Version 1.0 - last updated 10 November 2026

AI Policy

Version id ai-policy-v1.0-2026-11-10. SHA-256 41d9e83c995a1614a50ada196a7ae514923038213466444e2da356d42a420f13.

Permanent URL for this version: /legal/ai-policy/2026-11-10/. Download PDF.

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This policy explains how Silva uses artificial intelligence in our work and on our website. It sits alongside our Terms of Business at silvalex.co.uk/terms and our Privacy Notice at silvalex.co.uk/privacy. It explains our approach and does not change either of them. Words with capital letters have the meanings given in our Terms of Business.

1. Our approach

1.1 We use AI because it makes our work faster, more thorough and better value for clients. We use it as a tool, not as a substitute for legal judgement.

1.2 A person is responsible for every piece of advice we give. AI helps us research, review and draft, but we decide what we advise. Except as set out in this policy, we remain responsible for our advice whether or not AI was used to produce it.

2. What we use AI for

2.1 We use AI Platforms and Silva Tools for tasks including:

(a) legal and factual research;

(b) reviewing contracts and other documents and identifying risks;

(c) first drafts of documents, letters and emails;

(d) summaries, chronologies and comparisons of documents;

(e) recording calls and meetings, and producing notes and summaries of them;

(f) research from public records, such as Companies House; and

(g) running our business, including internal processes, planning, updates, sales, marketing and administration.

2.2 We use Claude, provided by Anthropic, other AI services, AI features built into the business software we use, and Silva Tools we build ourselves, including skills, plugins, agents and workflows. Some of our tools run on our own hardware, so information processed by that internal hardware does not leave our systems.

3. What we do not use AI for

3.1 We do not:

(a) let AI make decisions for you or about your matter;

(b) send you advice produced by AI without a person reviewing it first, unless you have approved or requested it (clause 3.2);

(c) use AI to make decisions about individuals which have a legal or similarly significant effect on them; or

(d) use any AI service which we have explicitly allowed to train its models on your information.

3.2 You may ask us to have AI carry out a task and for us to sense-check the result, rather than reviewing it fully ourselves. Where you do, we will agree the level of review with you in writing. That work is not our advice, you are responsible for checking it before you rely on it, and our responsibility is limited to carrying out the agreed check, as set out in clause 10.5 of our Terms of Business.

4. Confidentiality and your data

4.1 We only use AI services under business terms which protect the confidentiality of your information. We keep the settings which stop providers training on our data switched off, and we check them when we add a service or a provider changes its terms.

4.2 We limit access to our AI services to the people working on your matter, and we keep the amount of personal data we put into them to what the task needs.

4.3 Some AI services are based in or store data outside the UK. Our Privacy Notice at silvalex.co.uk/privacy explains the safeguards we use.

5. Accuracy and checking

5.1 AI can be wrong. It can misread documents, miss points and produce statements, cases or references which do not exist. We check AI output before we rely on it.

5.2 We check cases, statutes and other legal authority we cite against a primary source.

5.3 We do not guarantee the performance of any AI Platform. Our responsibility to you is set out in our Terms of Business.

6. Openness

6.1 AI is part of how we work on every matter. We do not label each document or email to show where AI was used, but you can ask us at any time how we used AI on your work.

6.2 Where we send you something generated by AI without full review, such as an automated call summary, we will say so.

6.3 We will tell you when a call or meeting is being recorded or transcribed.

7. If you do not want us to use AI

7.1 If you do not want us to use AI on your matter, or want to limit how we use it, tell us before the work starts. We will tell you whether we can work that way and how it affects the timing and fees. Because AI is built into the software we use, we cannot promise no AI will be involved at all.

8. Elena, our website assistant

8.1 Elena is an AI chat assistant on our website, powered by Claude. Elena can answer general questions about Silva and our services and help you get in touch.

8.2 Elena does not give legal advice and can make mistakes. Nothing Elena says creates a client relationship or should be relied on. Please do not share confidential or sensitive information with Elena.

8.3 Our Privacy Notice at silvalex.co.uk/privacy explains how we handle Elena conversations.

9. Silva Tools

9.1 We build our own Silva Tools to deliver our work. We own them, including any version adapted for a client, as set out in our Terms of Business. Silva AI, our AI consultancy, licenses some tools and provides AI training under separate terms.

10. Keeping this policy up to date

10.1 We review this policy regularly as AI and the law around it develop. The current version is always at silvalex.co.uk/ai-policy.

10.2 If you have a question about this policy, email info@silvalex.co.uk.