



PALMER & PALMER

PSYCHOLOGY SERVICES

AI Use Policy

Effective from 15th April 2025

1. Purpose of the AI Policy

- a. Palmer and Palmer Psychology Limited (**we, our or us**) is excited by the opportunities for innovation and efficiency offered by the proliferation of artificial intelligence (AI) models and tools. We intend to incorporate these tools into our organisation's operations in a safe, ethical, and legally compliant manner, to enable us, our **Staff Members**, and other stakeholders (e.g. our clients) to obtain maximum benefit from new and established AI technologies.
- b. Palmer and Palmer Psychology Limited has implemented this AI Policy to help us to achieve the above. The Policy sets out which AI tools and models may be used within our organisation, how they may be used, and by whom.
- c. Any questions in relation to this Policy should be referred to Dr Nick Palmer in the first instance via email at npalmer@papps.org.uk or by phone on 01603 555 670.

2. Why Artificial Intelligence?

- a. We have complied with our legal and ethical responsibility to identify potential risks and mitigate against these to a reasonable extent. We have done this by way of a Data Protection Impact Assessment (DPIA) which can be found in the appendix of this policy.

3. Palmer and Palmer Psychology Limited's Use of AI

- a. We allow and encourage the use of AI tools and models by our Staff Members (including officers, employees, consultants, trainees, homeworkers, part-time workers, fixed-term workers, casual workers, agency workers, volunteers, and interns), but only **Permitted Uses of Permitted Tools and Models** by **Permitted Users** (as defined below).
- b. Our **Permitted Tools and Models** are the specific AI tools or models that the Directors have considered and approved as safe and legally compliant for use within our business when used in accordance with this Policy. They are:
 - i. Heidi AI by Heidi Health.
 - ii. Adobe Acrobat AI by Adobe.
 - iii. Copilot by Microsoft.
 - iv. Talk Type by CareScribe.
 - v. Editor by Microsoft.
 - vi. Magic Studio by Canva.
 - vii. Read and Write by Text Help.

- viii. Q Global by Person Inc.
 - ix. Xero AI by Xero.
 - x. PAR.iConnect by Psychological Assessment Resources Inc.
 - xi. WPS Online Evaluation System by Western Psychological Services.
- c. If any Staff Member believes that approving a certain additional AI tool or model (i.e. one that is not included in the list above) for use within our organisation would be beneficial for the business, and that it could be used in a safe and legally compliant manner, they should contact the Directors to communicate their suggestion. Their suggestion will be considered by the Directors and, if the Directors agree with the proposal, the tool or model will be added to the list of Permitted Tools and Models above (via an update or an addendum to this Policy).

4. Permitted Uses of Palmer and Palmer Psychology Limited's Permitted Tools and Models

- a. The Permitted Tools and Models may only be used for the following **Permitted Uses**:
- i. Heidi AI, Copilot, Editor, Read and Write, and Type Talk may be used to record notes of meetings and integrate transcribed content into reports.
 - ii. Heidi AI, Copilot, Editor, Read and Write, and Type Talk may be used to transcribe audio recorded meetings, therapy sessions, assessments, and similar and integrate transcribed content into reports.
 - iii. Heidi AI, Adobe Acrobat AI, Copilot, Talk Type, Read and Write, Editor, Q Global, WPS Online Evaluation System, and PAR.iConnect may be used to construct and edit reports, letters, emails, and other written communication.
 - iv. Heidi AI, Adobe Acrobat AI, Copilot, Editor, Talk Type, Read and Write, Q Global, WPS Online Evaluation System, and PAR.iConnect may be used to collect, analyse, organise, summarise, and store assessment data.
 - v. Xero AI, Copilot, and Editor may be used to store, process, and otherwise manage accounting activity including invoicing.
 - vi. Magic Studio may be used to create and enhance marketing material and general resource development.

- b. If a Permitted User wants to use a Permitted Tool or Model for a use other than one of the Permitted Uses set out above, they should propose this use to the Directors, who will evaluate the proposal and, if they approve it, grant permission for the suggested use via a written confirmation.

5. How Permitted Uses should be Carried Out

- a. Permitted Uses of Permitted Tools and Models may only be carried out by Permitted Users. Our **Permitted Users** are:
 - i. Company Directors.
 - ii. Personal Assistant(s) to the Company Directors.
- b. Whenever a Permitted User carries out a Permitted Use, they must be aware that any output generated by AI tools or models may be inaccurate. This includes information purported to be factual, e.g. legal, medical, or technical advice. This applies regardless of media, i.e. whether the output is textual, graphic, audio, or of any other form. AI-generated output should never be taken to be true, or accurate and Permitted Users should always check the accuracy of any purported statements, facts, or representations before using these to inform or contribute to their work in any way.
- c. Whenever a Permitted User is planning to carry out a Permitted Use, they must consider whether the AI tool or model used may have been trained on, reflect, and/or via its output perpetuate any biases (e.g. systemic biases that discriminate against specific groups of people). If any potential for incorporation of such of bias exists, a Permitted User must consider:
 - i. Which biases may be present.
 - ii. The potential impacts of their using the relevant AI tool or model in the planned way (e.g. whether decisions may be made or advertisements targeted in a manner that reinforces an existing privilege held by a social group).
 - iii. How such biases and/or their effects may be mitigated by the Permitted User; and
 - iv. Based on the points above, whether the planned Permitted Use can be carried out in a way that does not risk harm to anybody, and which will not constitute discrimination under the Equality Act 2010. If they cannot be confident that it can, they should not carry out the planned Permitted Use or should first seek advice from the Director(s).
- d. Permitted Uses should always be carried out in accordance with the terms of any specific license(s) (e.g. software licenses) or agreements (e.g. user agreements) that allow and/or govern the use of Permitted Tools or Models when such licenses or agreements are held by or apply to either Palmer and Palmer Psychology Limited or individual Staff Members. If a Permitted User

is in any doubt as to what any such licenses or agreements require, they should contact the Director(s) and request further information. A non-exhaustive list of the licenses and agreements applicable to our Permitted Tools and Models, for Permitted Users' reference, can be found in the Appendix of this Policy.

- e. Whenever a Permitted User uses an AI tool or model, they must do so in accordance with all laws relevant to the specific use. These may include, but are not limited to:
 - i. Advertising and marketing laws and regulations.
 - ii. Laws dealing with defamation, libel, and slander.
 - iii. Anti-discrimination laws.
 - iv. Privacy and data protection laws.
 - v. Laws restricting the disclosure of confidential information; and
 - vi. Intellectual property laws.
- f. Permitted Uses should always be carried out in accordance with relevant governmental and other industry-standard regulations, sets of guidance, and codes of practice. These include, but are not limited to:
 - i. The Information Commissioner's Office's (ICO's) guidance on AI and Data Protection (<https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/artificial-intelligence/guidance-on-ai-and-data-protection/>).
- g. Additionally, when using a Permitted Tool or Model for a Permitted Use, a Permitted User should always:
 - i. Disclose that any AI-generated images used in public, or client content were made by an AI model, using an agreed disclaimer.
 - ii. Credit any AI-generated content in reports, using an agreed disclaimer in footnotes.
 - iii. Use official Palmer and Palmer Psychology Limited accounts with each AI service provider. Personal account use is not permitted.
 - iv. Limit the extent of confidential information or personal data entered into an AI system as far as possible. For example, when dictating using Type Talk or Read and Write, use the term 'the child' instead of the client's name. This will not be possible in all systems, such as Heidi, Copilot (when used within Teams), and other AI service platforms designed specifically to process sensitive data.

- v. Use AI diligently and ensure utilising such technologies relieves the administration burden where automation is appropriate, without using it to provide interpretation, formulation, recommendation, or similar professional judgements. You must not, under any circumstances, use AI to write entire reports or projects.
 - vi. Ensure you check the accuracy, ethicality, and suitability of all AI-generated information. You retain full responsibility for all AI-generated information as if it was produced by you.
 - vii. Use AI within your scope of practice or under the direct supervision of a person who is competent in the relevant area(s) of practice.
 - viii. Consider the use of AI on a case-by-case basis. In some cases, the use of AI may be inappropriate. Seek supervision where this might be unclear.
- h. At any point if, while carrying out or planning to carry out a Permitted Use, a Permitted User is uncertain as to how to do so in a risk-averse manner and in compliance with this Policy and with the law, they should not hesitate to contact Dr Nick Palmer to discuss their questions or concerns.

6. Staff Members' Obligations

- a. Staff Members must only use AI within our organisation in accordance with this Policy. They must comply with all provisions and must seek assistance via the identified contacts if uncertain on any point or, if identified contacts are unavailable, via another appropriate party (e.g. a line manager, Legal Department representative, or IT Department representative). The relevant use of AI should be paused until any such uncertainties are resolved.
- b. Staff Members should actively participate in any and all training provided or organised by Palmer and Palmer Psychology Limited that is relevant to AI and the use of AI tools and models. If any aspects of any training are unclear to a Staff Member, it is the Staff Member's responsibility to raise these concerns with Dr Nick Palmer.

7. Palmer and Palmer Psychology Limited's Obligations

- a. We are committed to implementing and facilitating the productive, ethical, and compliant use of AI technologies within our organisation. As such, we are committed to upholding this Policy and to supporting Staff Members to ensure that they can adhere to its provisions.
- b. Additionally, we will monitor and regularly evaluate how AI is used within our organisation. For example, we will investigate and analyse:
 - i. How our organisation's use of AI complies with the law and with any relevant guidance or codes of practice.

- ii. Any systemic biases that our use of AI tools and models and their output may be influenced by and which we may perpetuate.
 - iii. Whether AI tools and models used within our organisation are being used in accordance with this Policy (e.g. by analysing whether any inaccuracies are being identified).
- c. Monitoring and evaluation are the responsibility of the Directors, Dr Nick Palmer and Dr Nicola Palmer.

8. Training

- a. Palmer and Palmer Psychology Limited will provide any training on the use of AI in the workplace that's necessary to make sure that Staff Members can comply with the requirements set out in this Policy.
- b. Training will cover (but is not limited to), where appropriate:
 - i. Defining AI and explaining how different types of models (e.g. large language models) work.
 - ii. The various areas of law that impact how AI may be safely and compliantly used, for example, data protection, intellectual property, privacy, defamation, and advertising and marketing law.
 - iii. How AI can be used in a safe and ethical manner. For example, Staff Members should be aware of how AI may inadvertently be used to discriminate against individuals as prohibited by the Equality Act 2010; and
 - iv. The specific licenses and agreements that Palmer and Palmer Psychology Limited and its Staff Members are subject to in relation to their use of AI within our organisation, including the requirements imposed by these, how these should be complied with, and provisions on ownership (e.g. ownership of intellectual property).

9. Intellectual Property

- a. Generally, any intellectual property rights created by or arising in works created by any of Palmer and Palmer Psychology Limited's Staff Members in the course of their employment will be the property of Palmer and Palmer Psychology Limited, unless alternative provisions are made in law or in individual Staff Members' contractual arrangements with us (e.g. employment contracts or consultancy agreements). This includes any intellectual property rights that a Staff Member holds in any output created by an AI tool or model that the Staff Member was responsible for creating (e.g. which was created by an AI model in response to parameters entered by the Staff Member) in the course of their employment.

- b. Staff Members should be aware that they (and/or Palmer and Palmer Psychology Limited) may not always hold all intellectual property rights existing in AI output that they were responsible for creating. Ownership of any intellectual property may depend on:
 - i. The relevant AI tools or models user agreements or licenses that apply to the user in relation to the use made of the tool or model. For example, the provisions within such agreements dealing with intellectual property ownership.
 - ii. Any pre-existing intellectual property rights in the output created, whether the works in which the rights exist were input into the tool or model as training data, as user input, or not at all.
 - iii. The terms of any licenses or agreements governing the use of the model's or tool's training data.
 - iv. Any other factors impacting intellectual property ownership, for example, existing license agreements, previous disputes, or rules on different types of intellectual property rights.
- c. Bearing in mind the above, Staff Members must take care not to infringe the intellectual property rights of any other individual or organisation when:
 - i. Sourcing or using an AI tool or model.
 - ii. Contributing to training any AI tools or models.
 - iii. Inputting data of any kind into any AI tools or models; or
 - iv. Receiving and using the output of any AI tools or models.
- d. Staff Members should be careful not to use the output of any AI tool or model in a way that infringes any other party's intellectual property rights. They should be aware that:
 - i. AI tools and models may have been trained on content containing intellectual property rights belonging to others and such data may have been used without a valid license for this use; and
 - ii. Even if training was carried out in accordance with a license, publication of the tools or model's output or of content containing such may not be covered by the provisions of the license.
- e. Therefore, Staff Members should always:
 - i. Comply with the terms of any relevant licenses, including intellectual property licenses granted to them, to Palmer and Palmer Psychology Limited, or to another party but which via further licenses or

agreements they are covered by (e.g. user agreements for relevant AI tools or models).

- ii. Use AI tools and models in accordance with their terms of use and similar and in accordance with this Policy; and
- iii. Contact Dr Nick Palmer for assistance if they are unsure whether a particular use of given output is likely to constitute intellectual property right infringement.

10. Data Protection and Privacy

- a. All uses of AI within our organisation must be carried out in accordance with the UK's data protection laws, including the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR).
- b. No personal data (i.e. information about an individual from which they may be identified) belonging to anybody, including customers, Staff Members, and members of the public, should be input into any Permitted Tool or Model unless express approval to do so in the manner and for the purposes in question has been obtained beforehand from the Directors. Such approval will only be granted when the proposed use is in reliance on a legitimate basis for processing (e.g. it is with data subjects' consent) and in accordance with other data protection principles (e.g. this processing is necessary and appropriate for the relevant purpose).
- c. Permitted Users must consider whether any AI-generated output they receive, and use contains (or could contain) any personal data belonging to anybody. This applies regardless of whether a Permitted User input any personal data into the relevant AI tool or model themselves to generate this output. If output contains personal data or it is unclear whether it does or not, this output should not be used any further by the Permitted User who was responsible for generating it unless and until approval for such use is granted by the Directors.
- d. Additionally, Permitted Users should always comply with Palmer and Palmer Psychology Limited's other policies and procedures relevant to data protection and privacy, including our [GDPR & DPA, privacy, and cookies policies](#).

11. Protection of Confidential Information

- a. Staff Members must take care when using any of Palmer and Palmer Psychology Limited's confidential information as input into or to inform input into any AI tool or model. If any restrictions on the AI tools or models into which confidential information may be inserted are imposed in this Policy or otherwise (e.g. by line managers), these should be observed.
- b. If any AI-generated output contains Palmer and Palmer Psychology Limited's confidential information or if our confidential information could be

extrapolated from the output, this output should not be communicated outside of our organisation (e.g. via publication or communication to a client) without prior approval from Dr Nick Palmer.

- c. If a Staff Member has access to any confidential information belonging to a partner, collaborator, subsidiary, employee, or similar of Palmer and Palmer Psychology Limited, the rules set out within this section, above, also apply to this information. Further, such information must only be used in accordance with any agreements governing the exchange and use of such information (e.g. any collaboration agreements, purchase or investment agreements, or non-disclosure agreements).

Appendix - Licenses and Agreements Relevant to Palmer and Palmer Psychology Limited's Use of the Permitted Tools and Models

The following list refers Permitted Users to licenses and agreements that may affect how they are permitted to use the Permitted Tools and Models. Please note that this list is non-exhaustive, and any other applicable licenses or agreements introduced in relation to Permitted Tools and Models (e.g. by their owners) will also apply.

Relevant licenses and agreements:

- The Heidi AI Terms of Use found here: www.heidihealth.com/uk/legal/heidi-scribe-terms-of-use
 - Adobe Acrobat AI Terms of Use found here: www.adobe.com/uk/legal/terms.html
 - Copilot Terms of Use found here: <https://learn.microsoft.com/en-us/copilot/microsoft-365/microsoft-365-copilot-privacy>
 - Editor Terms of Use found here: www.microsoft.com/en-gb/privacy/privacystatement
 - Magic Studio Terms of Use found here: <https://www.canva.com/policies/ai-product-terms/>
 - Read and Write Terms of Use, found here: https://docs.google.com/document/d/e/2PACX-1vSESLj4bdjqcKSWRIBsbudn0Q8oczD0T3eiz4KPs_lq11YpMo2D_1SPz-xgZgsJ1vk8Dh7_lcVIZHFc/pub
 - Q Global Terms of Use found here: www.pearsonclinical.co.uk/content/dam/school/global/clinical/uk-clinical/assets/q-global/Q-global-licence-terms-and-conditions-March-2025.pdf
 - Xero Terms of Use found here: www.xero.com/uk/legal/terms/
 - PAR.iConnect Terms of Use, found here: www.parinc.com/trust-center/pariconnect-terms-and-conditions
 - WPS Online Evaluation System Terms of Use, found here: <https://platform.wpspublish.com/Home/TermsOfUse>
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Palmer & Palmer Psychology Ltd

DPIA

Controller details

Name of controller	Palmer & Palmer Psychology Ltd
Title of DPO	Directors
DPO	Dr Nick Palmer & Dr Nicola Palmer

The need for a DPIA

Who we are and why we have identified the need for a DPIA.

We are Palmer and Palmer Psychology Ltd. A small, family-owned and run psychology and therapeutic service. We are registered healthcare professionals governed by multiple professional codes of conduct and ethics. We have a moral, ethical, and legal duty to collect, process, and store data in a manner that is safe and compliant. We take this responsibility seriously.

The data we collect is deemed highly sensitive. It includes, but not limited to:

- Personal identifiers (e.g., name, address, date of birth, etc.).
- Health information (e.g., diagnoses, medical records, mental health, etc.).
- Psychological information (e.g., assessment data, etc.).
- Educational information (e.g., attainments, progress, exclusions, etc.).
- Social care information (e.g. social care assessments and proceedings, etc.).
- Legal information (e.g., convictions, claims of negligence, etc.).
- Technological information (e.g., such as Cookies as outlined by our other policies).

For a detailed overview of the data we collect and how we use this data, including retention periods, please see our [GDPR & DPA, privacy, and cookies policies](#). The client groups we work with include, but are not limited to:

Children and young people (birth to 17 years).

Adults (18+ years).

Those with vulnerabilities including children who are looked after and those with special educational needs and/or disabilities.

AI has been a feature of daily life for many years. However, the exponential growth and use of AI raises important legal and ethical questions. This document extends our [GDPR & DPA, privacy, and cookies policies](#) and should be read and understood in this wider context. You need to know that the ICO considers AI a high-risk technology.

We recognise the inherent power imbalances which exist and the way in which we choose to conduct our business may directly or indirectly impact our clients, their data, as well as their present and future experiences. We therefore wish to take measures which optimises transparency, integrity, and safety.

Data processing

The nature of processing

Details of how we collect, use, store, share, and delete your data, as well as the type of data we collect is covered in our [GDPR & DPA, privacy, and cookies policies](#). We expect these policies, with the addition of this AI policy, to be applicable to our use of AI.

Scope of processing

Details of the type of data we collect, how much, how often, retention periods and your rights to remove your data is covered in our [GDPR & DPA, privacy, and cookies policies](#). We expect these policies, with the addition of this AI policy, to be applicable to our use of AI.

The context of processing

Our relationship to you, what you can expect of our processing of your data, and all relevant laws and guidance relating to your data collection, storage, processing, use, and deletion is covered in our [GDPR & DPA, privacy, and cookies policies](#). We expect these policies, with the addition of this AI policy, to be applicable to our use of AI.

Processing data with AI

AI has been available for a very long time. We, like most organisations, have utilised this technology routinely. This is to the extent that for many, such technology is not even thought of as 'AI'. AI we already use includes:

Editor – a function in-built to Microsoft 365 programs such as Word, PowerPoint, Excel, and similar. Editor includes spell checker, grammar suggestions, design recommendations, and similar.

Xero AI – built-in to Xero accounting software, it allows the tracking of payments, storage of personal details, and generates automated reminders and invoices.

Q Global, PAR.iConnect, and WPS Online Evaluation System – if we ever send you an electronic questionnaire or similar, you will almost certainly be taken to one of these platforms to complete it. These platforms record very sensitive information which allow us to analyse and interpret data. It automatically calculates statistical information, charts, and flags and describes issues requiring specific attention.

Read and Write and Talk Type – these are used by our team to dictate, spell check, and proofread large documents to accommodate reasonable adjustment requirements.

Magic Studio – Canva has a collection of design tools, which make suggestions and design improvements for marketing and resources that we produce. It has the capability to generate images based on words or similar images put into the system. We do not use these functions, but it is important to say these are capabilities which may be relevant to us in the future.

However, with the growing innovations and broadening use of AI technology industries have asked the UK government to provide guidelines on how businesses can utilise this

new technology, whilst protecting people and vulnerable groups. The ICO are primarily achieving this through a 'risk-assessed' approach, such as completion of a DPIA and initiating internal AI policy, such as this one.

The use of AI implicates a wider range of laws and guidance, in addition to Data Protection and GDPR. This includes the Digital Economy Act 2017, Online Safety Act 2023, Computer Misuse Act 1990 (as amended), European Union Artificial Intelligence Act, and similar. It is important to be clear that whilst we use AI systems, we do not own and have no plans to develop our own AI systems.

AI we are investing in includes:

Heidi Scribe AI – this system is used by the NHS and a wider range of other data controllers and processors who deal with very sensitive information. It allows us to record live conversations in person or those we have pre-recorded, such as on a Dictaphone. It allows us to organise, summarise, and use data quickly and easily, as well as provide accurate records of conversations. This is particularly useful in the work we undertake for the courts. We believe this administrative task is beneficial to both us and our clients.

Adobe Acrobat AI – Adobe is a world-renowned software developer for the creative industries. We use Adobe Acrobat, a pdf creator, reader, and designer with AI capabilities. Adobe AI can summarise information, make design suggestions, and most importantly for us, provide an additional layer of security when we send reports.

Copilot – this is Microsoft's AI system. It is becoming increasingly integrated into Microsoft products, which we use extensively throughout our work, as many do. We have the capacity to use it for MS Teams and across all MS365 programs. It allows us to record, transcribe, translate, summarise, respond to emails, and find electronic data quickly.

We only invest in secure systems and service providers that we can trust. The above programs security levels are very high and often exceed UK standards. These measures include:

Multi-Factor Authentication (MFA).

ISO27001 certification.

European Union's Medical Devices Directive 93/42EC (MDD).

Secure Socket Layer (SSL) technology.

Transport Layer Security (TLS 1.2 protocol), RSA signing, and SHA-256 encryption (for data in transit).

Secure File Transfer Protocol (SFTP) and AES-256 encryption (data at rest and endpoint servers).

Health Insurance Portability and Accountability Act (HIPAA) compliance.

General Data Protection Regulation (GDPR) compliance.

Children's Online Privacy Protection Act (COPPA) compliance.

SOC 2 Type II.

Azure cloud security.

Cyber Essentials compliance.

De-identification of personal identifiers (a clever piece of technology used by Heidi Scribe AI).

DCB0129 clinical risk management compliance.

Audit logs on system usage.

Microsoft 365 F5 security and compliance.

Microsoft 365 F3 Frontline (protection on mobile devices).

End-to-end video and audio subscription.

Each AI system is different and so specific requirements and certifications will vary, but we have checked each system to ensure it is one of the best, if not *the* best, in its field. These measures are there to protect your data from the point of collection, as it moves within and between different networks, and when the data is at rest, whatever system that may be on.

When we no longer need your data, it is purged in one of three ways. AI data is removed securely by the systems in place as described above. For paper-based records we use a micro-cut shredder with a security level P-5. There are seven security levels of shredders ranging from P-1 (least secure) to P-7 (secret service secure). The UK government recommend a minimum P-4. P-5 cuts the paper into such small pieces it is virtually impossible for the document to be reassembled and read. It is, therefore, suitable for highly confidential data. And your digital data is destroyed in two ways. Firstly, we use the Do Your Data Super Eraser for Mac, which utilises encryption and deletion methods to military standards (algorithm DoD5220.22-M ECE). Making erased digital data irrecoverable. When we're finished with our electronics, we have these shredded by certified organisations who use industrial machines known as a hydraulic shearer to destroy hard drives.

We are committed to the highest quality standards in all our work. We are always looking at ways to deliver the best service in the most efficient and effective way. AI offers the opportunity to remove some administration tasks, leaving us free to meet and spend more time with our clients, applying psychology, to achieve the best outcomes. AI is intended to enhance our offer, not replace it in anyway. As a client, you should see no difference to the standards you have come to expect. We will closely monitor all the AI systems in use to

ensure that these remain in line with our values and principles and continue to meet the very highest standards in data processing.