Reasonable Use Policy

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Silva Lex Ltd - Reasonable Use Policy

Version 1.0 - last updated 13 November 2026

This policy applies to clients with a Silva retainer. It forms part of our Terms of Business at silvalex.co.uk/terms (clause 6.5). Words with capital letters have the meanings given in our Terms of Business.

1. Why we have this policy

1.1 A retainer gives you ongoing access to legal support for a fixed monthly fee. That works because most clients use their retainer in a broadly steady way over time. This policy explains how we decide whether use is reasonable and what happens if it is not.

1.2 There is no fixed number of hours, questions or documents. Every business is different, and the same level of use can be reasonable for one client and not for another, or reasonable in one month and not over several.

2. How we judge reasonable use

2.1 We look at the overall pattern of your use, not a single request or a single week. We take into account:

(a) how much you have asked of us, and how often, over recent months;

(b) the size and complexity of each request;

(c) how quickly you need answers;

(d) whether the request is within the scope of your retainer (clauses 6.3 and 6.4 of our Terms of Business);

(e) your retainer fee and what we discussed when we agreed it;

(f) changes in the size or nature of your business; and

(g) any other factor which affects the time and resources we need to give you.

2.2 We decide, acting reasonably, what is reasonable use. The examples below show how we approach it. They are not limits or promises.

3. Examples of use we would usually treat as reasonable

3.1 For example:

(a) a busy spell after a quiet one, such as several contracts to review in a fortnight when we have not heard from you for a few months;

(b) regular short questions by email about day-to-day issues;

(c) a red-flag review of a supplier's or customer's terms before you sign; and

(d) a quick view on a letter or email you have received from an employee, customer or supplier.

4. Examples of use we may treat as not reasonable

4.1 For example:

(a) a consistently high volume of requests, month after month, well beyond what we discussed when the retainer was agreed;

(b) frequent requests for same-day or urgent answers where the matter is not genuinely urgent;

(c) asking for work outside the retainer, such as negotiations, detailed redrafting or transactional documents, as if it were included;

(d) breaking a larger piece of work into a series of smaller questions;

(e) asking us to review the same issue, document or strategy again after it has moved on or been negotiated (a further review is not an included red-flag review);

(f) using the retainer for another business, for a group company not named in the retainer quote, or for anyone else's benefit; and

(g) expecting work outside our usual working hours.

5. Contacting us and response times

5.1 You can email your point of contact at any time and call during our usual working hours. We respond as soon as we reasonably can and prioritise genuinely urgent matters where we are able to. We do not guarantee a response time unless your retainer quote says otherwise.

5.2 We will tell you in advance when your point of contact is unavailable.

6. What happens if use goes beyond what is reasonable

6.1 If we think a request, or your use overall, goes beyond what is reasonable, we will tell you. We may then do one or more of the following:

(a) agree a quote for the work, or charge it at our hourly rates, before we start;

(b) schedule non-urgent work for a later date;

(c) review your retainer fee on 30 days' notice (clause 6.6 of our Terms of Business); or

(d) where the pattern continues or we consider your behaviour to be affecting our relationship or ability to provide our services (to you or other clients), end the retainer on one month's notice (clause 13.2 of our Terms of Business). This does not affect our or your right to terminate under the Terms of Business.

6.2 A retainer pays for ongoing access to our support, not a bank of time. Use you do not make in one month does not carry forward to the next.

7. Changes to this policy

7.1 We may update this policy. The current version is always at silvalex.co.uk/reasonable-use.