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Northgate Creative Ltd | AI governance pack | Generated 18 November 2026

This pack was generated from the answers you gave. It contains five documents:

- **1. Client Questionnaire Answer Bank.** Model answers to the AI questions clients and tenders ask. Start with this if you have a questionnaire to return.
- **2. Acceptable AI Use Policy.** The internal rules for everyone who works for you, with your AI Tools Register, a new-tool checklist and incident steps.
- **3. Client AI Statement.** A short statement you can attach to tenders, proposals and supplier questionnaires.
- **4. AI Data Protection Impact Assessment.** A screening record and a pre-populated DPIA for you to complete.
- **5. Staff Quick Guide and Sign-off.** One page of rules for your team, with a record that they have read it.

What to do first

You said you have a tender to return. Open the Answer Bank, adapt answers 1 to 3 for the tender's AI questions, and attach the Client AI Statement saved as a PDF.

Your action list

These are the things your answers suggest you should do before you rely on the pack.

1. You listed tools on free or personal plans. Switch off any model-training or activity setting on each account, limit those tools to the category shown in the register, and consider moving to a business plan.
2. Confirm that the data processing agreement shown in the register is actually in place for each business-plan tool. It is usually part of the business terms, but some suppliers ask you to sign or accept it separately.
3. Check your client contracts and NDAs for clauses that restrict AI use. Where a client prohibits it, record that against the client.
4. Share the Acceptable AI Use Policy with everyone who works for you and keep a record that they have read it.
5. Put a review in the diary for 18 May 2027. Check each supplier's terms again then, and whenever a tool or plan changes.
6. Read every document before you use it and correct anything that does not match what you actually do. A client can hold you to what these documents say.

How to use the documents

- They are Word documents so that you can edit them. Change anything that does not match what you do.
- Parts marked **For you to complete** need information only you have.
- When a client asks a question that is not in the Answer Bank, answer it consistently with the Client AI Statement.
- Save the Client AI Statement as a PDF before you send it to anyone.

Important

These documents are templates prepared by AI Governance Pack from the information you supplied. They are not legal advice and AI Governance Pack is not a law firm. They reflect the law of England and Wales and published guidance as at 13 November 2026, and supplier terms as checked on 13 November 2026. Supplier terms and guidance change. If your use of AI is high risk, or a contract depends on these documents, take advice from a solicitor.

Template version 0.1 (draft).

Client Questionnaire Answer Bank

Northgate Creative Ltd | Version 1.0 | 18 November 2026

Model answers to the questions clients, procurement teams and tenders most often ask about AI. Each is written from the answers you gave. Adapt the wording to the exact question in front of you, and keep it consistent with your Client AI Statement.

1. Do you use AI or machine learning tools in your business?

Yes. We use ChatGPT Business, Microsoft 365 Copilot (work account) and Claude Pro or Max for drafting and editing documents and content, research and summarising information and meeting notes and transcription. Use is governed by our Acceptable AI Use Policy and an approved-tools register, and Sam Carter, Managing Director, is accountable.

2. Have AI tools been used in preparing this tender or response?

Yes. AI tools assisted with drafting and editing only. All content was reviewed and verified by our staff, who are responsible for its accuracy. No confidential information supplied by you was entered into AI tools. [Delete this answer and write "No" if AI was not used for this response.]

3. Will AI be used in delivering the service or product?

AI-assisted content is included in client deliverables only after review and approval by a competent member of our team. We will tell you before introducing any material new use of AI in delivery.

4. Is our data entered into AI tools?

Client confidential information is entered only into AI tools that our register approves for that category, and only where your contract with us permits it. We do not enter personal data into AI tools.

5. Is our data used to train AI models?

No. Client information is entered only into tools on business terms under which the supplier does not use customer content to train its models by default. Free or personal-plan tools on our register are restricted to public and non-confidential information.

6. Where is data processed and stored?

ChatGPT Business: No UK data residency option on this plan. Microsoft 365 Copilot (work account): Stored within the Microsoft 365 service boundary for our tenant. Claude Pro or Max: Not selectable on a personal plan.

7. Do you have a data processing agreement with your AI suppliers?

ChatGPT Business: OpenAI Data Processing Addendum. Microsoft 365 Copilot (work account): Microsoft Products and Services Data Protection Addendum (Microsoft acts as processor). Claude Pro or Max: None (personal plan).

8. Who is accountable for AI governance?

Sam Carter, Managing Director.

9. Do you have an AI policy? Please provide it.

Yes. Our Acceptable AI Use Policy (version 1.0, 18 November 2026) is attached.

10. How do you ensure AI output is accurate?

AI-assisted work is reviewed by a person before it is relied on or delivered. Facts, figures and sources are checked against originals. Responsibility for the work stays with the member of staff who produced it.

11. Do you use AI to make decisions about individuals?

No. We do not use AI to make or support decisions with a legal or similarly significant effect on individuals.

12. Have you carried out a DPIA for your AI use?

We have carried out and recorded a DPIA screening. Personal data is not entered into our AI tools, so a full DPIA is not currently required. We repeat the screening when our use changes.

13. How do you control which AI tools staff use?

We keep an approved-tools register. Sam Carter approves any new tool or plan before use, after checking the supplier's terms. Tools are used through company-managed accounts, and everyone who works for us has read the policy.

14. What happens to client information and AI accounts when someone leaves?

Access to AI tools is removed on the person's last day, and any client material held in their AI workspaces is deleted or transferred.

15. Do you train your staff on AI use?

Yes. Everyone who works for us reads the Acceptable AI Use Policy and a one-page quick guide when they join and whenever they change, and signs to confirm it.

16. How would you handle an AI-related incident?

Incidents are reported to Sam Carter immediately and assessed as a potential personal data breach. We notify affected clients without undue delay, and the Information Commissioner's Office within 72 hours where required.

17. How do you address bias and fairness?

We do not rely solely on AI for decisions about people, AI-assisted work is reviewed by a person, and our policy prohibits use that could discriminate contrary to the Equality Act 2010.

18. How do you keep up with changes in AI regulation?

We review our policy and tools register at least every six months and monitor guidance from the Information Commissioner's Office, including its forthcoming statutory code of practice on AI and automated decision-making.

19. Are you certified to ISO/IEC 42001?

No. Our AI governance is proportionate to our size and is documented in our policy, tools register and DPIA record. We hold a data protection policy, registration with the Information Commissioner's Office and Cyber Essentials certification.

Acceptable AI Use Policy

Northgate Creative Ltd | Version 1.0 | Effective 18 November 2026 | Owner: Sam Carter, Managing Director | Next review: 18 May 2027

1. Purpose

This policy sets out how Northgate Creative Ltd ("we") uses artificial intelligence (AI) tools. It exists to protect our clients' information, the personal data we handle and the quality of our work, while allowing us to benefit from AI.

2. Who this policy applies to

This policy applies to all employees, directors, workers, contractors and anyone else who works for us or on our behalf.

This policy does not form part of any contract of employment and we may amend it at any time.

3. What we mean by AI tools

"AI tools" means software that generates text, images, audio, code or analysis in response to instructions, and AI features built into other software, for example in email, document, meeting or design tools.

4. Approved tools

Only the tools listed in the AI Tools Register (Schedule 1) may be used for our work. The register records, for each tool, the plan we use and the highest category of information that may be entered.

A new tool, or a new plan of an existing tool, must be approved by Sam Carter before it is used for work. Approval requires a check of the supplier's terms on confidentiality, model training, data location and data processing.

Some tools on our register are free or personal plans. Their terms can allow the supplier to use what is entered to improve its models, and to have staff review conversations. Client confidential information and personal data must never be entered into those tools.

Personal accounts must not be used for our work unless the tool and account are listed on the register.

5. Information that may be entered into AI tools

We classify information into four categories:

Category	Examples	Rule
Public	Published material, our website content	May be used with any approved tool
Internal	Our own plans, drafts and non-sensitive business information	Approved tools only
Client confidential	Client documents, unpublished plans, pricing, anything covered by an NDA	Only tools approved for this category on the register, and only where the client contract permits

Category	Examples	Rule
Personal data	Information about identifiable people, including clients' customers and our own staff	Only tools approved for this category, and only where necessary for the task

Never enter into any AI tool:

- passwords or access credentials;
- payment card or bank details;
- special category personal data, such as health information, unless a Data Protection Impact Assessment has approved that specific use.

Where the task can be done without real names or identifying details, remove them first.

6. Client requirements come first

If a client contract, NDA or instruction restricts or prohibits AI use, that restriction overrides this policy. Before using AI on a client's work, check the client's terms. If you are unsure, ask Sam Carter.

7. Accuracy and human review

AI tools can produce content that is wrong, out of date, biased or invented, and can present it confidently. The person using the tool is responsible for the output.

- Check facts, figures, quotations, legal references and sources against a reliable original before relying on them.
- Review all AI-assisted work before it leaves the business.
- AI-assisted content may be included in client deliverables only after review and approval by a competent person.

8. Decisions about people

We do not use AI tools as the sole basis for any decision that has a legal or similarly significant effect on an individual, such as recruitment, dismissal, pay or access to a service.

9. Transparency

We are open with clients about our use of AI. Our Client AI Statement describes it. If a client or a tender asks whether AI was used, answer truthfully and consistently with that statement.

10. Intellectual property and confidentiality

- Do not ask an AI tool to reproduce or imitate material you know to be protected by copyright or a trade mark.
- Do not enter third-party material into AI tools where a licence or contract prohibits it.
- Ownership of AI-generated content can be uncertain. Where ownership matters to a client, raise it with Sam Carter before delivery.

11. Fairness

AI output can reflect bias. Do not use AI tools in a way that could discriminate against people because of a characteristic protected by the Equality Act 2010.

12. Security

- Use approved tools only through company-managed accounts, with multi-factor authentication where available.
- Do not install AI browser extensions, plug-ins or agents that can read company or client data without approval.
- Do not connect AI tools to email, files or client systems without approval.
- When someone leaves, Sam Carter removes their access to AI tools on their last day and deletes or transfers any client material held in their AI workspaces.

13. Reporting problems

Tell Sam Carter immediately if:

- confidential information or personal data has been entered into a tool that is not approved for it;
- an AI error has reached, or nearly reached, a client;
- you become aware of a security problem with an AI tool.

Where personal data is involved, we will assess whether the incident is a personal data breach that must be reported to the Information Commissioner's Office within 72 hours under UK GDPR Article 33, and whether clients must be told.

14. Monitoring

We may monitor use of company systems, including AI tools, to check compliance with this policy and to protect information. Any monitoring will be proportionate and carried out in line with data protection law and our privacy notice for staff.

15. Breaches of this policy

A breach of this policy may be dealt with under our disciplinary procedure, which follows the Acas Code of Practice on Disciplinary and Grievance Procedures. Serious breaches, such as deliberately entering client confidential information into an unapproved tool, may amount to gross misconduct.

16. Training and review

Everyone covered by this policy reads it when they join and whenever it changes. Sam Carter reviews this policy and the AI Tools Register at least every six months, and whenever a tool, its terms or the law changes materially.

Schedule 1: AI Tools Register

Supplier terms as checked on 13 November 2026. Re-check at each review.

Tool and plan	Use of our inputs for model training	Data location	Data processing agreement	Highest category permitted
ChatGPT Business	Not used for training by default	No UK data residency option on this plan	OpenAI Data Processing Addendum	Client confidential
Microsoft 365 Copilot (work account)	Prompts, responses and organisational data are not used to train foundation models	Stored within the Microsoft 365 service boundary for our tenant	Microsoft Products and Services Data Protection Addendum (Microsoft acts as processor)	Client confidential
Claude Pro or Max	Depends on the user's model-improvement setting, which must be switched off for work use	Not selectable on a personal plan	None (personal plan)	Internal

Schedule 2: New AI tool approval checklist

Sam Carter completes this before any new tool or plan is added to the register.

Check	What to look for	Result
Plan	Is it a business plan in the company's name, not a personal account?	
Model training	Do the terms say our inputs are not used to train models, or can that be switched off for the whole account?	
Data processing agreement	Is there one, and has it been accepted or signed?	
Data location	Where is data stored and processed? Is there a valid basis for any transfer outside the UK?	
Retention and deletion	How long are prompts and outputs kept? Can we delete them?	
Access	Can we manage accounts centrally and require multi-factor authentication?	
Connections	What can the tool read (email, files, client systems)? Is that necessary?	
Client restrictions	Would any client contract prohibit using it on their work?	
Decision	Approved or refused, the highest category of information permitted, date and name.	

Schedule 3: If something goes wrong

1. Stop using the tool for that work and tell Sam Carter straight away.
2. Record what was entered, into which tool and account, when, and by whom.
3. Delete the conversation or file from the tool if the tool allows it, and note that you did.
4. Decide whether personal data was involved. If so, assess within 72 hours whether it must be reported to the Information Commissioner's Office.
5. Check the client contract. Tell the client without undue delay if their information was involved.
6. Fix the cause: change the setting, remove the tool, or retrain the person.
7. Record the incident and the outcome in the review record below.

Schedule 4: Review record

Date	What was reviewed or changed	By
18 November 2026	Policy adopted	Sam Carter

Statement on Our Use of Artificial Intelligence

Northgate Creative Ltd | Version 1.0 | 18 November 2026 | Contact: Sam Carter, Managing Director

1. Summary

Northgate Creative Ltd uses AI tools to support our work. People remain responsible for everything we deliver. This statement explains what we use, how we protect client information and who is accountable.

2. What we use AI for

We use AI for drafting and editing documents and content, research and summarising information and meeting notes and transcription.

3. Tools we use

- ChatGPT Business
- Microsoft 365 Copilot (work account)
- Claude Pro or Max

We keep a register of approved tools. No other AI tools are used for client work.

4. Your information

Client confidential information is entered only into tools that our register approves for it. For those tools, the supplier’s business terms state that customer content is not used to train its models by default.

Tools on free or personal plans are restricted to public and non-confidential information.

If your contract with us restricts AI use, we follow your contract.

5. Human oversight

AI-assisted content is included in client deliverables only after review and approval by a competent member of our team. Our people check AI-assisted work for accuracy before it is relied on.

6. Decisions about individuals

We do not use AI as the sole basis for decisions with a legal or similarly significant effect on individuals.

7. Governance

Sam Carter, Managing Director, is accountable for our use of AI. We maintain an Acceptable AI Use Policy that binds everyone who works for us, an AI Tools Register, and a documented DPIA screening confirming that our current AI use does not require a full assessment. We review these at least every six months.

8. AI in tenders

In line with Procurement Policy Note 017, we disclose on request whether AI tools were used in preparing a tender response. Any AI-assisted content in our bids is reviewed and verified by our

staff, who remain responsible for its accuracy. We do not enter contracting authorities' confidential tender information into AI tools unless permitted.

9. Incidents

If an incident involving AI affects your information, we will tell you without undue delay and in line with our contract with you.

10. Related assurance

We hold a data protection policy, registration with the Information Commissioner's Office and Cyber Essentials certification.

11. Changes

We update this statement when our tools or practices change materially. The current version is available on request.

This statement describes our practices at its date. It is not a warranty and does not amend any contract.

AI Data Protection Impact Assessment

Northgate Creative Ltd | Version 1.0 | 18 November 2026 | Owner: Sam Carter, Managing Director

Section 1. Screening: do we need a full DPIA?

A Data Protection Impact Assessment (DPIA) is required under UK GDPR Article 35 where processing of personal data is likely to result in a high risk to individuals. This screening records whether our use of AI reaches that threshold.

Screening question	Answer
Is personal data entered into, or produced by, our AI tools?	No
Is special category or criminal offence data involved?	No
Is AI used to evaluate, score or make decisions about individuals?	No
Is AI used in recruitment or to monitor staff?	No
Do individuals interact directly with an AI system we provide?	No
Is personal data about children or vulnerable people involved?	For you to complete
Is personal data processed at large scale?	For you to complete

Screening outcome. Based on the answers given, personal data is not entered into AI tools. A full DPIA is not indicated. Keep this screening record and repeat it if your use of AI changes.

> **For you to complete:** Answer the last two questions. If either is "Yes", complete Section 2 whatever the outcome above says.

Section 2. DPIA

This follows the structure of the Information Commissioner's Office DPIA template. Parts marked "For you to complete" need information only you have.

Step 1. Why a DPIA is needed

Northgate Creative Ltd uses ChatGPT Business, Microsoft 365 Copilot (work account) and Claude Pro or Max for drafting and editing documents and content, research and summarising information and meeting notes and transcription. The most sensitive category of information entered into these tools is: client confidential information.

Step 2. The processing

Nature. Staff enter information into the AI tools listed in the register below and receive generated output. Each supplier stores prompts and outputs under its own terms.

Tool and plan	Use of our inputs for model training	Data location	Data processing agreement	Highest category permitted
ChatGPT Business	Not used for training by default	No UK data residency option on this plan	OpenAI Data Processing Addendum	Client confidential

Tool and plan	Use of our inputs for model training	Data location	Data processing agreement	Highest category permitted
Microsoft 365 Copilot (work account)	Prompts, responses and organisational data are not used to train foundation models	Stored within the Microsoft 365 service boundary for our tenant	Microsoft Products and Services Data Protection Addendum (Microsoft acts as processor)	Client confidential
Claude Pro or Max	Depends on the user's model-improvement setting, which must be switched off for work use	Not selectable on a personal plan	None (personal plan)	Internal

> **For you to complete:** Scope: describe the categories of personal data and of individuals, the approximate volumes, and how long you keep AI outputs.
>
> **For you to complete:** Context: describe your relationship with the individuals and whether they would expect their data to be used with AI tools.

Purposes. Drafting and editing documents and content, research and summarising information and meeting notes and transcription.

Step 3. Consultation

> **For you to complete:** Record who you consulted: staff, clients, and whoever leads on data protection for you.

Step 4. Necessity and proportionality

> **For you to complete:** Lawful basis under UK GDPR Article 6 for each use. For client work this is typically performance of a contract or legitimate interests. If you rely on legitimate interests, record your balancing assessment.
>
> **For you to complete:** Could you achieve the purpose without personal data, or with less of it?

Processor terms (Article 28). See the "Data processing agreement" column in the register above. Personal data must only be entered into tools where an agreement is shown.

International transfers. Several of these suppliers process data outside the UK. Check the transfer mechanism in each supplier's data processing agreement.

> **For you to complete:** How individuals are told about this processing, for example the wording in your privacy notice.

Suggested privacy notice wording. "We use AI tools supplied by third parties to help us carry out our work. Where personal data is processed using these tools, the supplier acts as our processor under a written agreement and does not use the data to train its models. A person reviews AI-assisted work before we rely on it." Only use this once it is true for every tool that holds personal data.

Step 5. Risks

Score each risk for likelihood and severity (low, medium or high) and confirm the control is in place.

Risk	Likelihood	Severity	Standard control
Personal or confidential data entered into a tool whose supplier may use it for model training or human review			Approved tools on business plans only; personal plans barred for this data
Inaccurate AI output relied on in a decision or deliverable			Human review before reliance; checking against sources
Data processed or stored outside the UK without a valid transfer mechanism			Supplier agreement and transfer terms checked at approval
Staff use unapproved tools			Policy, register, training and account controls
Biased or discriminatory output affecting individuals			No sole reliance on AI for decisions about people; review
Individuals unaware their data is processed with AI			Privacy notice updated
Supplier changes its terms or sub-processors			Six-monthly register review
Supplier keeps prompts and outputs longer than needed			Retention settings checked; deletion where available
Unable to fulfil individuals' rights for data held in AI tools			Record which tools hold personal data; know each supplier's deletion route
AI connected to email, files or systems exposes more data than intended			Connections approved individually; least access

Step 6. Measures to reduce risk

> **For you to complete:** For each risk scored medium or high, record the extra measure you will take, who owns it and by when.

Step 7. Sign-off

Item	Record
Residual risk accepted by	
Role	
Date	
Next review date	18 May 2027

If a high risk remains that you cannot reduce, you must consult the Information Commissioner's Office before the processing starts (UK GDPR Article 36).

Using AI at work: quick guide

Northgate Creative Ltd | 18 November 2026 | Questions to Sam Carter, Managing Director

This is the short version of our Acceptable AI Use Policy. The policy is the full rule book.

Tools you may use, and what may go into them

Tool	The most sensitive information allowed
ChatGPT Business	Client confidential
Microsoft 365 Copilot (work account)	Client confidential
Claude Pro or Max	Internal

Nothing else may be used for work. Ask before trying a new tool or signing up for a new plan.

Always

- Check the client's contract or ask before using AI on their work.
- Take out names and identifying details when the task does not need them.
- Check facts, figures, quotes and sources before you rely on what AI gives you.
- Read AI-assisted work properly before it goes to a client. You are responsible for it.
- Tell Sam Carter straight away if something goes into the wrong tool.

Never

- Enter passwords, bank or card details, or health and other special category data.
- Use a personal account for work unless it is on the list above.
- Let AI make a decision about a person without a human deciding.
- Connect an AI tool to email, files or a client system without approval.

Sign-off

I have read the Acceptable AI Use Policy and this guide.

Name	Signature	Date