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# Terms of Business

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These Terms apply to all work Silva Lex Ltd does for you. Each piece of work is described in a quote or scope email. The quote or scope email and these Terms together are our contract with you. If you are an individual instructing us for purposes outside your trade, business or profession, Appendix 1 also applies and takes priority over anything inconsistent in these Terms.

## 1. Who we are

1.1 We are Silva Lex Ltd, trading as Silva, a company registered in England and Wales (number 15582690) with our registered office at 37 West Sunniside, Sunderland, England, SR1 1BU. We are a legal advisory and consultancy company.

1.2 We are not a firm of solicitors or barristers. We are not authorised or regulated by the Solicitors Regulation Authority, the Bar Standards Board or any other regulator under the Legal Services Act 2007. This means:

(a) we do not carry out reserved legal activities, such as conducting litigation, appearing in court, preparing reserved instruments or probate work;

(b) you are not covered by the Legal Ombudsman or any compensation fund;

(c) legal advice privilege is unlikely to attach to our communications with you. Litigation privilege may apply where litigation is reasonably in contemplation, and we will tell you when we think it does; and

(d) our people may hold legal qualifications, but they do not act as practising solicitors or barristers when working for you.

1.3 Where a step needs a regulated lawyer, we will tell you and can help you instruct one (clause 7).

1.4 We hold professional indemnity insurance for our services with a limit of £2 million.

## 2. Words we use

2.1 In these Terms:

(a) "Your Materials" means the documents, data and information you give us;

(b) "Deliverables" means the advice, documents and other work product we produce for you and deliver to you;

(c) "AI Platforms" means artificial intelligence models and services provided by others, including AI features built into software we use;

(d) "Silva Tools" means everything we create, build, configure or adapt in order to do our work, in any form. It includes skills, plugins, prompts and prompt libraries, agents, workflows, automations, APIs, integrations and code, and our templates, precedents, playbooks, checklists, methods and know-how. It includes every improvement to, and every bespoke version of, any of them, even where created or adapted for you or in the course of your work; and

(e) "AI Output" means anything generated by an AI Platform or a Silva Tool.

## 3. Our contract with you

3.1 The contract is made up of these Terms, the quote or scope email for the work, and any appendix which applies. If the quote or scope email expressly changes a provision of these Terms, the quote or scope email applies for that work. Otherwise these Terms apply.

3.2 You accept these Terms by confirming acceptance through our onboarding process, by signing them, or by instructing us to do work after we have sent them to you. The version you accepted applies to that work. The current version is always at silvalex.co.uk/terms.

3.3 If more than one person or company instructs us on a matter, each of you is jointly and severally responsible for our fees and for complying with these Terms, and we may take instructions from any of you.

3.4 Unless Appendix 1 applies, you confirm you are instructing us in the course of a business.

## 4. Our work

4.1 We will do the work described in the quote or scope email and nothing more. If you ask for something outside that scope, or your instructions change so more work is needed, we will tell you before we start and charge for it at our hourly rates (clause 5) unless we agree a further quote.

4.2 We will carry out our work with reasonable care and skill. We advise on the law of England and Wales only. Clause 8 explains how we handle work with an international element.

4.3 We rely on the information, documents and instructions you give us, and you confirm they are and will remain complete and accurate throughout our work. Our advice is given on that basis. If something

is particular to you or your business and we would not know it unless you told us, you need to tell us.

4.4 There is work we do not do. In particular we do not give accountancy, tax, regulatory or compliance advice, we do not advise on the law of any other country, we do not conduct litigation, we do not hold money for you or anyone else, and we do not file documents at Companies House or any other registry on your behalf. A fuller list is at silvalex.co.uk/wecannothelp. If you are unsure, please ask.

4.5 Our advice is for you only. Nobody else may rely on it, and we accept no responsibility to anyone other than you unless we agree otherwise in writing. The Contracts (Rights of Third Parties) Act 1999 does not apply to our contract.

4.6 Decisions are yours. We will not make decisions for you, sign anything on your behalf, or commit you to anything. Where we draft or negotiate, you decide what to accept. Where we make a suggestion or state an assumption, as distinct from giving advice, you should weigh it yourself and not rely on it as advice.

4.7 You will have a named point of contact. If that person changes, we will tell you promptly.

4.8 We may use consultants and subcontractors to help deliver our work. We remain responsible for their work unless you engage them yourself under a separate written agreement.

## 5. Fees, expenses and payments in advance

5.1 We charge in one of three ways: a quote for scoped work, our hourly rates, or a retainer (clause 6). The quote or scope email tells you which applies.

5.2 A quote is our fixed price for the work described in it. Anything outside that description is charged at our hourly rates, and we will tell you before we start it. An estimate is different. It is our best indication of likely cost on the information we have at the time, it may change, and you should not rely on it as a quote.

5.3 Our hourly rates are those agreed with you in writing. Where none have been agreed, they are (excluding VAT):

| Fee earner | Hourly rate (excluding VAT) |
|---|---|
| Senior Consultant (10 years' experience and above) | £250 |
| Junior Consultant (under 10 years' experience) | £150 |
| Assistant | £100 |

5.4 Time is recorded in units of six minutes (one tenth of an hour). Rates may change on 30 days' written notice. A change does not affect a quote already given.

5.5 Expenses we incur for you, such as travel, courier, search or registry fees, are charged at cost. Counsel's and other professionals' fees are dealt with in clause 7. We may ask you to pay expenses before we incur them.

5.6 We may ask and invoice for a payment in advance before starting or continuing work. Any payment in advance is a prepayment of our fees and expenses and is held by us as our own money, not as client money. We will apply it against our invoices as or after they fall due. We do not hold money on trust for you or for anyone else.

5.7 VAT is added to all fees and expenses at the applicable rate.

5.8 We verify the identity of our clients and, where appropriate, people connected with them. We may ask you for identity documents and information about the source of funds used to pay us. We may decline to act, or stop acting, if we are not satisfied with the answers.

## 6. Retainers

6.1 A retainer is a monthly subscription for ongoing support. Its scope, fee, start date and end date are set out in the relevant retainer quote. Unless the retainer quote says otherwise, the minimum term is 24 months.

6.2 Retainer fees are payable monthly in advance. If you pay 12 months in one sum, we will reduce the fee for that period by 5%.

6.3 A retainer includes:

(a) access to your point of contact by email, and by phone during our usual working hours;

(b) general legal guidance on day-to-day questions;

(c) a small number of shorter standard documents from our library, adapted for your branding and licensed for use in your own business (clause 11). We choose which documents are available and may change the selection;

(d) high-level red-flag reviews of contracts before you sign them, giving a practical view of the main risks. This is not a clause-by-clause review; and

(e) initial guidance on disputes, including your legal position and strategy.

6.4 A retainer does not include, and we charge at our hourly rates for, negotiations, detailed redrafting, bespoke or transactional documents, mediation preparation and attendance, settlement negotiations, debt recovery, and anything listed in clause 4.4. Where a question needs detailed or extensive advice, we will tell you and agree the fee before going further.

6.5 Retainers run on a reasonable use basis. Our reasonable use policy is at silvalex.co.uk/reasonable-use and forms part of these Terms. We decide, acting reasonably, what is reasonable use, and we will tell you if a request or instruction falls outside the policy. We are not expected to work outside our usual working hours, on public holidays or during holiday periods, and we will tell you in advance when your point of contact is unavailable.

6.6 We may review the retainer fee if the reasonable use policy is exceeded, your instructions change materially, or your business changes in size or nature in a way which affects the work. We will give you 30 days' notice of any change.

## 7. Counsel and other professionals

7.1 Some matters need a barrister, a solicitor, a lawyer qualified in another country, an accountant, a consultant or another adviser or professional. Where we think so, we will tell you and, if you agree, we will help you find, instruct and manage them.

7.2 Where we instruct another professional, we do so as your agent. You are their client. Their fees are your responsibility and will either be invoiced to you directly or passed through to you by us at cost. They or we may ask you to pay their fees in advance.

7.3 We are not responsible for the advice or work of any other professional, and their advice is given to you, not to us.

## 8. International work

8.1 We advise only on the law of England and Wales. We may review, comment on, amend and negotiate contracts governed by other laws, but we do that on the basis of our experience and the position under the law of England and Wales. We do not advise on the effect of any other country's law, draft documents from scratch under another country's law, or advise on litigation, regulatory, employment, tax or intellectual property registration matters in any other country.

8.2 Where your matter has an international element, including a foreign governing law or jurisdiction clause, you should consider taking advice in each relevant country. We can help you arrange it. Unless it is within the agreed scope, obtaining that advice is your responsibility. Our full statement on international work is at silvalex.co.uk/international and forms part of these Terms. Before we give advice with an international element, we may ask you to reconfirm your agreement to that statement and to any further reasonable conditions.

8.3 We cannot act where you are based in the same country or jurisdiction whose law governs the contract or matter you are asking about, unless that is England and Wales. Where this applies you will need a lawyer in that country. Anything we say about such a matter is not advice, must not be relied on, and is given without liability.

## 9. Confidentiality, data and your files

9.1 We will keep your information confidential and use it only for your work and as clause 10.4 allows. We may share it with professionals instructed under clause 7, with service providers (including AI Platforms) under terms which protect confidentiality, with our insurers and advisers, and where the law or a regulator requires. Information already public, already known to us, or which you have agreed we may share is not confidential or restricted. You will keep our advice, documents and know-how confidential and will not share them outside your business except as the work requires.

9.2 We process personal data as a controller under the UK GDPR and the Data Protection Act 2018. Our Privacy Notice at silvalex.co.uk/privacy explains what we collect, why, who we share it with (including the AI Platforms we use) and your rights.

9.3 We may record calls and meetings to make notes and summaries. We will tell you when a call is being recorded. Where other people join a call, you are responsible for telling them unless we have done so.

9.4 We work on and keep our file for your matter in digital form, and keep it for seven years after the work ends, then delete it. Please do not send us original documents. If you do, you are responsible for keeping copies and we are not responsible for their loss or damage. Once our invoices are paid in full, we will give you access to download your digital file for a reasonable period. We may withhold access to your file while any invoice is unpaid.

## 10. Artificial intelligence

10.1 We use AI Platforms and Silva Tools in our work, including for research, document review, analysis and drafting. The AI Platforms we use are described in our Privacy Notice and may change without

notice. Our AI Policy at silvalex.co.uk/ai-policy explains how we use them. Except as set out in clause 10.5, we review AI Output before it reaches you, and we remain responsible for our advice.

10.2 You agree we may use Your Materials with AI Platforms and Silva Tools. We only use AI Platforms whose terms protect the confidentiality of your information and confirm they do not use it to train their models.

10.3 We are not obliged to use any AI Platform or Silva Tool, to keep any prompt or AI Output, to disclose any prompt or Silva Tool, or to explain how any AI Output was produced. AI can make mistakes and we do not guarantee the performance of any AI Platform.

10.4 We may use what we learn from your work to improve our processes and Silva Tools. We will not include your confidential information in anything we provide to anyone else, and clause 9.1 continues to apply.

10.5 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 and you are responsible for checking it before you rely on it. Our only responsibility for it is to carry out the agreed check with reasonable care and skill, and we are not liable for the content of the AI Output or for any reliance on it beyond that.

## 11. Intellectual property

11.1 You own Your Materials. You give us permission to use them to do your work and as clause 10 allows.

11.2 We own the Silva Tools and all intellectual property rights in them. This applies even where a Silva Tool was created, adapted or improved for you, during your work or at your suggestion, and whether or not you paid for that work. Nothing in these Terms transfers any Silva Tool, or any right in one, to you.

11.3 We own the intellectual property rights in the Deliverables and in any AI Output. Once our fees for the work are paid, you have a non-exclusive licence to use the Deliverables for the purpose they were produced for and in your own business. Where a Deliverable contains or is built from a Silva Tool, your licence covers the Deliverable only.

11.4 You may not:

(a) sell, license, share or distribute any Silva Tool or Deliverable, or use one for anyone else's benefit, except where sharing a Deliverable is part of its purpose (for example, sending a contract to the other side);

(b) copy, extract or reverse engineer any Silva Tool, or try to work out the prompts or methods behind a Deliverable; or

(c) use any Silva Tool or Deliverable to build or train a product or service offered to others.

11.5 We license some Silva Tools separately. If you would like to use one yourself, you need a separate written licence from us.

## 12. Invoices and payment

12.1 We may invoice you at the end of a piece of work, at intervals during it, or in advance. Invoices are payable within 14 days of the invoice date. Where we invoice in advance, work starts when cleared funds arrive.

12.2 If you believe a Deliverable does not match the agreed scope, tell us in writing within 14 days of the invoice date, saying what is missing or wrong, and pay the rest of the invoice on time.

12.3 If we agree the Deliverable does not match the agreed scope, we will put it right within 28 days and the amount you held back becomes payable once we have. If we do not agree, the amount you held back remains payable under clause 12.1.

12.4 You are treated as having accepted a Deliverable, and may no longer hold back payment for it, when the first of these happens:

(a) 14 days pass from the invoice date without you raising a concern under clause 12.2;

(b) you use or rely on the Deliverable; or

(c) we put right the concern you raised.

12.5 If an invoice is not paid on time, we may charge interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998, we may stop work on any of your matters until it is paid in full, and we may charge for time spent recovering the debt at our hourly rates.

## 13. Ending the relationship

13.1 Where you do not have a retainer, either of us may end this contract on one month's written notice.

13.2 A retainer runs for the term in the retainer quote, or for 24 months if the retainer quote does not give one. You may not end it early unless we are in material breach and have not put it right within 30 days of your written notice asking us to. We may end a retainer on one month's written notice for any reason.

13.3 We may end this contract immediately, by notice to you, if you do not pay an invoice on time, if information you give us is false or misleading, or if you ask us to do something which is illegal, which is unprofessional (judged by the standards of the legal profession, whether or not those standards formally apply to us), or which could damage our reputation or expose us to risk. We may also decline to act, or stop acting, if a conflict of interest exists or arises which we cannot manage, or if we cannot verify your identity or the source of your funds.

13.4 When this contract ends for any reason, you will pay for the work done and expenses committed up to that date. We will send a final invoice, payable within 14 days. Clause 9.4 applies to your file.

13.5 Clauses 4.5, 7.3, 8, 9, 10, 11, 12, 14 and 16 continue after this contract ends.

## 14. Our liability

14.1 Nothing in these Terms limits our liability for death or personal injury caused by our negligence, for fraud, or for anything else which cannot be limited at law.

14.2 Subject to clause 14.1, our total liability to you for each matter on which you instruct us, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the greater of:

(a) any payment actually made to you or to us by our insurers for the purpose of settling a valid claim by you relating to that matter; and

(b) the total fees paid by you to us in the 12 months before the claim is first notified to us in writing.

14.3 We are not liable for loss of profit, revenue, business, opportunity or goodwill, or for any indirect or consequential loss.

14.4 We are not liable for loss caused by inaccurate, incomplete or misleading information or instructions, by the acts or omissions of anyone we did not engage and contract with directly, by events outside our reasonable control, by matters within clause 7.3 or clause 8.3, or by anyone treating our work as advice on the law of another country.

14.5 Any claim against us must be brought within three years of the later of the act or omission you complain of and the date you ought reasonably to have known of it, and in any event within six years of that act or omission.

14.6 If you have agreed a limit on another adviser's liability for the same matter, our liability will not increase as a result.

14.7 Your contract is with Silva Lex Ltd, a limited company. Our directors, employees and consultants have no personal liability to you and you agree not to bring a claim against any of them personally. If you do, you will indemnify us and them against the cost of dealing with it.

## 15. Complaints

15.1 If you are unhappy with our work or service, tell your point of contact first. If that does not resolve it, write to us at info@silvalex.co.uk. We will acknowledge your complaint within five working days and respond substantively within 20 working days. Our complaints policy is at silvalex.co.uk/complaints.

15.2 Because we are not regulated under the Legal Services Act 2007, there is no external ombudsman for complaints.

## 16. Notices and general

16.1 Notices in writing under these Terms may be given by email to info@silvalex.co.uk or to your main point of contact. We may give notice to you at the email address you normally use with us. Formal legal notices may not be given by email. A formal legal notice is a letter of claim or any document in legal proceedings, and must be sent by post to the registered office or main address of the person receiving it.

16.2 We may update these Terms by giving you notice. The current version is at silvalex.co.uk/terms. Changes apply to work you instruct after we notify you of them and, for retainers, 30 days after notice.

16.3 These Terms and the quote, estimate or scope email for the work are the whole agreement between us for that work and replace any earlier terms. Any change to a quote, estimate or scope email must be agreed in writing.

16.4 Neither of us may transfer this contract without the other's written consent. Nothing in these Terms creates a partnership or agency between us except as set out in clause 7.2.

16.5 Documents may be signed electronically.

16.6 If any part of these Terms is found to be unenforceable, the rest continues to apply.

16.7 This contract is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute.

## Appendix 1 – If you are a consumer

A1 When this Appendix applies. This Appendix applies if you are an individual instructing us wholly or mainly for purposes outside your trade, business, craft or profession. Where it conflicts with the rest of these Terms, this Appendix applies.

A2 Your right to cancel. You may cancel our contract within 14 days of the day it is made, without giving a reason. To cancel, tell us in writing at info@silvalex.co.uk or by post to our registered office. You may use the cancellation form at the end of this Appendix, but you do not have to.

A3 Starting work within the 14 days. If you ask us to start work within the cancellation period and then cancel, you must pay a proportionate amount for the work done up to the point you cancel. If we complete the work within the cancellation period at your express request, you acknowledge you will lose the right to cancel once the work is complete.

A4 Your statutory rights. Under the Consumer Rights Act 2015 we must carry out our services with reasonable care and skill. Nothing in these Terms limits or excludes any right you have under that Act or any other law which cannot be limited or excluded.

A5 Changes to these Terms for consumers. In place of the corresponding provisions in the main Terms:

(a) clauses 6.1 and 13.2: you may end a retainer at any time on one month's written notice, and a minimum term does not apply;

(b) clause 5.6: we will refund any payment in advance not used when the work ends;

(c) clause 12.5: interest on late payment is charged at 4% a year above the Bank of England base rate, and we will give you seven days' written notice before stopping work for non-payment;

(d) clause 13.3: we will give you reasonable written notice before ending the contract, except where the law prevents us continuing;

(e) clause 14.5 and the indemnity in clause 14.7 do not apply;

(f) clause 16.2: we will give you 30 days' notice of any change to these Terms and you may end the contract before the change takes effect; and

(g) clause 16.7: if you live in Scotland or Northern Ireland you may also bring a claim in the courts where you live.

## Cancellation form

Complete and return this form only if you wish to cancel your contract with us.

To

Silva Lex Ltd, 37 West Sunniside, Sunderland, SR1 1BU

info@silvalex.co.uk

I give notice that I cancel my contract for the supply of the following service.

Service

Ordered on

Your name

Your address

Signature (only if you send this form on paper)

Date