



Terms and Conditions

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1. Sign In to Legal Aid Services

- 1.1. These Terms and Conditions (the Terms) of use govern Your use of Sign In to Legal Aid Services (SILAS) and any Services accessed. You agree to the Terms by accessing SILAS and the Services.
- 1.2. We may amend the Terms without notice. Check the Terms regularly to ensure You understand the Terms that currently apply.
- 1.3. You must ensure that any Authorised Individual accessing SILAS and/or the Services has read the Terms and complies with them.
- 1.4. You will remain responsible to Us for the fulfilment of all Your obligations under the Terms and acknowledge and agree that You are legally responsible for any breach of the Terms.

2. Who may access SILAS

- 2.1. You may only access SILAS and the Services if you are:
 - 2.1.1. An employee or agent of the Ministry of Justice (including its Executive Agencies) with specific authority; or
 - 2.1.2. An Authorised Individual.
- 2.2. An Authorised Individual is:
 - 2.2.1. A Contracted Individual;
 - 2.2.2. An Instructed Counsel;
 - 2.2.3. An Authorised Third Party.

3. Definitions

- 3.1. In the Terms the following definitions apply:
 - “Authorised Third Party” means an individual authorised by a Contracted Provider or an Instructed Counsel to act on their behalf for the purposes of submitting applications or claims to the LAA, discussing financial matters or cases with the LAA or to otherwise access Services on their behalf.
 - “Contracted Individual” means an employee, agent, or sub-contractor of a Contracted Provider
 - “Contracted Provider” means an organisation that holds a contract with the Legal Aid Agency (LAA) to provide Legal Aid services in England and Wales.

- “Data Protection Legislation” means the Data Protection Act 2018, the UK General Data Protection Regulation and the Privacy and Electronic Communications Regulation
- “Data Controller” and “Data Processor” have the meaning set out in the Data Protection Legislation
- “Instructed Counsel” means a practicing solicitor, barrister or an Authorised Person or Exempt Person (as defined by the Legal Services Act 2007) who is permitted to exercise a “right of audience” and has been instructed by a Contracted Provider.
- “LAA” means the Legal Aid Agency, an Executive Agency of the MoJ.
- “MoJ” means the Ministry of Justice
- “SILAS” means the Sign In to Legal Aid Services online system
- “Service”, “Services” means any LAA IT system or service which is accessed or accessible via SILAS
- “the Terms”, “Terms and Conditions” means this agreement governing Your access to SILAS and the Services
- “User Account” means the digital identity created for an Authorised Individual (consisting of a username, password, email address and chosen multi-factor authentication method) used to access SILAS and the Services.
- “We”, “Us” or “Our” means the MoJ, including the LAA
- “You” or “Your” means the individual or entity authorised to access SILAS and the Services pursuant to clause 2 of the Terms

4. Connection to SILAS and the Services

- 4.1. You shall ensure that you have suitable IT equipment, software and technology to access a method of multi-factor authentication to obtain access to SILAS so that you are able to use SILAS and the Services. For avoidance of doubt, We shall not have obligations or liability in respect of any defect or failure of your IT equipment, software and/or technology or inability to access SILAS and/or the Services.
- 4.2. Your connection to SILAS and the Services is subject to You complying and continuing to comply with the Terms and any other relevant agreements between You and Us from time to time.
- 4.3. We may at any time require You to disconnect from accessing SILAS and/or the Services or suspend or block Your access to SILAS or the Services if in our reasonable opinion Your IT equipment, software or technology is or has been the cause or contributory factor or is likely to be the cause of failures, interruptions, errors or defects in SILAS or the Services, or in any way is considered by Us to pose a risk to the security of SILAS or the Services.
- 4.4. We may at any time suspend access to SILAS and/or the Services for the purposes of repair, maintenance or support of or changes to SILAS and/or the Services, or if there is or We believe there to be a fault or risk of error or failure of SILAS or the Services.

- 4.5. We may determine that SILAS and/or Services are only available at certain times or from certain locations.

5. Using Services

- 5.1. You may only access SILAS and/or the Services if you are authorised pursuant to clause 2 of the Terms.
- 5.2. You must ensure that all Authorised Individuals read and fully comply with the Terms.
- 5.3. Where the Authorised Individual is a Contracted Individual the Contracted Provider must ensure that they have validated the identity of the Authorised Individual before that Authorised Individual accesses SILAS on it's behalf and is required to maintain evidence of such validation and submit declarations to this effect as required by Us.
- 5.4. Where the Authorised Individual is an Instructed Counsel or an Authorised Third Party acting on behalf of an Instructed Counsel within chambers, You must ensure that your identity has been validated by Your chambers prior to accessing SILAS and evidence of such validation is maintained by Your chambers and You have submitted such declarations as may be required by Us.
- 5.5. Where the Authorised Individual is an Authorised Third Party acting on behalf of a Contracted Provider the Contracted Provider must ensure that they have validated the identity of the Authorised Individual before that Authorised Individual accesses SILAS and is required to maintain evidence of such validation and submit declarations to this effect as required by Us.
- 5.6. In all cases the Authorised Individual must have been issued with an individual User Account.
- 5.7. You must ensure that User Accounts are treated as confidential and must not be disclosed to any other individual or third party.
- 5.8. We have the right to disable User Accounts at any time if, in our reasonable opinion, You have failed to comply with any of the provisions of the Terms or We consider there is a risk to the security of SILAS and/or the Services.
- 5.9. If You know or suspect that anyone other than the specific Authorised Individual knows, has access to or is using a User Account You must immediately disable it, or report the issue to an Authorised Individual with appropriate access to disable it and immediately notify us by contacting the Online Support Team by phone on 0300 200 2020 or by emailing online-support@justice.gov.uk .
- 5.10. You shall ensure that each Authorised Individual:
- 5.10.1. Uses their individual User Account to access SILAS and/or the Services
- 5.10.2. Has been properly trained to use the IT equipment, software and technology to access SILAS and/or the Services.
- 5.11. You shall not allow

- 5.11.1. Simultaneous access using the same User Account
- 5.11.2. Generic or shared User Accounts
- 5.11.3. User Accounts linked to shared email accounts
- 5.11.4. The transfer or sharing of a User Account
- 5.11.5. Another person to use the User Account of an Authorised Individual who has left or has otherwise ceased to be an Authorised Individual.
- 5.12. On becoming aware of any unauthorised use of or access to SILAS and/or the Services or other breach you shall take reasonable steps to ensure that such use or activity ceases and prevent a reoccurrence of it and inform us within 24 hours of the incident(s) and actions taken.
- 5.13. We may create rules for password requirements or complexity and vary those rules at any time and without notice.
- 5.14. We may amend the available options for multi-factor authentication at any time and without notice.

6. Availability of SILAS and Services

- 6.1. We will use reasonable endeavours to ensure access to SILAS and the Services is maintained but We will not be liable if SILAS or the Services are unavailable at any time or for any period.
- 6.2. We may decide to limit access to SILAS or any Service at any time and for any period of time. We will use reasonable endeavours to give reasonable notice of periods when SILAS or a Service will not be accessible and publish information relating to availability, outages and maintenance periods.

7. Submission of information and/or data

- 7.1. Notwithstanding any other provision that exists in any contract or agreement between You and Us, You must ensure that all information and data you submit to us via SILAS and/or the Services is:
 - 7.1.1. Materially accurate to the best of your knowledge and ability to ensure this;
 - 7.1.2. Compliant with the requirements of any contract between You, a Contracted Provider, a barrister (as applicable) and Us;
 - 7.1.3. Compliant with the requirements of any relevant legislation including but not limited to:
 - 7.1.3.1. The Legal Aid, Sentencing and Punishment of Offenders Act 2012
 - 7.1.3.2. any applicable legal aid remuneration regulations
 - 7.1.3.3. any applicable legal aid procedure regulations

8. Information about You and Your use of SILAS

- 8.1. We collect and retain information about You in accordance with Our user privacy policy, available at

<https://www.gov.uk/guidance/laa-silas-help-and-information>,

and our cookie policy for SILAS, available at

<https://your-legal-aid-services.service.justice.gov.uk/cookies>

- 8.2. The Services may implement additional cookie policies specific to each Service, detailed in links from each Service.

9. Viruses, hacking and prohibited uses

- 9.1. We make every effort to check and test SILAS for viruses at every stage of production. You must make sure that the way You use SILAS does not expose You to the risk of viruses, malicious computer code or other forms of interference which can damage your computer system.
- 9.2. We are not responsible for any loss, disruption or damage to Your data or computer system that might happen when You use SILAS.
- 9.3. When using SILAS You must not introduce viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or any other material that is malicious or technologically harmful.
- 9.4. You must not try to gain unauthorised access to SILAS, the Services, the server(s) on which they are stored or any server, computer or database connected to them.
- 9.5. You must not attack SILAS or the Services in any way. This includes denial-of-service attacks.
- 9.6. You must not use SILAS or the Services in any way that breaches any applicable law or regulation
- 9.7. You must not use SILAS or the Services in any way that is unlawful, fraudulent or has any unlawful or fraudulent purpose
- 9.8. A breach of this section may constitute a criminal offence under the Computer Misuse Act 1990. We will report any attacks or attempts to gain unauthorised access to SILAS or the Services to the relevant law enforcement authorities and share information about You with them.

10. Data Protection

- 10.1. Where You are a Contracted Individual You shall comply with the data protection provisions contained in the relevant contract between the Contracted Provider and Us at all times.
- 10.2. Where You are an Instructed Counsel or an Authorised Third Party you shall:
- 10.2.1. comply with the obligations of a Data Processor when processing any data for which We are the Data Controller;
- 10.2.2. ensure You do not process data in the Services except in accordance with the Terms and as necessary for the performance of Your instructions from a Contracted Provider;

- 10.2.3. ensure that You do not knowingly or negligently do or omit to do anything which places Us in breach of our obligations under Data Protection Legislation.

11. Disclaimer

- 11.1. While We make every effort to keep SILAS and the Services up to date, We do not provide any guarantees, conditions or warranties that SILAS or the Services will be secure or free from bugs, viruses or malicious content.
- 11.2. We are not liable for any loss or damage that may come from using SILAS or the Services. This includes:
- Any direct, indirect, or consequential losses
 - Any loss or damage caused by civil wrongs ('tort, including negligence), breach of contract or otherwise
 - The use of SILAS or any Service accessed through SILAS or any website or online link to or from SILAS
 - The inability to use SILAS, or any Service accessed through SILAS.
- 11.3. This applies if the loss or damage was foreseeable, arose in the normal cause of things or You advised us that it might happen.
- 11.4. This includes but is not limited to Your:
- Income or revenue
 - Salary, benefits or other payments
 - Business
 - Profits or contracts
 - Opportunity
 - Anticipated savings
 - Data
 - Goodwill or reputation
 - Tangible property
 - Intangible property, including loss, corruption or damage to data or any computer system
 - Wasted management or office time
- 11.5. We may still be liable for any liability which cannot be excluded or limited under applicable law

12. Governing law

- 12.1. The Terms are governed by and construed in accordance with the laws of England and Wales.
- 12.2. Any dispute You have which relates to the Terms or Your use of SILAS or the Services will be subject to the exclusive jurisdiction of the Courts of England and Wales.

13. General

- 13.1. There may be other legal notices elsewhere on SILAS or in a Service that relate to how you use SILAS or a specific Service.
- 13.2. We are not liable if we fail to comply with the Terms because of circumstances beyond our reasonable control.
- 13.3. No failure by Us to exercise any power or to insist upon strict compliance by You with any obligation or condition shall constitute a waiver of any of our rights under the Terms.
- 13.4. No waiver by Us of any particular default by You shall affect or impair Our rights in respect of any other default (of any kind) by You.
- 13.5. No delay or omission by us to exercise any rights arising from any particular default by You shall affect or impair Our rights in respect of such default or any other default (of any kind) by You.
- 13.6. If any of the Terms are held to be invalid, unenforceable or illegal for any reason the remaining Terms will still apply.