



Terms and Conditions

Professional advisory services, client responsibilities and the limits of our role.

Effective date: 14 October 2026 | Version 1.0

1. About these terms

These terms explain our services, the allocation of responsibilities and the limitations of our role. They are intended for business-to-business engagements, not consumer purchases. AI Diligence Limited is referred to as “we” or “us”; the organisation engaging us is “you” or the “client”.

An accepted proposal, statement of work or signed engagement letter will specify the actual services, deliverables, fees and timetable. If there is any inconsistency, the signed engagement letter and any applicable data processing agreement prevail over these general terms to the extent of that inconsistency. These website terms do not alone create an engagement.

2. Nature of our services

We may review your existing AI systems and practices, identify gaps or material risks, provide reports and recommendations, assist with policies, inventories, risk assessments and procedures, and provide periodic governance and oversight support. Our work is advisory and proportionate to the agreed scope, information available and fee.

Unless expressly specified in a signed engagement, our work is not a statutory audit, legal opinion, cybersecurity penetration test, certification, regulatory approval or guarantee of compliance with ISO/IEC 42001 or any other standard. A review described as “ISO-aligned” is not independent accredited certification.

3. The client remains responsible

You remain responsible for your AI systems, the lawfulness of their use, your data, employees, clients, business decisions and outputs. You decide which AI tools to approve, what information may be entered, what human checks are required, whether an output may be relied upon, and how recommendations are adopted.

We provide professional observations, guidance and practical assistance with governance. Our engagement does not transfer to us your legal, regulatory, professional, operational or management duties. Recommendations cannot eliminate risks, prevent every error or ensure that all future AI output is accurate or secure.

4. Risks we cannot eliminate

AI systems may produce incorrect, incomplete, fabricated, biased or unsuitable content; mishandle confidential or personal information; change without notice; suffer cyber incidents; or be used outside approved procedures. A control framework and our advice may reduce exposure but cannot guarantee that such events will not occur.

We do not supervise every employee action or continuously monitor every AI prompt, model, system or output unless a specific, measurable monitoring duty is expressly agreed. A retainer provides the activities and review frequency stated in the engagement, not an unlimited or real-time guarantee.

5. Your cooperation and information

You will provide accurate, complete and timely information, appropriate access to relevant personnel and systems, details of connected companies and third-party providers, and notice of material changes to AI tools, use cases, processes or incidents. You remain responsible for the accuracy and legality of material provided and for obtaining permissions required to share it with us.

We may rely reasonably on information and explanations supplied by you and third parties without independently verifying every assertion, unless verification is expressly included within the scope. We will identify significant limitations of the evidence available where relevant.

6. Use of names, systems, records and third-party services

To perform the agreed work, we may need to refer to organisation, staff, supplier and client names, access business software or records, and examine representative prompts, outputs or documents. You authorise the access and limited processing necessary for the agreed scope, subject to applicable law, confidentiality and any agreed data processing arrangement.

You should provide least-privilege access where practicable, avoid supplying unnecessary sensitive data and approve any proposed use of third-party tools that would receive confidential client information. We do not acquire ownership of your data or systems through access.

7. Our professional standard and limitations

We will use reasonable care and skill in delivering the services agreed. Findings represent our professional judgement based on the scope, date, evidence, access and assumptions recorded. They are not predictions or warranties about future conduct, the performance of a model or the absence of breaches.

Reports and recommendations are intended for the named client's internal use, unless we agree otherwise in writing. Third parties must not rely on them without our express written consent. You should seek specialist legal, data protection, regulatory or security advice where a matter goes beyond the scope or competence of the agreed engagement.

8. Liability and exclusions

Nothing in these terms excludes or limits liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation. We do not seek to exclude liability for our own failure to exercise reasonable care and skill where such exclusion would be unlawful or unreasonable.

Subject to the preceding paragraph, we are not responsible for losses arising from your decisions to use AI, inaccurate AI-generated content, staff misuse, unlawful disclosure, failure to apply recommended controls, changes to third-party products, or your reliance on outputs without appropriate review, except to the extent

directly caused by our own breach of duty or contract.

Any financial limit on our liability will be specified in the relevant accepted proposal or engagement letter, where appropriate, and will apply only to the extent permitted by law. Any exclusion of indirect or consequential loss, lost profit, loss of business or reputational damage applies only to the extent fair, reasonable and enforceable under applicable law.

9. Fees, timing and ongoing oversight

Fees, payment terms, deliverables, assumptions and review frequency will be stated in the accepted proposal. Any additional work requires agreement. Ongoing services are limited to the agreed review cadence, contact time and tasks; material scope changes may require revised fees.

The engagement letter will set out notice periods, renewal, suspension for non-payment and termination rights. Unless otherwise agreed, either party may terminate for a material breach not remedied within a reasonable written notice period. Fees for work properly carried out to the termination date remain payable.

10. Confidentiality and data protection

Each party will protect the other's confidential information using reasonable safeguards and use it only for authorised engagement purposes, except where disclosure is required by law or permitted by agreement. We may retain limited copies where legally necessary or justified for professional recordkeeping.

Each party will comply with applicable data protection law in its respective role. Where we process personal data on your behalf, the parties will execute an appropriate UK GDPR Article 28 data processing agreement before that processing. Our Privacy Policy explains how we process information for our own business purposes.

11. Ownership, reliance and changes

You own your information and pre-existing materials. We retain our pre-existing tools, templates, methodologies and know-how. Subject to payment, you may use agreed client-specific deliverables internally for your business purposes. Neither party may use the other's name or logo in publicity without permission, except where legally required.

Any significant change in scope, assumptions or responsibilities must be agreed in writing. Neither party is responsible for delays caused by circumstances genuinely outside its reasonable control, provided it acts reasonably to minimise the effects.

12. Governing law and enquiries

Unless a signed engagement says otherwise, these terms and related non-contractual disputes are governed by the laws of England and Wales, and the courts of England and Wales will have jurisdiction.

For general enquiries, please use the contact form on the AI Diligence Limited website at aidiligence.co.uk.