

National Records of Scotland

Date 01/06/2026

New Register House
Edinburgh
EH13YT

Ref: 100204

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

Client Name: Mr Sean Mcguire

Client Address: 33 Thomas Grant Avenue, Gosport , Hampshire, PO12 1GB

Client Reference: 100204

Date of Birth: 01/12/1983

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:

Alva Children's home, Crookston, Pollok, Glasgow - : 1989-1994

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

You confirm you have been given sufficient time to consider this agreement and have not been required to sign immediately.

| Signed by Client | |
|-------------------------|-----------------------|
| Name | Sean Maguire |
| Date | Feb 24 2026 16:08 GMT |
| Print Name | Sean Maguire |
| Signature | <i>Sean Maguire</i> |

| Signed for and on behalf of MMA Legal Limited | |
|--|-----------------------|
| Name | Matthew Bell |
| Date | Feb 24 2026 16:08 GMT |
| Position | Solicitor Director |
| Signature | <i>Matthew Bell</i> |

DEED OF AUTHORITY & CONSENT

| THIS DEED is made on the date of signature below by (the "Client") | |
|---|-----------------------------------|
| Full Name: | Sean Maguire |
| Date of Birth: | |
| Previous Names (if any): | Jonathan Mccue |
| Current Address: | 33 Thomas Grant Avenue Gosport |

| | |
|---|--|
| Previous Addresses (relevant to care placements): | |
| 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>Sean Maguire</i> |
| Print Name | Sean Maguire |
| Date | Feb 24 2026 16:08 GMT |

| Witness | |
|------------|--|
| Name | Elliot Logan |
| Address | MMA Legal, 43-59 Princes St, Stockport SK1 1RY |
| Occupation | |
| Signature | <i>Elliot Logan</i> |
| Date | Feb 24 2026 16:36 GMT |

Certificate of Completion

Summary

Document ID: 4AE803519-LNTRORUPCBH0E2DKZ9MWFADFUA0J2FVIWIMJMNNB55E

Document name: Redress Client Pack Updated

Sent by: Elliot Logan <elliott@gmmb.uk>

Organization: MMA Legal Limited

Sent on: Feb 24, 2026 15:30:12 GMT

Completed on: Feb 24, 2026 16:36:46 GMT

Sign order: Sequential

No. of documents: 1

Time zone: Europe/London (GMTZ)

Signers: 3

Receives a copy: 0

Approvers: 0

Witnesses: 0

Recipient reviewers: 0

Recipients



Sean Maguire
smaguirebeer@outlook.com
|+44-7946221760

Signature

Sean Maguire

Emailed on: Feb 24, 2026 15:30:12 GMT

Viewed on: Feb 24, 2026 15:53:01 GMT

Terms agreed on: Feb 24, 2026 16:07:28 GMT

Signed on: Feb 24, 2026 16:08:38 GMT

Sent via SMS on: Feb 24, 2026 15:30:12 GMT

Accessed from: 86.183.244.83

Device used: Mobile

Authentication type: None



Matthew Bell
matt.bell@mmalegal.co.uk

Signature

Matthew Bell

Emailed on: Feb 24, 2026 16:08:38 GMT

Viewed on: Feb 24, 2026 16:08:50 GMT

Terms agreed on: Feb 24, 2026 16:08:53 GMT

Signed on: Feb 24, 2026 16:08:57 GMT

Accessed from: 212.54.135.150

Device used: Web

Authentication type: None



Elliot Logan
elliott@gmmb.uk

Signature

A handwritten signature in black ink that reads "Elliot Logan".

Emailed on: Feb 24, 2026 16:08:57 GMT

Viewed on: Feb 24, 2026 16:33:39 GMT

Terms agreed on: Feb 24, 2026 16:33:45 GMT

Signed on: Feb 24, 2026 16:36:46 GMT

Accessed from: 195.21.72.3

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.

15:37


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2nd February 2026

Statement date **2 February 26**

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Mr Sean Maguire

MasterCard Account No. **** * 1087

0003600138649

Mr Sean Maguire
33 Thomas Grant Avenue
Gosport
PO12 1GB

Dear Mr Sean Maguire,

Minimum Payments

If you make only the minimum payment each month, it will take you longer and cost you more to clear your balance.

Using your card for foreign transactions

If you're thinking of buying online at a non-UK website, or you're planning to use your card abroad in the future, go to www.capitalone.co.uk/foreign. You'll find helpful information, including how to compare our charges with other currency conversion options.

Now you can do more in the Capital One mobile app:

Make payments, change your Direct Debit, view your PIN, update your contact details and, if your card is lost or stolen, ask for a new one. All from our mobile app. Just search for Capital One in the App or Play Store.

Protect Your Identity

To protect yourself from Identity Theft, we suggest that you always shred statements and letters containing personal information when you have finished with them.

Thank you, Capital One

| Your transaction details | | | Paid in | Paid out |
|--------------------------|-------------------|-----------------------|---------|----------|
| 04 Jan | Erasmus Wolfe | Gosport GBR on 03 Jan | | 8.60 |
| 04 Jan | Erasmus Wolfe | Gosport GBR on 03 Jan | | 2.95 |
| 04 Jan | Erasmus Wolfe | Gosport GBR on 03 Jan | | 10.60 |
| 04 Jan | The Castle Tavern | Gosport ENG on 03 Jan | | 5.70 |
| 04 Jan | Ship Anson | Portsmouth on 03 Jan | | 12.19 |
| 04 Jan | Sumup *Greenland | Portsmouth on 03 Jan | | 6.99 |
| 04 Jan | Slug And Lettuce | Portsmouth on 03 Jan | | 13.95 |

continued on next page...

Your account summary

| | |
|-----------------------------------|---------------|
| Credit limit | £800.00 |
| Available to spend as at 02/02/26 | £800.00 |
| Previous balance | £172.44 |
| Payments received | £537.25 |
| New transactions | £362.89 |
| Your new balance | -£1.92 |

Your payment details

This month's minimum payment is £0.00
It's due on 28 Feb 26

Your interest rates

This month's interest is based on the following simple annual rates:
Standard Purchase: 34.080%
Standard Cash: 34.080%
Standard Balance Transfer: 34.080%
Next month's estimated interest will be £0.00.

Going abroad?

Non Sterling transaction fee: 2.75%

Dispute resolution

If you have a problem with your agreement, please try to resolve it with us in the first instance. If you are not happy with the way in which we handled your complaint or the result, you may be able to complain to the Financial Ombudsman Service. If you do not take up your problem with us first you will not be entitled to complain to the Ombudsman. We can provide details of how to contact the Ombudsman. We hope you don't have cause to complain, but if you do please contact us for a copy of our complaints procedure.

Contact us – Go online at capitalone.co.uk or call us on 03444 812 812

- **Online** – Send us a secure message at any time. Just go to capitalone.co.uk and register for your free online account service
- **Post** – Write to us at: Capital One Europe (Plc), PO Box 4927, SN4 8QF
- **Phone** – Call us at any time on 03444 812 812
- **Hard of hearing** – Textphone or Relay UK and users can call us on
- **Transaction queries** – Please contact us immediately if you need to query a transaction on this statement
- **Financial difficulties** – If you find yourself in financial difficulty, please contact us straight away. We may be able to help you
- **Contact details** – Whether you're at home or travelling abroad, please

