

Generative AI Usage Policy – October 2025

1. Introduction

This Policy sets out the obligations of In-Form Solutions Ltd, a company registered in England and Wales under number 3961045, whose registered office is at 88 Hill Village Road Sutton Coldfield B75 5BE (“the Company”) regarding the use of generative artificial intelligence (“AI”) models, tools, and systems (collectively, “Generative AI”), and the rules, regulations, procedures, and principles that must be followed by the Company, its employees, agents, contractors, or other parties working on behalf of the Company, when using Generative AI.

2. Scope

- 2.1 The terms “artificial intelligence” and “AI” are not currently defined in the areas of UK law that generally apply to the use of Generative AI.
 - a) AI is defined in the National Security and Investment Act 2021 (Notifiable Acquisition) (Specification of Qualifying Entities) Regulations 2021 as “technology enabling the programming or training of a device or software to – (i) perceive environments through the use of data; (ii) interpret data using automated processing designed to approximate cognitive abilities; (iii) make recommendations, predictions or decisions; with a view to achieving a specific objective”.
 - b) Generative AI has no separate legal definition at present; however, it can be broadly defined as a type of AI which creates text, images, audio, video, or programming code in response to prompts input by users. This is made possible by the use of large amounts of training data combined with unsupervised and semi-supervised algorithms which understand natural language.
- 2.2 Generative AI is not directly regulated itself in the UK, but other legal areas including intellectual property law and data protection law intersect with it. Other issues arising in connection with Generative AI include risks relating to accuracy, bias, misinformation, disinformation, and discrimination.
- 2.3 The Company is committed not only to the letter and spirit of the relevant laws, but also to ensuring that Generative AI is used in a way which minimises the risks stated above. Generative AI must be used by employees, agents, contractors, or other parties working on behalf of the Company with care and due diligence at all times and in accordance with this Policy.
- 2.4 The Company believes that the innovative use of Generative AI has the potential to be of great value to the Company and its clients. This Policy aims to ensure that Generative AI is used to its full potential while also minimising the potential for intentional or unintentional misuse, unlawful outcomes, unethical outcomes, potential bias, inaccuracy, IP infringement, and the misuse (unlawful or otherwise) of personal data.

2.5 The following staff are responsible for administering this Policy and for developing and implementing any applicable related policies, procedures, and/or guidelines:

2.5.1 Data Protection Officer: Peter Case Upton.

2.5.2 IT Manager: Rhys Page of RHP Ltd

2.6 All Directors of the Company are responsible for ensuring that all employees, agents, contractors, or other parties working on behalf of the Company (“users”) comply with this Policy and, where applicable, must implement such practices, processes, controls, and training as are reasonably necessary to ensure such compliance.

2.7 Any questions relating to this Policy or to the applicable laws, regulations, principles, or best practice should be referred to the appropriate staff member listed above in Part 2.5.

3. Principles of Generative AI Application

3.1 The following general principles should be kept in mind at all times when using Generative AI:

- a) Responsibility: Users of Generative AI tools are ultimately responsible for their use and for the outputs generated by such tools.
- b) Lawfulness: Generative AI should always be used in compliance with applicable laws including, but not limited to, data protection law (as further set out below in Part 6 (Data Protection)) and intellectual property law (as further set out below in Part 9 (Intellectual Property Rights)).
- c) Confidentiality and Privacy: Generative AI must always be used in a manner which protects and preserves the confidentiality and privacy of data, as further set out below in Parts 6 (Data Protection) and 7 (Confidentiality).
- d) Impartiality: Where Generative AI is being used to generate outputs in which there is a risk of bias, appropriate steps must be taken to identify and mitigate such bias, as further set out below in Part 10 (Identifying and Mitigating Bias in Outputs).
- e) Clarity and Transparency: The application and output of Generative AI should be clear and understandable by users and by [clients] **OR** [customers] [and] other recipients, as further set out below in Part 12 (Transparency).

4. Evaluation & Approval of Generative AI Tools and Approved Tools

4.1 The following Generative AI tools are currently approved for use within the Company:

Name and Version	Use or Purpose	Restrictions (if Applicable)
John Griffiths	Overseeing the Company Policy	None
Dawn Bond	Administering the Policy	None Board Member

4.2 Subject to the restrictions set out in the table in Part 4.1, any other applicable

limitations set out in this Policy, and compliance with this Policy during use, the Generative AI tools listed therein may be used without further evaluation or approval by authorised users.

- 4.3 In the event that a user who is restricted from using a particular Generative AI tool as set out in the table in Part 4.1 wishes to use that tool, the user must first obtain the approval of John Griffiths.
- 4.4 When any user or department wishes to use a new Generative AI tool or a new version of one which has already been evaluated and approved, must seek the Approval from John Griffiths to evaluate the following aspects of that Generative AI tool before approving it for use:

Item
Terms of use / terms and conditions
Privacy policy
Security
Intellectual property licenses and ownership of output
Training data, if applicable (including IP, personal data, and confidential information included in the data)
Compliance with applicable laws

- 4.5 Upon approval under Part 4.4, new Generative AI tools should be added to the list above in Part 4.1 along with any usage restrictions applying to the Generative AI itself or to particular users.
- 4.6 Generative AI tools not listed in Part 4.1 and not evaluated and approved under Part 4.4 must not be used for Company-related activities, on any Company-owned or Company-issued devices, or in conjunction with any software provided by the Company.

5. Appropriate and Approved Use of Generative AI Tools

- 5.1 Generative AI is currently approved for use by users within, for, or on behalf of the Company as follows:

AI Name and Version	Approved Use(s) and Applicable Restrictions
Microsoft Copilot	Ability to use all aspects of research, editing, compiling of reports to aid the business or of our clients.
Chat GPT	Ability to use all aspects of research, editing, compiling of reports to aid the business or of our clients.

- 5.2 Subject to any restrictions set out in the tables in Parts 4.1 and 5.1, any other applicable limitations set out in this Policy, and compliance with this Policy during use, the Generative AI tools and approved use(s) listed above do not require further approval.

- 5.3 When any user or department wishes to use Generative AI for a new purpose, the user must first evaluate the following aspects of the proposed new purpose before approving it and proceeding:

Item
Terms of use / terms and conditions
Privacy policy
Security
Intellectual property licenses and ownership of output
Training data, if applicable (including IP, personal data, and confidential information included in the data)
Compliance with applicable laws

- 5.4 Upon approval under Part 5.3, new purposes should be added to the list above in Part 5.1 and described in detail, including any limitations or restrictions which apply to the purpose itself or to particular users.
- 5.5 Purposes not listed in Part 5.1 and not evaluated and approved under Part 5.3 must not be undertaken for Company-related activities, on any Company-owned or Company-issued devices, or in conjunction with any software provided by the Company.
- 5.6 When using Generative AI, users should ensure that they read, understand, and follow the terms of use (also known as terms and conditions), privacy policy, and any other terms or documentation relating to that Generative AI.
- 5.7 When using Generative AI, users should be mindful of the data on which the Generative AI has been trained and what that data is being used to produce. Particular attention should be paid to the ownership of intellectual property rights subsisting in the training data, any confidential or proprietary information which may be included in the training data, and any personal data which may be included in the training data. Users should also consider any biases or inaccuracies that may be inherent in the training data, including how up to date that training data is. For further information on these issues, please refer to the following Parts of this Policy:
- a) Part 6 (Data Protection);
 - b) Part 7 (Confidentiality);
 - c) Part 9 (Intellectual Property Rights);
 - d) Part 10 (Identifying and Mitigating Bias in Outputs); and
 - e) Part 11 (Verifying Accuracy of Outputs).
- 5.8 In addition to the factors set out in Part 5.7, users should ensure that they are aware of and in compliance with any other applicable laws, regulations, best practices, or similar, which apply to their given purpose for using Generative AI.

6. Data Protection

- 6.1 Data protection law in the UK consists of a range of legislation applying to data protection and privacy and includes the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003.
- 6.2 The terms “AI” “artificial intelligence” are not currently defined in data protection law; however, when personal data is used with AI, the law applies. It may apply at any stage, including development, deployment, and use. In some cases, the training data used for Generative AI may include personal data and/or a Generative AI tool may be subsequently used to process personal data.
- 6.3 Parties using personal data may be “controllers”, “processors”, or “joint controllers”. When using personal data in conjunction with Generative AI, it is important to determine in which of these capacities you are acting, as different legal obligations may apply in each case.
- 6.4 The UK GDPR sets out core principles with which any party handling personal data must comply. All personal data must be:
 - a) processed lawfully, fairly, and in a transparent manner in relation to individuals (“data subjects”);
 - b) collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes. Further processing for archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes shall not be considered to be incompatible with the initial purposes;
 - c) adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed;
 - d) accurate and, where necessary, kept up to date. Every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
 - e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed. Personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes, subject to implementation of the appropriate technical and organisational measures required by the UK GDPR in order to safeguard the rights and freedoms of data subjects; and
 - f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures.
- 6.5 When using a Generative AI tool that has been trained with personal data and/or processing personal data using a Generative AI tool, users must first ensure that they read, understand, and follow the Company’s Data Protection Policy and the terms of use (or terms and conditions) and privacy policy for that Generative AI tool.
- 6.6 The Company’s Data Protection Policy applies to all uses of personal data within, for, and on behalf of the Company. It sets out the Company’s obligations regarding the

collection, processing, transfer, storage, and disposal of personal data. When using personal data in conjunction with Generative AI, the procedures and principles set out in the Data Protection Policy must be followed at all times by the Company, its employees, agents, contractors, or other parties working on behalf of the Company.

6.7 The following questions should be asked whenever Generative AI is used to process personal data and must gain the written consent of John Griffiths before use. For full details, users must refer to the Company's Data Protection Policy:

- a) What lawful basis will you be relying on for processing the personal data?
- b) Are you/we acting in the capacity of a controller, joint controller, or processor? As a user of Generative AI developed by another party, you/we may be a controller, joint controller, or processor. Please consult with John Griffiths, for further assistance.
- c) Have you conducted a Data Protection Impact Assessment?
- d) How will individual data subjects be kept informed, and transparency ensured?
- e) How will security risks be mitigated?
- f) How will the processing be kept limited and relevant?
- g) How will you comply with requests made by individuals to exercise their legal rights.
- h) Will you be using Generative AI to make solely automated decisions which have legally or similar significant effects?

6.8 Users should ensure that they fully understand how the Generative AI tool uses data inputs before inputting any personal data. If the Generative AI adds input data to its training data and/or shares that data with third parties, Personal must not be used in conjunction with that Generative AI tool [without the express written consent of John Griffiths.

7. Confidentiality

7.1 "Confidential information" is defined by the Company as the information which is specified any information designated by the Company as confidential, and any other information as follows:

- a) any and all confidential or proprietary information relating to:
 - i) the Company's business, customers, clients, or suppliers;
 - ii) the Company's operations, processes, product information, trade secrets, know-how, or technical information; and
- b) further information, data, analysis, or findings derived from such Confidential Information.

7.2 The definition of confidential information set out above shall also apply to qualifying information of that nature which is received from third parties and designated as confidential (for example, confidential information which is subject to a non-disclosure agreement, which may also incorporate further restrictions on the use of such information).

7.3 The definition of confidential Information set out above shall apply whether or not the

confidential information is of a commercially (or other) sensitive nature, and in whatever tangible or intangible form the confidential information exists or is communicated.

- 7.4 When using any confidential information in conjunction with a Generative AI tool, users must adhere to any specific policies or the terms of any specific contracts (e.g., non-disclosure agreements) which apply to that confidential information. If any such policy or contract prohibits the use of the confidential information in such a manner, it must not be used in conjunction with Generative AI.
- 7.5 Users should ensure that they fully understand how the Generative AI tool uses data inputs before inputting any confidential information. If the Generative AI tool adds input data to its training data and/or shares that data with third parties, confidential information must not be used in conjunction with that Generative AI tool.

8. Security

- 8.1 The following Company policies apply to users of Generative AI for Company-related activities, on any Company-owned or Company-issued devices, or in conjunction with any software provided by the Company.
- 8.2 As set out above in Part 6, the use of personal data in conjunction with Generative AI must take place only in accordance with the principles and requirements of Part 6, the Company's Data Protection Policy, and applicable data protection law.
- 8.3 As set out above in Part 7, the use of confidential information in conjunction with Generative AI must take place only in accordance with the principles and requirements of Part 7 and only where (and to the extent) permitted by applicable policies and contracts.

9. Intellectual Property Rights

- 9.1 In the context of this Policy, the term "intellectual property rights" means patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to passing off actions, design rights, database rights, rights subsisting in software, rights to use confidential information and the right to protect the same, and any and all other intellectual property rights, whether registered or unregistered, including applications and the right to apply for (and be granted) renewals or extensions of, and rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world.
- 9.2 Generative AI tools may be used to create a wide range of works in which intellectual property rights subsist. Similarly, its training data may incorporate many different kinds of works protected by intellectual property rights and, in particular, copyright.
- 9.3 Generative AI that is trained on pre-existing training data will generate outputs based on that data as processed by its internal algorithms. Generative AI which has been trained on data that is protected by intellectual property rights (e.g., copyright, which subsists in works such as text, images, photographs, and sound recordings) may produce outputs that incorporate that training data or elements of it to a greater or lesser degree. It is therefore important to be aware of the training data used, of the

status of intellectual property ownership in the content of that training data, and the existence and terms of the licences granted to use it.

- 9.4 Generative AI often does not provide references for materials in its training data in outputs. Users should remain aware of this at all times when using Generative AI tools and should not assume that the training data used has been correctly licensed unless such licenses are documented and available. During the evaluation and approval process for new Generative AI tools and uses under Parts 4.4 and 5.3 of this Policy, the training data will be evaluated, but users should nevertheless exercise due diligence.
- 9.5 Outputs produced by Generative AI must, where applicable, be reviewed and checked by the user and by a Director of the Company for compliance with any and all applicable licences. If it is not clear that the training data is correctly licenced or that the output does not infringe the intellectual property rights of a third party, the output must be modified to make it non-infringing or deleted, as appropriate.
- 9.6 The ownership of intellectual property rights in the outputs produced by Generative AI may vary from one Generative AI tool to another and users must ensure that they read, understand, and follow the terms of use (or terms and conditions) and any other documentation relating to a particular Generative AI tool. In cases where the user of a particular Generative AI tool does own the rights in the work, the Company shall be the owner of all works generated by employees and shall require contractors to assign or licence ownership, as applicable, in the terms of the contract between the Company and each contractor.
- 9.7 If the terms of use (or terms and conditions) of a particular Generative AI stipulate that any particular labelling, acknowledgement, or reference be applied to the output, users must ensure that those requirements are followed.
- 9.8 Users should ensure that they fully understand how the Generative AI uses data inputs before inputting any information or content that is protected by intellectual property rights. If the Generative AI adds input data to its training data and/or shares that data with third parties, such information or content must not be used in conjunction with that Generative AI unless it is clearly licenced for such use.
- 9.9 Any questions regarding the ownership of intellectual property rights, whether in training data, inputs into a Generative AI tool, or in outputs produced by Generative AI should be referred to a Director of the Company.

10. Identifying and Mitigating Bias in Outputs

- 10.1 Generative AI that is trained on pre-existing training data will generate outputs based on that data as processed by its internal algorithms. As a result, biases present in the training data could also be present in outputs produced by that Generative AI.
- 10.2 Generative AI often does not provide references for materials in its training data in outputs. Users should remain aware of this at all times when using Generative AI tools and should never assume that an output is unbiased or free of discrimination.
- 10.3 Outputs produced by Generative AI tools must, where applicable, be reviewed and fact-checked before further use by the user using reliable and up-to-date alternative sources as would be used when carrying out similar tasks without the use of Generative AI. In the event that biases or other inaccuracies are present, outputs must be amended and corrected as appropriate.

11. Verifying Accuracy of Outputs

- 11.1 Generative AI that is trained on pre-existing training data will generate outputs based on that data as processed by its internal algorithms. As a result, inaccuracies present in the training data could also be present in outputs produced by that Generative AI. For example, the training data could be accurate only up to a certain point in time.
- 11.2 Generative AI often does not provide references for materials in its training data in outputs. Users should remain aware of this at all times when using Generative AI and should never assume that an output is correct.
- 11.3 Outputs produced by Generative AI must, where applicable, be reviewed and fact-checked by the user a Director of the Company using reliable and up-to-date alternative sources as would be used when carrying out similar tasks without the use of Generative AI. In the event that inaccuracies are present, outputs must be amended and corrected as appropriate.

12. Transparency

- 12.1 All content created using Generative AI tools must be labelled as such.

13. Reporting Misuse or Concerns and Referring Questions

- 13.1 Any misuse of Generative AI (suspected or actual; intentional or accidental), other concerns relating to its use, or questions relating to topics including, but not limited to those covered by this Policy should be referred to a Director of the Company.

This Policy has been approved and authorised by:

Name: David Poynton

Position: Chairman

Date: 16th October 2025

Signature:

