

South Ayrshire Council

Date 12/05/2026

Data Protection Officer
Information Governance Team
Legal and Democratic Services
County Buildings
Wellington Square
Ayr
KA71DR

Ref: 100224

Subject: Data Subject Access Request under Article 15 UK GDPR and Section 45 DPA 2018

Client Name: Mr Brian Whyte
Client Address: 2/3 , 133 Kinnell Avenue, Glasgow, G52 3RT
Client Reference: 100224
Date of Birth: 31/03/1964
Also Known As:
Name in Care:

Dear Sir/Madam,

We act on behalf of the above-named client, who was placed in residential care at the institution(s) referenced below during the approximate period stated.

Approximate Dates of Placement:
The Geilsland House Approved School Geilsland Road, Beith, Ayrshire,,: 1979-1981

This request is made under Article 15 of the UK General Data Protection Regulation and Section 45 of the Data Protection Act 2018.

Scope of Request

We request disclosure of all personal data held in relation to our client, across all systems and formats, including but not limited to:
Admission and discharge records

Full placement history, including transfers between care settings
Social work records, case files, and assessments
Daily logs, key worker notes, and case notes
Incident reports, safeguarding records, and protection referrals
Case conference notes, reviews, and internal assessments
Complaints, investigations, and outcomes
Correspondence between staff, local authorities, and external agencies
Records shared with or held by third-party care providers acting on your behalf
Medical, psychological, or educational records held within the care file
Photographs or other documentation relating to our client's time in care
Records identifying staff members and roles involved in their care

Historical and Archived Records

Given the historical nature of this request, we require that all reasonable and proportionate searches are undertaken, including:

Archived and off-site storage
Legacy systems, including paper, microfiche, and scanned records
Records held under previous authority names, reorganisations, or successor bodies
Records held by contracted, private, or voluntary sector care providers commissioned by your authority

Placement and Authority Clarification

Where records indicate placement in additional care settings, we request:

Details of those institutions
Dates of placement
The commissioning or responsible authority

This information is required to ensure a complete and accurate record of our client's time in care.

Format of Disclosure

Please provide the information in electronic format where possible. Where records exist only in non-digital formats, scanned copies will be acceptable.

Enclosures

We enclose:
Signed authority from our client
Proof of identity

Should you require any further information to process this request, please advise promptly.

Statutory Timeframe

We expect a response within the statutory one calendar month period. If you require an extension, please confirm this in writing with full justification.

Non-Holding of Data

If your organisation does not hold the requested data, we require:

Formal written confirmation of this position

Details of any organisation believed to hold the data, including successor or archive bodies where applicable

Service of Documents

We only accept service of documents via email at 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.

Yours faithfully,

Investigations Team

MMA Legal

E: evidence@mmalegal.co.uk

T: 0161 563 0816

DEED OF AUTHORITY & CONSENT

THIS DEED is made on the date of signature below by (the “Client”)	
Full Name:	Brian whyte
Date of Birth:	31/03/1964
Previous Names (if any):	
Current Address:	2/3, 133 Kinnell Avenue, Glasgow, G52 3RT

Previous Addresses (relevant to care placements):	Ilona street Glasgow
CHI / NHS Number (if known):	

IN FAVOUR OF (the “Representative”)	
Firm Name:	MMA Legal
Address	43-59 Princes Street, Stockport
Postcode	SK1 1RY
Email	admin@mmalegalsolicitors.com
Telephone Number	0330 341 3679
CHI / NHS Number (if known):	

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 recorded

This 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	<i>Mr Brian Whyte</i>
Print Name	Mr Brian Whyte
Date	Feb 18 2026 15:39 GMT

Witness	
Name	James Thompson
Address	MMA Legal, Stok, SK1 1RY
Occupation	File Handler
Signature	<i>James Thompson</i>
Date	03/03/2026

Certificate of Completion

Summary

Document ID: 4AE803519-MZ6JTWGD7J7_SZHMFKSQNZDMTLEUN61NQEEM-2TTF8G

Document name: Redress Client Pack Updated

Sent by: James Thompson <james@gmmb.uk>

Organization: MMA Legal Limited

Sent on: Feb 18, 2026 15:38:39 GMT

Completed on: Feb 18, 2026 15:55:05 GMT

Sign order: Sequential

No. of documents: 1

Time zone: Europe/London (GMTZ)

Signers: 2

Receives a copy: 0

Approvers: 0

Witnesses: 0

Recipient reviewers: 0

Recipients



Mr Brian Whyte

brianwhyte0102@gmail.com

Signature

Mr Brian Whyte

Emailed on: Feb 18, 2026 15:38:39 GMT

Viewed on: Feb 18, 2026 15:39:05 GMT

Terms agreed on: Feb 18, 2026 15:39:08 GMT

Signed on: Feb 18, 2026 15:39:15 GMT

Accessed from: 148.252.158.230

Device used: Mobile

Authentication type: None



Matthew Bell

matt.bell@mmalegal.co.uk

Signature

Matthew Bell

Emailed on: Feb 18, 2026 15:39:15 GMT

Viewed on: Feb 18, 2026 15:54:57 GMT

Terms agreed on: Feb 18, 2026 15:55:00 GMT

Signed on: Feb 18, 2026 15:55:05 GMT

Accessed from: 212.54.135.150

Device used: Web

Authentication type: None

Legal Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the 'I agree' button, you agree that you have reviewed the following terms and conditions and consent to transact business electronically using Zoho Sign electronic signature system. If you do not agree to these terms, do not click the 'I agree' button.

Electronic documents

Please note that MMA Legal Limited ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you.

Request for paper copies

You have the right to request paper copies of these documents sent to you electronically from admin@mmalegalsolicitors.co.uk. Alternatively, you also have the ability to download and print these documents sent to you electronically, and re-upload a scanned copy of the printed and physically signed documents. If you, however, wish to request paper copies of these documents sent to you electronically, you can write back to the sender.

Withdrawing your consent

At any point in time during the course of our business relationship, you have the right to withdraw your consent to receive documents in electronic format. If you wish to withdraw your consent, you can decline to sign a document that we have sent to you and send an email to admin@mmalegalsolicitors.co.uk informing us that you wish to receive documents only in paper format. Upon request from you, we will stop sending documents using Zoho Sign electronic signature system.

To advise MMA Legal Limited of your new email address

If you need to change the email address that you use to receive notices and disclosures from us, write to us at admin@mmalegalsolicitors.co.uk

System requirements

Compatible with recent versions of popular browsers such as Chrome, Firefox, Safari, and Edge. Zoho Sign is also available on iOS and Android devices.



Mr B Whyte
2/3
133 KINNELL AVENUE
GLASGOW
G52 3RT

0004548

307 A/00024

Shawlands
94-102 Kilmarnock Road
Glasgow, G41 3NN

Call us on: 03459 758758 (from UK)
www.tsb.co.uk

Your branch: GLASGOW, SHAWLANDS
Sort Code: 87-37-37
Account Number: 00035592
BIC: TSBSGB2AXXX
IBAN: GB60TSBS87373700035592

01/03/2026

Spend & Save Account

Statement number: 46
Effective from: 29 January 2026 to 01 March 2026

Your Account	
Date of previous statement	28 January 2026
Balance on 29 January 2026	£0.57
Money in	£5,833.73
Money out	£4,595.41
Balance on 01 March 2026	£1,238.89

Your Interest Rates			
Balances of	AER%	Gross p.a.%	Net p.a.%
£1.00+	0.00	0.00	0.00

Amount of Unarranged Overdraft and Interest Payable	
£0.00+	2.84% per month (39.90% EAR* variable)

* EAR is the Equivalent Annual Rate. This is the actual annual interest rate of an Overdraft. It does not take into account other fees and charges.
AER is the Annual Equivalent Rate and illustrates what the interest rate would be if interest was paid and compounded once each year. Gross is the contractual rate of interest payable before the deduction of income tax at the rate specified by law. Net is the rate of interest which would be payable after allowing for deduction of income tax at the specified rate.
We will give you at least 14 days notice before we take any Overdraft fees or interest out of your account. Interest rates and fees are detailed as at the date of this statement.

Fees Explained

Other services - These are fees for other services you have asked for. You can find more details in our Banking Charges guide or at www.tsb.co.uk
The monthly cap on unarranged overdraft charges for the Spend & Save Account account is £30. Further details can be found online at tsb.co.uk/overdrafts
Fees and interest rates may have changed during the period covered by this summary. For details please see your regular statements.



Brian Whyte

6337 4024 2396 8601

ITSO

633597 0273 1395 0933

saltirecard

