



Bracton

Case and client management, with the work already done.

ARTIFICIAL INTELLIGENCE

Artificial intelligence policy

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APPLIES TO	The Bracton platform, the Bracton AI Assistant, and the use of AI tools inside Bracton Ltd
OWNER	Saqib Khan, director
REVIEW	At least annually, on any change of model provider, and on any material change to what the assistant is permitted to do

The question a firm needs answered is not whether a supplier uses AI responsibly. It is what leaves the building, who sees it, what is written down and who signs off. This policy answers those four.

i. **Why this policy exists**

A company that sells a legal AI product to regulated firms has to hold itself to the standard it sells. The firms that let Bracton read their matter data are entitled to know what the product does with a model, what it sends, what it keeps, and where a person has to intervene.

Most of what is published on this subject is a statement of values. This policy is a statement of mechanics, because a compliance officer cannot test a value.

ii. **What the product does**

Bracton reads across a firm's whole caseload rather than the one file a fee earner has open.

Overnight it works through every live matter it can reach, the correspondence, the documents, the key dates, the time records and the ledger, and by morning each fee earner has the files that need attention with the next action already drafted. A limitation date approaching with no proceedings issued. A client who has gone quiet. An undertaking still open. A matter with no substantive activity for a month.

It drafts replies, chasers and client updates from the firm's own precedents, finds chargeable work that never reached a time entry and writes up the missing entries for approval, and flags fixed fee matters that have run past the agreed scope. It answers research questions with a citation the fee earner can open.

The same assistant is sold on its own to run inside a case management system a firm is already contracted to. In that form it reads what the other vendor's interface exposes, which is usually matters, documents, correspondence, key dates and time, and sometimes not the ledger. Where the ledger is not exposed, the accounts work is out of reach, and a firm is told at the review stage exactly what its own system exposes before it commits to anything.

iii. **What a person has to approve**

Nothing the product produces reaches a client, a court or a counterparty on its own. The product drafts, researches and flags, and a qualified fee earner who is accountable for the work reviews and approves before anything leaves the firm. That is a property of how the product is built rather than a rule somebody is asked to follow.

Where the assistant runs inside another vendor's system it writes nothing back without a person approving it. Inside the platform, the actions where the consequence is money leaving a client

account or a document reaching the other side demand a fresh presentation of the second factor at the moment of approval, tied to that action rather than to the session, with the amount, the payee, the account number and the matter shown at the point of confirming.

Bracton Ltd is not authorised or regulated by the Solicitors Regulation Authority. It does not provide legal services, does not give legal advice, does not carry on a reserved legal activity and does not supervise a firm's work. What the assistant produces is material for a fee earner to check and adopt, and the fee earner remains responsible for it.

iv. **What leaves the firm**

Where the product sends matter content to a language model, the provider of that model is processing client data. It is a sub processor of Bracton Ltd and is treated as one rather than as a component of the software. Three requirements are absolute.

- 1 Nothing trains a model. The provider is contracted and technically configured so that no content from a firm's matters is used to train, tune or evaluate anything, at the provider or at Bracton Ltd.
- 2 Processing happens in the United Kingdom, or in the European Union with the firm's written authorisation and on a recognised transfer mechanism, with the regions named to the firm. A firm whose own clients demand it can require United Kingdom only processing, and the product is configured accordingly.
- 3 There is a data processing agreement between Bracton Ltd and the provider, which a firm reads during due diligence rather than being told one exists.

Alongside those, retention at the provider is zero or bounded to a short period for abuse monitoring, and the length is disclosed. Every model provider in use is named on the sub processor list, a firm gets not less than thirty days notice before one changes and is entitled to object, and no matter content reaches a provider that has not been through that process. That restriction covers the evaluation of a new model during development as much as live use, which is the point at which this kind of rule is usually broken.

Only what a task needs is sent. The assistant does not ship a whole matter file to a model in order to draft a chaser, and the record of what was sent is available to the firm rather than described in the abstract.

The model provider is contracted on published terms that exclude the use of any customer content to train, tune or evaluate a model, and it is named on the sub processor list a firm reads during due diligence rather than in this policy. Every commitment in this section is a term of that contract, and a firm is entitled to see the contract before it signs.

v. What is recorded

What was sent, for which matter and on whose action is recorded in the audit log the firm reads, so a firm sees the flow rather than taking it on trust. Every action the product takes is recorded, so a firm can show what the product read, what it drafted and when, to its regulator, its client or its insurer.

The log is append only. It is written to a store the application's own role can add to and cannot alter or delete, and the firm's administrator searches and exports it without a support request. Reads are logged as carefully as writes, because in a law firm the question that matters is often who looked rather than who changed something.

vi. What the assistant is not allowed to do

Every research answer cites a source the fee earner can open and check, or states plainly that no authority was found. The product does not present invented citations, and it does not dress an absence of support as though it were support. A fabricated authority in a legal product is not a quirk of the technology to be managed, it is the failure that ends the product, and the design treats it that way.

The assistant does not decide anything a solicitor is accountable for. It does not advise a client, it does not settle a case strategy, it does not exercise a professional judgement and it does not approve its own output. It does not take an action outside the permissions the firm has set, and where an information barrier conceals a matter, the assistant is on the same side of that barrier as the person it is working for.

Client material gains no second persistent home. Every upload to a stand alone AI platform gives client material another address in another vendor's cloud, and over months that becomes a shadow copy of a firm's most sensitive files with its own retention behaviour and its own breach surface. Bracton keeps no such copy. Where the assistant runs inside another system, it reads matter data where it already lives and that system remains the single system of record.

A firm's precedents and house style are configured for that firm alone. Nothing is pooled across firms, no firm's drafting improves another firm's output, and the work product remains the firm's.

vii. Where it is wrong

The product will produce wrong output. Any product of this kind will, and a policy that implied otherwise would be the least trustworthy paragraph on this site. What matters is what happens next.

New capabilities are tested against real legal work before release. Drafting is checked against a firm's house style, research is checked to cite what it claims to cite, and the behaviour is confirmed before any firm relies on it. Capabilities are released in stages rather than all at once, so that behaviour is observed on a limited footing and corrected before wider use. Design decisions that affect how the product behaves are recorded, so there is a written account of why it works the way

it does.

Where the product produces an output that is wrong or harmful, Bracton Ltd investigates what happened and why, corrects it, and tells the affected firm so that the firm can check any work that relied on it and meet its own duties. A record of the incident, its cause and the action taken is kept, and it feeds back into the product and into this policy. Where an incident involves personal data it is handled under the data protection policy and reported where the law requires.

viii. **AI inside Bracton Ltd**

The company uses AI tools in its own work, and applies the same disciplines it sells. A person reviews and signs off anything an AI tool produces before it leaves the company, whether that is a document, a proposal or a message, and no output is treated as reliable until somebody competent to judge it has checked it.

Client and firm confidential material is never put into a consumer AI tool or into any tool whose data handling has not been reviewed. Only what a task needs is provided, identifying detail is removed where the work allows it, and confidentiality owed to a firm and to the people in its matters is not relaxed because a tool is convenient.

Where a statement of law is produced with the help of an AI tool and is going to be published or relied on, it is checked against the primary source before it goes anywhere. That rule exists because it was written after a real failure rather than in anticipation of one.

ix. **The energy this uses**

Running a language model over a whole caseload every night has an energy cost, and a policy about AI that ignores it is incomplete. The company's position is to size the model to the task rather than reach for the largest available, to do the work that can be done without a model without one, and to run the overnight sweep as a single pass rather than repeatedly. The environment policy sets out the wider position.

x. **Ownership and review**

This policy is owned by the director of Bracton Ltd, who is accountable for the standards it sets. It is reviewed at least once a year, promptly when the product changes in a way that affects how it behaves, when the model provider changes, and when guidance from a relevant regulator develops.

Where the way the product behaves changes in a way that matters to the firms using it, that change appears here. Updated versions carry a new version number and date.

This document is published at bractonlegal.co.uk/policy-artificial-intelligence.html and the page carries the same words. Where a firm needs a position it does not state, write to hello@bractonlegal.co.uk and the answer goes into the next version.

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