as a McKenzie Friend or Litigant in Person, that neither Philip Kedge (Company Director) or the McKenzie Friend UK Network holds no responsibility or liability with respect to your future practice and advice to any future clients or any aspects of your own family court case. You apply the training entirely at your own discretion and risk.

You accept that in researching any legal case law, no assurances can be given to the legal accuracy or correct legal interpretation of any information or legislation. You are solely responsible for your own interpretation of the legislation that you may consequently rely on when practicing as a McKenzie Friend or using as a Litigant in Person. It is strongly advised that if ever in any doubt you seek legal advice through a Solicitor on such matters.

You accept that Philip Kedge (Company Director) or The McKenzie Friend Network is not liable to you in respect of any financial loss or any other loss whatsoever arising out of litigation proceedings associated with your practice as a McKenzie Friend or within your own case as a Litigant in Person.

Confidentiality

During training, all information, circumstances, case papers and discussions are based on fictional scenarios and characters. The training excludes any discussions and advice in relation to personal or client case issues.

Account Access and Module Launch Dates

You have access to the training account for 6 months. To the best of our ability, Modules will be launched on the date stated. However, there may be occasions due to circumstances outside of our control where this may not be achievable. In this event publication may be earlier or delayed.

The 'No Fault Divorce' legislation was due to come into force in the Autumn of 2021. However, that has now been delayed by the Judiciary until February 2021. This module has hence been delayed until the family court procedures and directions are formally published. Those signing up to modules 1-7 will receive this module once available. You understand and accept this position that it is out of our control.

Payment & Fees

You agree to pay the fees as stated at the time of requesting the training. The fee once paid is non-refundable.

Exclusion of Membership

You understand that the training does not include 'Level 1 Membership' to the McKenzie Friend UK Network, membership may be offered through a separate process.

We reserve the right not to accept any person on the Level 2 'Business Building' and ongoing support scheme. This can be without explanation. There are many reasons why a person may be unsuitable for receiving 1-1 support. This remains at our sole discretion.

Certificate

A training certificate can be requested at a cost of £10 per request.