

Date 07/05/2026

**Old Irvine Road Surgery**

North West Kilmarnock Area Centre  
Western Road  
Kilmarnock  
KA3 1NQ

Ref: 100189

Subject: Data Subject Access Request – Hospital / NHS Trust Records

Client Name: Miss Emma Lindsay  
Client Reference: 100189  
Client Address: 46 Mayfield Avenue, KA1 4EA  
Date of Birth: 26/08/1990  
Also Known As:  
Name in Care:  
NHS Number (if known):  
Previous Addresses (if applicable):

Dear Sir/Madam,

We act on behalf of the above-named individual and submit this request under Article 15 of the UK General Data Protection Regulation and the Data Protection Act 2018.

**Scope of Request**

We request disclosure of all personal data held in relation to our client across all departments within your organisation.

This includes, but is not limited to:  
Accident & Emergency (A&E) records  
Inpatient and outpatient records  
Admission and discharge summaries  
Clinical notes and observations  
Safeguarding referrals and alerts  
Mental health liaison or crisis team involvement  
Diagnostic reports (including scans, imaging, and test results)

Correspondence with GPs, social services, or other agencies  
Referral records and outcomes  
Any incident or risk-related reports  
Any scanned or archived documentation

### **Multi-Department Search Requirement**

Please ensure this request is processed across all relevant departments and services, including any specialist units or legacy systems.

### **Historical Records**

Given the potential historical relevance, please include:  
Archived and off-site records  
Legacy systems and paper files  
Records held under predecessor organisations or merged Trusts

### **Enclosures**

We enclose:  
Signed authority  
Proof of identity  
Should you require any further information to process this request, please advise promptly.

### **Statutory Timeframe**

We expect a response within one calendar month. If an extension is required, please confirm in writing with justification.

### **Non-Holding of Data**

If you do not hold relevant records, please confirm:  
Whether the individual attended your Trust  
Any known successor or alternative record-holding organisations

### **Service of Documents**

We only accept service of documents via email at [evidence@mmalegal.co.uk](mailto:evidence@mmalegal.co.uk). Should you for any reason be unable to send documents to the above email, please notify us via the same email imminently.

We thank you for your assistance in this matter.

Yours faithfully,

Investigations Team  
MMA Legal  
E: [evidence@mmalegal.co.uk](mailto:evidence@mmalegal.co.uk)

T: 0161 563 0816

## **DEED OF AUTHORITY & CONSENT**

<b>THIS DEED is made on the date of signature below by (the “Client”)</b>	
Full Name:	Emma Lindsay
Date of Birth:	26/08/1990
Previous Names (if any):	
Current Address:	46 Mayfield Avenue KA1 4EA
Previous Addresses (relevant to care placements):	
CHI / NHS Number (if known):	

<b>IN FAVOUR OF (the “Representative”)</b>	
Firm Name:	MMA Legal
Address	SToK, 43-59 Princes Street, Stockport
Postcode	SK1 1RY
Email	evidence@mmalegal.co.uk
Telephone Number	0161 563 0816

### **1. STATUS AND CONSTRUCTION**

- 1.1.** This Deed is executed as a deed and constitutes valid written authority for the purposes of:
  - 1.1.1.** UK GDPR
  - 1.1.2.** Data Protection Act 2018
  - 1.1.3.** Common law confidentiality
  - 1.1.4.** Any related statutory, regulatory or supervisory framework
- 1.2.** This Deed shall be interpreted purposively and broadly to give full effect to the Client’s intention that all personal data and Records relating to them be disclosed to the Representative, subject only to lawful statutory restriction.
- 1.3.** This Deed is intended to provide clear and comprehensive authority for disclosure of the Client’s personal data.

### **2. APPOINTMENT**

- 2.1.** The Client appoints the Representative to act fully on their behalf in connection with:
  - 2.1.1.** An application to Redress Scotland;
  - 2.1.2.** Any review, reconsideration or appeal;
  - 2.1.3.** Evidence gathering and submission;
  - 2.1.4.** Any associated advisory, compensatory or restorative process.
- 2.2.** Requests made by the Representative shall be treated as made personally by the Client.

### **3. SCOPE OF AUTHORITY**

- 3.1.** This Authority applies to all public and private bodies including (without limitation):
  - 3.1.1.** Local Authorities and Councils
  - 3.1.2.** NHS Boards and GP Practices
  - 3.1.3.** Health & Social Care Partnerships
  - 3.1.4.** Integration Joint Boards
  - 3.1.5.** Religious bodies and orders
  - 3.1.6.** Residential and foster care providers
  - 3.1.7.** Education authorities and schools
  - 3.1.8.** Government departments
  - 3.1.9.** Archive services
  - 3.1.10.** Insurers holding historical liability files
  - 3.1.11.** Successor, merged or restructured public bodies
- 3.2.** The Authority applies whether Records are:
  - 3.2.1.** Archived, microfiche, digitised or handwritten;
  - 3.2.2.** Stored off-site by contractors;
  - 3.2.3.** Held by dissolved or reconstituted institutions;
  - 3.2.4.** Transferred following statutory reorganisation.
- 3.3.** The Client requests that records not be withheld solely on administrative grounds such as archival storage or institutional restructuring including, for example:
  - 3.3.1.** The institution has closed or restructured;
  - 3.3.2.** Records are archived or require manual retrieval;
  - 3.3.3.** Records are held by insurers or successor bodies;
  - 3.3.4.** Retrieval involves time or administrative burden.

### **4. SPECIAL CATEGORY DATA – EXPLICIT CONSENT**

- 4.1.** For the purposes of Article 9 UK GDPR and Schedule 1 Data Protection Act 2018, the Client gives explicit consent to disclosure of all special category data including:
  - 4.1.1.** Physical and mental health records
  - 4.1.2.** Psychiatric and psychological reports
  - 4.1.3.** Therapy and counselling notes
  - 4.1.4.** CAMHS records
  - 4.1.5.** Social work and safeguarding files
  - 4.1.6.** Ethnicity or religious data where recordedThis includes all NHS and private medical providers.

This explicit consent may be withdrawn at any time by written notice.

## **5. CRIMINAL OFFENCE DATA – EXPLICIT CONSENT**

**5.1.** For the purposes of Article 10 UK GDPR and Schedule 1 Data Protection Act 2018, the Client gives explicit consent to disclosure of:

- 5.1.1.** Criminal offence data
- 5.1.2.** Police investigation material
- 5.1.3.** Child protection investigations
- 5.1.4.** Statements and intelligence logs
- 5.1.5.** Outcome decisions

including records held by:

- 5.1.6.** Police Scotland
- 5.1.7.** Any predecessor Scottish police force
- 5.1.8.** Prosecuting authorities.

## **6. THIRD-PARTY DATA AND REDACTION**

- 6.1.** The existence of third-party data shall not justify refusal to disclose the Client's personal data.
- 6.2.** Where necessary, redaction shall be limited strictly to third-party information.
- 6.3.** Mixed data shall be disclosed in redacted form rather than withheld in entirety.

## **7. PROPORTIONALITY AND REASONED DECISION-MAKING**

- 7.1.** Any refusal, limitation or redaction must:
  - 7.1.1.** Identify the specific statutory exemption relied upon;
  - 7.1.2.** Explain how that exemption applies to the particular Record;
  - 7.1.3.** Confirm why partial disclosure is not possible;
  - 7.1.4.** Be communicated in writing.
- 7.2.** Blanket refusal without statutory justification may not satisfy statutory obligations under applicable data protection legislation.
- 7.3.** Any reliance upon "disproportionate effort" must provide written reasoning demonstrating why staged disclosure or redaction is not feasible.

## **8. VALIDITY AND FORMAL REQUIREMENTS**

- 8.1.** This Deed remains valid for 24 months from execution unless withdrawn in writing.
- 8.2.** Disclosure shall not be refused because:
  - 8.2.1.** An internal template form has not been used;
  - 8.2.2.** The Authority is considered "out of date" within internal policy;
  - 8.2.3.** Additional consent is sought beyond reasonable identity verification.
- 8.3.** Any organisation acting in good faith reliance upon this Deed shall be fully discharged in making disclosure.

## **9. REGULATORY AND STATUTORY RIGHTS**


In the event of non-compliance, refusal, or unreasonable delay in responding to a lawful request made under this Deed, the Client and/or the Representative reserve the right to pursue any statutory or regulatory remedies available under applicable law.

This may include raising concerns with the relevant supervisory authority or regulator where appropriate.

Nothing in this Deed limits the Client's rights under the UK GDPR, the Data Protection Act 2018, or any other applicable statutory framework.

Withdrawal shall not invalidate disclosures already made in reliance upon this Deed.

### **EXECUTION AS A DEED**

Signed and delivered as a Deed by the Client:	
Signature	
Print Name	Emma Lindsay
Date	03/03/2026

Witness	
Name	Billie Tyrie
Address	SToK, 43-59 Princes Street, Stockport, SK1 1RY
Occupation	Case Handler
Signature	<b>Billie Tyrie</b>
Date	03/03/2026

# Completion Certificate

Reference ID: 25720739-f31b-44d9-8ff5-e540fd15d366

## Document Details

**Document Name(s):** loa  
**Total Pages:** 4  
**Sent By:** System (N/A)  
**Completed Date:** Mar 03, 2026 17:27:58 UTC

## Signer Information

**Name:** Not Provided  
**Email:** emmalindsay26@outlook.com  
**Telephone:** Not Provided  
**IP Address:** 62.56.89.108



Verified Electronic Signature

## Audit Trail

Action	Timestamp	IP Address
Created	2026-03-03 17:26:47	System
Document link opened by client	2026-03-03 17:26:53	74.125.208.43
Document electronically signed	2026-03-03 17:27:58	62.56.89.108

## Security Verification

SHA-256 Checksum: 2a9b7d1df3910bdf8f48d1499adfab50ffbfbc82612e3deab76df7c60e900f3f

*This document is a legally binding record of the e-signature process.*



# STARLING



24hr Customer Service: 0207 930 4450  
www.starlingbank.com

**Miss Emma Lindsay**  
46 Mayfield Avenue  
Hurford  
Kilmarnock  
Ayrshire  
KA1 5EA

Account Name: Emma Lindsay & Gibson Wells  
IBAN: GB63RGL60837136055336  
BIC: SRLGGB2L  
Sort code: 60-83-71  
Account Number: 36055336

Summary		01/03/2026 - 20/03/2026
Opening Balance		£795.08
Payments In		£1792.73
Payments Out		£2253.10
Closing Balance		£334.71

Your deposit is eligible for protection by the Financial Services Compensation Scheme.

## 01/03/2026 - 20/03/2026 Statement

DATE	TYPE	TRANSACTION	IN	OUT	END OF DAY ACCOUNT BALANCE
	OPENING BALANCE				£795.08
01/03/2026	CARD SUBSCRIPTION	Prime Video*PL3TQ7URS		£7.99	
01/03/2026	CONTACTLESS	THE GREEN WELLY STOP		£43.56	£743.53
02/03/2026	DIRECT DEBIT	Close Brothers T/ACloseBrosMotFin (51-825497)		£136.41	
02/03/2026	DIRECT DEBIT	Vodafone (1004750531)		£18.00	
02/03/2026	DIRECT DEBIT	Vision Express (72443316)		£14.70	
02/03/2026	DIRECT DEBIT	DVLA (00000000069934626)		£17.06	
02/03/2026	DIRECT DEBIT	Vodafone (1005778844)		£20.00	
02/03/2026	CONTACTLESS	THE GREEN WELLY STOP		£24.97	
02/03/2026	CHIP & PIN	TESCO STORES 5968		£144.40	
02/03/2026	CONTACTLESS	TAYCHREGGAN HOTEL		£49.77	£318.22
03/03/2026	CARD SUBSCRIPTION	Prime Video*138X19WAS		£2.99	
03/03/2026	CONTACTLESS	BRUNCH		£7.40	
03/03/2026	CONTACTLESS	PREMIER		£28.47	
03/03/2026	ONLINE PAYMENT	STAGECOACH SERVICES		£25.00	
03/03/2026	CONTACTLESS	GREGGS		£2.20	
03/03/2026	CONTACTLESS	THE BAGUETTE BAR		£5.85	
03/03/2026	CONTACTLESS	A&L BRYCES LIMITED		£1.35	
03/03/2026	ONLINE PAYMENT	Just Eat		£32.47	
03/03/2026	CONTACTLESS	The Yard		£14.95	£197.54
04/03/2026	DIRECT DEBIT	Vodafone (7076506805-1001)		£82.54	
04/03/2026	CONTACTLESS	KILMARNOCK CONVENIENCE		£15.70	
04/03/2026	CONTACTLESS	PREMIER		£3.45	£95.85
05/03/2026	DIRECT CREDIT	Browns Food Group (80 RFF)	£503.77		
05/03/2026	TRANSFER	Gibson Wells (holiday )		£100.00	
05/03/2026	CONTACTLESS	COSTA COFFEE 43010814		£2.99	
05/03/2026	DIRECT DEBIT	Healthy Pets LTD (0530/416137)		£5.31	
05/03/2026	DIRECT DEBIT	Healthy Pets LTD (0530/416138)		£7.37	
05/03/2026	CONTACTLESS	ANNICK S5TN FS1023		£9.64	
05/03/2026	CONTACTLESS	Taylor's Diner		£1.50	£472.81
06/03/2026	DIRECT DEBIT	Propensio Finance (2410-081159-32257)		£16.35	
06/03/2026	ONLINE PAYMENT	BRITISH GAS		£30.00	
06/03/2026	ONLINE PAYMENT	BRITISH GAS		£20.00	
06/03/2026	CONTACTLESS	HOME BARGAINS KILMARNO		£2.99	
06/03/2026	CONTACTLESS	CENTRAVEND		£1.00	

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Our terms and conditions can be accessed via the Starling app or by our website www.starlingbank.com/legal. Starling Bank Limited is a member of the Financial Services Compensation Scheme and the Financial Ombudsman Service. For further information about the compensation provided by the FSCS, refer to the FSCS website at www.fscs.org.uk. Further details can also be found on the FSCS Information Sheet and Exclusions List which are available in the app and on our website.

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06/03/2026	CONTACTLESS	PREMIER		£4.15	
06/03/2026	CONTACTLESS	PREMIER		£8.23	
06/03/2026	TRANSFER	Gibson Wells (xx)	£160.00		
06/03/2026	CONTACTLESS	UNIVERSITY HOSPITAL AY		£6.50	
06/03/2026	CARD SUBSCRIPTION	BUMPER.CO.UK		£120.67	
06/03/2026	CONTACTLESS	GREGGS		£3.1	
07/03/2026	CONTACTLESS	TESCO STORES 5968		£22.1	
07/03/2026	CONTACTLESS	TESCO STORES 5968		£95.1	
07/03/2026	CARD SUBSCRIPTION	Amazon Prime*UB3AX98T5		£8.1	
08/03/2026	ONLINE PAYMENT	ASDA GROCERIES ONLINE		£27.1	
09/03/2026	DIRECT DEBIT	Oodle Financial Services (250125102762259-01)		£155.1	
09/03/2026	FASTER PAYMENT	E Lindsay ()	£230.00		
09/03/2026	CONTACTLESS	ASDA Stores		£9.32	
09/03/2026	CONTACTLESS	ASDA Stores		£3.48	
09/03/2026	CONTACTLESS	PREMIER		£25.69	
09/03/2026	CHIP & PIN	ASDA PETROL/UPT		£20.02	£280.48
10/03/2026	CONTACTLESS	BROWNINGS THE BAKERS		£4.25	
10/03/2026	CHIP & PIN	B&M 773 GLENCAIRN		£57.74	
10/03/2026	CONTACTLESS	KILMARNOCK CONVENIENCE		£18.79	
10/03/2026	CONTACTLESS	CENTRAVEND LTD		£6.35	
10/03/2026	CONTACTLESS	CENTRAVEND LTD		£6.55	
10/03/2026	CONTACTLESS	GREGGS		£1.15	
10/03/2026	CONTACTLESS	YMS CAMPBELLS LTD		£1.70	
10/03/2026	ONLINE PAYMENT	STAGECOACH SERVICES		£25.00	£156.75



