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Contents

- * State/8097
 - Parliament
 - Ecclesiastical
- * Public Finance/8098
- * Transport/8099
- * Planning/8099
 - Health
- * Environment/9100
 - Water
- * Agriculture & Fisheries/9100
- * Energy/9102
 - Post & Telecom.
- * Other Notices/9113
 - Competition
- * Corporate Insolvency/9114
- * Personal Insolvency/9117
- * Companies Regulation/9118
 - Partnerships
 - Societies Regulation
- * Personal Legal/9119
 - Contributors Information

/* Notices published today

State



Crown Office

NORTHERN IRELAND

The Queen has been pleased to appoint Mr. Brian Archer, solicitor to the office of Deputy Resident Magistrate.

Mr. Archer was sworn in on 22 October 2007 by the Lord Chief Justice.

Dated 22 October 2007 (1108/23)

Crown Office

NORTHERN IRELAND

The Queen has been pleased to appoint Mrs. Edell Colette Fitzpatrick, solicitor to the office of Deputy Resident Magistrate.

Mrs. Fitzpatrick was sworn in on 22 October 2007 by the Lord Chief Justice.

Dated 22 October 2007 (1108/22)

Crown Office

NORTHERN IRELAND

The Queen has been pleased to appoint Mr. Neil Sinton Rafferty, barrister at law to the office of Deputy Resident Magistrate.

Mr. Rafferty was sworn in on 22 October 2007 by the Lord Chief Justice.

Dated 22 October 2007 (1108/27)

Crown Office

NORTHERN IRELAND

The Queen has been pleased to appoint Mr. Nigel Patrick John Broderick, solicitor to the office of Deputy Resident Magistrate.

Mr. Broderick was sworn in on 22 October 2007 by the Lord Chief Justice.

Dated 22 October 2007 (1108/24)

Crown Office

NORTHERN IRELAND

The Queen has been pleased to appoint Mr. Peter Prenter, solicitor to the office of Deputy Resident Magistrate.

Mr. Prenter was sworn in on 22 October 2007 by the Lord Chief Justice.
Dated 22 October 2007 (1108/26)

Crown Office

NORTHERN IRELAND

The Queen has been pleased to appoint Mr. Trevor George Browne, barrister at law to the office of Deputy Resident Magistrate.

Mr. Browne was sworn in on 22 October 2007 by the Lord Chief Justice.
Dated 22 October 2007 (1108/25)

Public Finance



National Savings

National Savings and Investments

2-year Fixed Interest National Savings Certificates - New Issue

38th Issue 2-year Fixed Interest Savings Certificates went on sale on 24 October 2007. A Certificate will grow in value at a guaranteed rate each year as follows:

Year 1	3.50%
Year 2	3.71%

If a Certificate is held for two years, these rates will give a tax-free and guaranteed return equal to 3.60% pa compound.

5-year Fixed Interest National Savings Certificates - New Issue

87th Issue 5-year Fixed Interest Savings Certificates went on sale on 24 October 2007. A Certificate will grow in value at a guaranteed rate each year as follows:

Year 1	3.10%
Year 2	3.20%
Year 3	3.40%
Year 4	3.70%
Year 5	4.11%

If a Certificate is held for five years, these rates will give a tax-free and guaranteed return equal to 3.50% pa compound.

National Savings and Investments Children's Bonus Bonds - New Issue

Issue 25 Children's Bonus Bonds went on sale on 24 October 2007. For the first five years each £25 unit will earn interest at 3.05% pa compound. On the fifth anniversary of purchase it also earns a bonus of £2.18 (8.72% of purchase price). At these rates a Bond will earn a tax-free return equal to 4.55% pa compound over the first five years.

National Savings and Investments Capital Bonds - New Series

Series 29 Capital Bonds went on sale on 24 October 2007. A Bond will grow in value at a guaranteed gross rate each year as follows:

Year 1	4.15%
Year 2	4.45%
Year 3	4.75%
Year 4	5.05%
Year 5	5.36%

If a Bond is held for five years, these rates will give a guaranteed return equal to 4.75% pa compound. The interest is credited gross and is taxable.

National Savings and Investments Fixed Rate Savings Bonds - New Issues

New Issues of Fixed Rate Savings Bonds went on sale on 24 October 2007 as shown in the table below. The rate of interest earned by a Bond will be determined by its capital value at any time – the original investment plus any interest added to the Bond less any repayments. The rate is determined by whether the interest is paid monthly or at maturity. Interest is paid net of tax.

Term	Capital value of Bond	Gross Annual Rates	
		Annual interest option	Monthly interest option
1-year	£500 to £19,999.99	4.80%	4.70%
Issue 38	£20,000 to £49,999.99	4.95%	4.85%
	£50,000 and above	5.15%	5.05%

3-year	£500 to £19,999.99	4.65%	4.55%
Issue 32	£20,000 to £49,999.99	4.80%	4.70%
	£50,000 and above	5.00%	4.90%

5-year	£500 to £19,999.99	4.55%	4.45%
Issue 29	£20,000 to £49,999.99	4.70%	4.60%
	£50,000 and above	4.90%	4.80%

National Savings and Investments Pensioners Guaranteed Income Bonds 1-year Term - New Series

Series 36 1-year Pensioners Guaranteed Income Bonds went on sale on 24 October 2007. The interest rate, fixed and guaranteed for the first year a Bond is held, is 4.95% pa gross. The interest is paid gross and is taxable.

National Savings and Investments Pensioners Guaranteed Income Bonds 2-year Term - New Series

Series 42 2-year Pensioners Guaranteed Income Bonds went on sale on 24 October 2007. The interest rate, fixed and guaranteed for the first two years a Bond is held, is 4.85% pa gross. The interest is paid gross and is taxable.

National Savings and Investments Pensioners Guaranteed Income Bonds 5-year Term - New Series

Series 50 5-year Pensioners Guaranteed Income Bonds went on sale on 24 October 2007. The interest rate, fixed and guaranteed for the first five years a Bond is held, is 4.70% pa gross. The interest is paid gross and is taxable.

Issued by National Savings and Investments on behalf of the Treasury.
(1402/18)

National Savings

National Savings and Investments

INDEX-LINKED NATIONAL SAVINGS

MOVEMENT OF THE UNITED KINGDOM GENERAL INDEX OF RETAIL PRICES

For the purposes of revaluing on repayment Index-linked National Savings Certificates (Retirement Issue, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th and 9th Index-linked Issues) and contributions under Save As You Earn savings contracts (Third Issue), the Index figure issued by the Office for National Statistics in the month of October 2007 for the month of September 2007, and applicable to the month of November 2007 is 208.0. This figure is based on the revised reference base of 100 adopted in January 1987. In accordance with the relevant prospectuses a Notional Index figure of 820.6 has been calculated and will apply to Index-linked Savings Certificates purchased in March 1987 or earlier and SAYE contributions which were due for payment and made in February 1987 or earlier.
(1402/17)

Customs & Excise

Notice of Seizure of Goods under the Customs & Excise Management Act 1979

To the owner of the following goods seized on the 1st day of July 2007 in Banbridge:

One Iveco Turbo Daily. Registration number 99-DL-1265

Pursuant to Section 139(6) of the Customs and Excise Management Act 1979, and paragraph (1) of the 3rd Schedule thereto, the Commissioners of Customs and Excise hereby give you notice that by virtue of the powers contained in the Customs and Excise Management Act 1979 and enactments amending that Act, the aforesaid goods have been seized as liable to forfeiture upon the grounds that:

- (a) The aforesaid vehicle was detected on the 1st day of July 2007 in Omagh, and found to contain rebated diesel fuel (Green Diesel) in the running tank.

Whereby and by force of regulation 13(6) of the Hydrocarbon Oils Duties Act 1979, the aforesaid rebated diesel fuel is liable to forfeiture.

- (b) Iveco Turbo Daily. Registration number 99-DL-1265.

Whereby and by force of Section 141(1)(b) of the Customs and Excise Management Act 1979, the aforesaid vehicle is liable to forfeiture.

If you claim that all or any of the aforesaid goods are not liable to forfeiture you must, within one month from the date of publication of

this notice of seizure, give notice of your claim in writing to the Commissioners at an office of Revenue and Customs. Your notice must also specify your name and address, the goods claimed as not liable to forfeiture, and if you are outside the United Kingdom, the name and address of a solicitor in the United Kingdom who is authorised to accept service of process on to act on your behalf. In default of such notice all the aforesaid goods will be deemed to have been duly condemned as forfeited. If you give notice as set out above, legal proceedings will be taken for the condemnation of all goods claimed as not being liable to forfeiture.

A. Millar, Officer of HM Revenue and Customs, Carne House, 20 Corry Place, Belfast BT3 9HY (1405/36)

Notice of Seizure of Goods under the Customs & Excise Management Act 1979

To the owner of the following goods seized on the 17th October 2007 at Rathfriland PSNI Station:

- LDV Panel Van bearing registration UAZ 9669
- 2 (No) Intermediate Bulk Containers & residual fuel

Pursuant to Section 139(6) of the Customs and Excise Management Act 1979, and paragraph (1) of the 3rd Schedule thereto, the Commissioners of Customs and Excise hereby give you notice that by virtue of the powers contained in the Customs and Excise Management Act 1979 and enactments amending that Act, the aforesaid goods have been seized as liable to forfeiture by force of the following provisions, namely:

Section 88(c) of the Customs and Excise Management Act 1979
Section 141 1(a) & (b) of the Customs and Excise Management Act 1979

Section 24(4) of Hydrocarbon Oil (Markings) Regulations 1979 & Regulation 14 of Hydrocarbon Oil (Markings) Regulations 2002

If you claim that the aforesaid goods are not liable to forfeiture you must, within one month from the date of publication of this notice of seizure, give notice of your claim in writing to the Commissioners at an office of Customs and Excise. Your notice must also specify your name and address, the goods claimed as not liable to forfeiture and, if you are outside the United Kingdom, the name and address of a solicitor in the United Kingdom who is authorised to accept service of process to act on your behalf. In default of such notice all the aforesaid goods will be deemed to have been duly condemned as forfeited. If you give notice as set out above, legal proceedings will be taken for the condemnation of all goods claimed as not being liable to forfeiture.

G. Henvey, Officer of Customs and Excise, Carne House, 20 Corry Place, Belfast BT3 9HY (1405/41)

offices, Headquarters, Room 201, Clarence Court, 10-18 Adelaide Street, Belfast BT2 8GB; and Eastern Division, Hydebank, 4 Hospital Road, Belfast BT8 8JL.

Any person may within the said period object to the proposal by written notice to Roads Service Eastern Division, Hydebank at the address above stating the grounds of objection.

Date: 12 October 2007

Authorised Officer: R. Sherman (1501/37)

Department for Regional Development

RE-ADVERTISEMENT

EASTERMEADE GARDENS, BALLYMONEY: ABANDONMENT

The Department for Regional Development being of the opinion that the road is not necessary for road traffic proposes to make an order under Article 68 of the Roads (Northern Ireland) Order 1993 the effect of which would be to abandon an area of road measuring 56 square metres adjacent to the easterly side of No. 55 Eastermeade Gardens, Ballymoney.

The area of road proposed to be abandoned is delineated on a map, which together with a copy of a draft order, may be inspected by any person free of charge at all reasonable hours during the period from 22 October 2007 to 17 December 2007 at the Department's Roads Service offices, Headquarters, Room 201, Clarence Court, 10-18 Adelaide Street, Belfast BT2 8GB; Northern Division offices, County Hall, Castlerock Road, Coleraine BT51 3HS; and Trillick House, 49 Queen Street, Ballymoney BT53 6JD.

Any person may within the said period object to the proposal by written notice to Roads Service Northern Division, County Hall at the address above stating the grounds of objection.

Date: 16 October 2007

Authorised Officer: R. Sherman (1501/38)

Department for Regional Development

EXPERIMENTAL TRAFFIC CONTROL SCHEME

ONE-WAY TRAFFIC, BALLYMAGLAVE ROAD SLIP, SPA, BALLYNAHINCH

Notice is given that the Department for Regional Development made on 3 October 2007 a Direction to continue in force the above experimental scheme for a period of 6 months from 1st November 2007. Copies of the Direction may be obtained from Room 201, Clarence Court, 10-18 Adelaide Street, Belfast, BT2 8GB.

Department for Regional Development

ROAD RACES

Notice is given that the Department for Regional Development made the following Order under Article 3 of the Road Races (Northern Ireland) Order 1986—

The Road Races (Rally Ireland) Order (Northern Ireland) 2007 (S.R. 2007 No. 439) which permits Rally Ireland as promoter of the Rally Ireland 2007 to use for that event certain roads by suspending the right of way of other traffic at various times on 17th and 18th November 2007. (1501/40)

Transport



Roads (NI) Order

ROADS Service

Department for Regional Development

RE-ADVERTISEMENT

OLD CARRICK ROAD, NEWTOWNABBEY: ABANDONMENT

The Department for Regional Development being of the opinion that the road is not necessary for road traffic proposes to make an order under Article 68 of the Roads (Northern Ireland) Order 1993 the effect of which would be to abandon 65 metres of road to the front of No.12 Old Carrick Road, Newtownabbey.

The length of road proposed to be abandoned is delineated on a map, which together with a copy of a draft order, may be inspected by any person free of charge at all reasonable hours during the period from 25 October 2007 to 17 December 2007 at the Department's Roads Service

Planning



Town & Country Planning Environment and Heritage Service

HISTORIC MONUMENTS

The Department of the Environment for Northern Ireland hereby gives notice that on the 1st day of October 2007 it prepared the following

schedule under Article 3 of the Historic Monuments and Archaeological Objects (NI) Order 1995.

Location	Name of Monument
Feigh Mountain Co. Antrim	Ice-House (associated with Port Moon salmon fishery)

Michael Coulter, Authorised Officer

Date: 1 October 2007 (1601/10)

HISTORIC MONUMENTS

The Department of the Environment for Northern Ireland hereby gives notice that on the 1st day of October 2007 it prepared the following schedule under Article 3 of the Historic Monuments and Archaeological Objects (NI) Order 1995.

Location	Name of Monument
Rossory, Co. Fermanagh	Ecclesiastical Site

Michael Coulter, Authorised Officer

Date: 1 October 2007 (1601/11)

HISTORIC MONUMENTS

The Department of the Environment for Northern Ireland hereby gives notice that on the 1st day of October 2007 it prepared the following schedule under Article 3 of the Historic Monuments and Archaeological Objects (NI) Order 1995.

Location	Name of Monument
Glengen, Co. Tyrone	Multiple cist cairn

Michael Coulter, Authorised Officer

Date: 1 October 2007 (1601/12)

HISTORIC MONUMENTS

The Department of the Environment for Northern Ireland hereby gives notice that on the 1st day of October 2007 it prepared the following schedule under Article 3 of the Historic Monuments and Archaeological Objects (NI) Order 1995.

Location	Name of Monument
Glengen, Co. Tyrone	Stone Circle

Michael Coulter, Authorised Officer

Date: 1 October 2007 (1601/13)

HISTORIC MONUMENTS

The Department of the Environment for Northern Ireland hereby gives notice that on the 1st day of October 2007 it prepared the following schedule under Article 3 of the Historic Monuments and Archaeological Objects (NI) Order 1995.

Location	Name of Monument
Castlemervyn Demesne, Co. Tyrone	Stone Circle

Michael Coulter, Authorised Officer

Date: 1 October 2007 (1601/14)

HISTORIC MONUMENTS

The Department of the Environment for Northern Ireland hereby gives notice that on the 1st day of October 2007 it prepared the following schedule under Article 3 of the Historic Monuments and Archaeological Objects (NI) Order 1995.

Location	Name of Monument
Farsnagh/Sessia, Co. Tyrone	Ruined Structure

Michael Coulter, Authorised Officer

Date: 1 October 2007 (1601/15)

Environment



Control of Pollution

James Robinson

PUBLIC NOTIFICATION OF AN APPLICATION MADE UNDER REGULATION 10 OF

THE POLLUTION PREVENTION AND CONTROL REGULATIONS (NORTHERN IRELAND) 2003

Notice is hereby given that James Robinson has applied to the Chief Inspector for a Pollution Prevention and Control (IPPC) Permit to operate an installation involving the intensive rearing of poultry. The installation is located at Gannon Road, Boardmills.

The application contains all particulars as required by the Regulations including a description of foreseeable significant effects of emissions from the installation on the environment.

A copy of the application is available for public inspection free of charge between the hours of 09.30-12.00 and 14.00-15.30 at Environment and Heritage Service, Klondyke Building, Cromac Avenue, Gasworks Business Park, Lower Ormeau Road, Belfast, BT7 2JA and Lisburn City Council. In addition, members of the public who wish to obtain a copy of the relevant information contained in the register can do so upon the payment of a reasonable charge to cover the costs of photocopying.

Written representations about the application may be sent to the Chief Inspector of the Industrial Pollution & Radiochemical Inspectorate, Environment & Heritage Service (address as above), within 42 days from the date of this publication. All representation will be placed on the public register unless a representation contains a written request to the contrary. If there is such a request, the register will only include a statement that there has been such a request. (1803/72)

Agriculture & Fisheries



Animal Health

Department of Agriculture and Rural Development

DISEASES OF ANIMALS (NORTHERN IRELAND) ORDER 1981 (AS AMENDED)

LANDING OF CARCASSES AND ANIMAL PRODUCTS ORDER (NORTHERN IRELAND) 1985 (AS AMENDED)

GENERAL IMPORT LICENCE

LICENCE No: DARD/GEN/07/17

The Department of Agriculture and Rural Development, in accordance with the terms of the above legislation hereby authorises the importation into Northern Ireland of :-

Fresh Meat and Animal Products from Great Britain

The products covered by the licence are subject to the following conditions:

- (1) Any product landed in Northern Ireland under this licence shall be made available for inspection by an inspector of the Department.
- (2) The importer or his agent shall afford all assistance necessary to an inspector to enable him to carry out the inspection.

Additional conditions for products listed in Schedule 1

1. Each consignment must be accompanied by -
 - A **commercial document** containing the following information -
 - I the name and address of the consignor and consignee;
 - II the date of issue of the document and a number enabling it to be identified;
 - III the description of the product to be transported;
 - IV the total quantity despatched; **and**
 - B an attestation as set out in Annex A signed by a responsible

company manager; and

- C(ii) in the case of meat produced in Great Britain, **an official health certificate** issued by the Department for Environment, Food and Rural Affairs which states that **the meat conforms with Commission Decision 2007/554/EC (as amended) concerning certain protection measures against Foot and Mouth Disease in the UK;**

or

- (ii) in the case of meat produced and packaged in a third country (i.e. a non EU country), **an official health certificate** issued by the Department for Environment, Food and Rural Affairs;

or

- (iii) in the case of meat produced in Northern Ireland and dispatched to Great Britain for storage, **an official health certificate** issued by the Department for Environment, Food and Rural Affairs.

2. Imports of meat (fresh red meat and farmed game) derived from cattle, sheep, pigs, goats and other biungulates must comply with the requirements of the Food Hygiene Regulations (NI) 2006.
3. Imports of raw material for pet food manufacture must comply with either the Animal By-Products Order (NI) 2003 in the case of low risk animal by product or with the Food Hygiene Regulations (NI) 2006 in the case of meat fit for human consumption.

Additional conditions for products listed in Schedule 2

1. The importer must provide an attestation as set out in Annex A signed by a responsible company manager;

or

2. **an official audit certificate** issued by the Department for Environment, Food and Rural Affairs;

or

3. **an official health certificate** issued by the Department for Environment, Food and Rural Affairs.

4. The consignment is **ineligible for export from Northern Ireland to a Member State.**

Additional conditions for products listed in Schedule 3

1. Each consignment must be accompanied by a **commercial document** containing the following information –

- I the name and address of the consignor and consignee;
- II the date of issue of the document and a number enabling it to be identified;
- III the description of the product to be transported;
- IV the total quantity despatched.

2. Imports of meat products derived from cattle, sheep, pigs, goats and other biungulates must comply with the requirements of the Food Hygiene Regulations (NI) 2006.

3. The importer must provide an attestation as set out in Annex A signed by a responsible company manager:

or

4. **an official audit certificate** issued by the Department for Environment, Food and Rural Affairs;

or

5. **an official health certificate** issued by the Department for Environment, Food and Rural Affairs.

6. Imports of hides and skins of FMD susceptible species and certain other products of animal origin (see schedule 3) **must**, in addition to the commercial document, be accompanied by either a Defra Official consignment or audit certificate depending on the treatment the product has underwent.

7. Imports of Petfood must be accompanied by an official health certificate or audit certificate issued by the Department for Environment, Food and Rural Affairs confirming at least one of the following conditions–

- (a) **Canned Petfood** – Subjected to heat treatment of a minimum F/o value of 3.

- (b) **Processed Petfood** (other than canned) – Subjected to heat treatment of at least 90 degrees throughout its substance.

- (c) **Dog Chews** – Subjected to a heat treatment sufficient to destroy pathogenic organisms (including salmonella).

8. The consignment is **ineligible for export from Northern Ireland to another Member State unless accompanied by official Defra certification.**

Additional conditions for products listed in Schedule 4 (composite products)

Each consignment must be accompanied by a **commercial document** stating that the product is either shelf stable or has been heat treated.

Additional conditions for tinned food for human consumption

Each consignment must be accompanied by a **commercial document** stating that the product is either shelf stable or has been heat treated.

This licence revokes General licence **DARD/GEN/07/15** dated 21 September 2007 and is valid until further notice or revoked by the Department of Agriculture and Rural Development.

Signed, *Michelle H. McIlwaine*, Officer of the Department of Agriculture and Rural Development

Date: 15th October 2007

NOTES

1. Any breach of any condition attached to this licence will constitute an offence against the Diseases of Animals (Northern Ireland) Order 1981 (as amended).
2. Nothing in this licence gives exemption from any prohibition or restriction imposed by the Food Hygiene Regulations (NI) 2006, the Veterinary Medicines Regulations 2006 and the Medicines Acts 1968 and 1971 or by any legislation superseding or amending the same.

Schedule 1

Meat (i.e. Fresh/frozen uncooked meat, e.g. carcase meat, boneless meat, cuts, minced meat, uncooked burgers, raw sausages, rashers, bacon, venison, wild boar and foodstuffs containing raw meat that have to be cooked before consumption) and raw offal, derived from cattle, sheep, pigs, goats, deer and all other cloven hoofed species (including those from farmed game and wild game) for human consumption.

Minced meat and meat preparations derived from cattle, sheep, pigs, goats and deer.

Meat which has only been smoked, salted, marinated, cured or dried, for human consumption.

Schedule 2

Butter.

Cheese (including pre-packaged unopened cheese originating in another Member State).

Condensed milk.

Evaporated milk.

Fat filled milk replacers.

Ice cream and ice cream products.

Liquid and dried milk products.

Pasteurised milk, pasteurised cream, pasteurised milk-based drinks.

Products containing UHT, sterilised, pasteurised milk or cream dried or liquid milk products.

Sterilised milk, sterilised cream, sterilised milk-based drinks.

UHT milk, UHT cream, UHT milk-based drinks.

Yoghurt.

Schedule 3

Meat products as defined in Council Directive 92/5/EEC which have been heated (including pre-packaged unopened cheese originating in another Member State).

Prepared stomachs of cattle, sheep and pigs intended for human consumption.

Hides and Skins of FMD susceptible species.

Other products of Animal Origin including blood, fats, casings, wool, bristles, pet food and game trophies.

Schedule 4

Composite products (i.e. products that contain both products of animal origin and plant origin) e.g.,

- Biscuits, Bread, Cakes.
- Chocolate, Confectionery (including sweets).
- Unfilled gelatine capsules.
- Food supplements packaged for the final consumer, containing small amounts of animal product.
- Meat extracts and meat concentrates.
- Pasta and noodles not mixed or filled with meat product.
- Soup stocks and flavourings packaged for the final consumer, containing meat extracts, meat concentrate, animal fats, or fish oils, powders or extracts.

ANNEX A

ATTESTATION

ATTESTATION BY RESPONSIBLE COMPANY MANAGER

I certify that the consignment referred to in commercial document

number.....contains **none** of the following food items originating from the areas listed in Annex I of 2007/554/EC (as amended):

- Fresh meat, minced meat, mechanically separated meat and meat preparations, raw cured meat products and products containing raw meat unless officially certified as complying with Commission Decision 2007/554/EC (as amended)
- Unpasteurised milk, dairy products manufactured from unpasteurised milk and products containing unpasteurised milk.

AND

All products in the consignment containing meat (not certified as above) and milk have undergone at least one of the relevant treatments as laid down in Directive 2002/99 (Part 1 of Annex III).

Furthermore the consignment has been shipped to Northern Ireland in sealed containers ensuring that the consignment is as stated on the commercial document.

The consignment is ineligible for onward transit to another Member State unless it is accompanied by official Defra certification.

Signed: _____ Date: _____

Name (BLOCK CAPITALS): _____

Position in Company: _____

(2004/9)

Department of Agriculture and Rural Development

DISEASES OF ANIMALS (NORTHERN IRELAND) ORDER 1981 (AS AMENDED)

LANDING OF CARCASSES AND ANIMAL PRODUCTS ORDER (NORTHERN IRELAND) 1985 (AS AMENDED)

AN/07/10

GENERAL IMPORT LICENCE AMENDMENT NOTICE

The following licence shall be revoked:

DARD/GEN/07/15 – dated 21 September 2007: ‘Fresh meat and animal products from Great Britain.’

Signed, *Michelle H. McIlwaine*, Officer of the Department of Agriculture and Rural Development (2004/8)



Department of Enterprise, Trade and Investment

THE ELECTRICITY (SINGLE WHOLESALE MARKET) (2007 ORDER) (COMMENCEMENT No. 3) ORDER (NORTHERN IRELAND) 2007

Notice is hereby given that the Department of Enterprise, Trade and Investment, in exercise of the powers conferred on it by Article 1(3) of the Electricity (Single Wholesale Market) (Northern Ireland) Order 2007 and of every other power enabling it in that behalf, has made a Statutory Rule entitled the

“The Electricity (Single Wholesale Market) (2007 Order) (Commencement No. 3) Order (Northern Ireland) 2007”.

The Order will bring into operation on 1st November 2007 the following provisions of the Electricity (Single Wholesale Market) (Northern Ireland) Order 2007:

Provision of the Order (1)	Subject Matter (2)	Purpose (3)
Article 6 (except insofar as it relates to Schedule 1)	The SEM Committee	For all purposes.
Article 7	Working Arrangements for the SEM	For all purposes.
Article 8	Powers of entry	For all purposes.

Article 9	Principal objective and duties of Department, the Authority and SEM Committee in relation to SEM	For all remaining purposes.
Article 10(2) and (3)	Exceptions from the general duties	For all purposes.
Schedule 2	The SEM Committee	For all purposes.
Schedule 3	Powers of entry	For all purposes.
In Schedule 4 —		
paragraphs 1 and 6(1)	The Electricity (Northern Ireland) Order 1992 ^(a)	For all purposes.
Paragraph 11	The Energy (Northern Ireland) Order 2003 ^(b)	For all purposes.
and Article 12 insofar as it relates thereto		

^(a) S.I. 1992/231 (N.I. 1)

^(b) S.I. 2003/419 (N.I. 6)

The Order may be accessed on the OPSI website in due course located at www.opsi.gov.uk. Copies of the Rule will be available for purchase in due course from the Stationery Office Bookshop, 16 Arthur Street, Belfast, BT1 4GD. (2103/34)

Electricity The Northern Ireland Authority for Utility Regulation

The Northern Ireland Authority for Utility Regulation, having:

- reviewed and considered each of the requirements of the condition titled “Modification of Supply Competition Code and cancellation of contracts” as may be included in any electricity licence (the **cancellation condition**), and
- evaluated the electricity trading arrangements which are to be implemented (in whole or in part) under or by virtue of the powers contained in the Electricity (Single Wholesale Market) (Northern Ireland) Order 2007 (the **SEM**) against these requirements,

has determined, pursuant to paragraph 1 of the cancellation condition in each electricity licence in which it is included, as follows –

- The arrangements which take the form of the SEM are the development of requisite arrangements in accordance with paragraph 2 of the cancellation condition.
- The arrangements which take the form of the SEM satisfy each of the requirements of paragraph 3 of the cancellation condition.

We will in due course publish a paper setting out our detailed rationale for making this determination.

For further information please contact:

Tadhg O’Brian
Queens House
14 Queen Street, Belfast, BT1 6ER

Or email: tadhg.obriain@niaur.gov.uk (2103/80)

Electricity Northern Ireland Electricity plc

FORMER TARIFF CUSTOMER SCHEME MADE BY NORTHERN IRELAND ELECTRICITY PLC UNDER REGULATION 42 OF THE ELECTRICITY REGULATIONS (NORTHERN IRELAND) 2007 AND APPROVED BY THE NORTHERN IRELAND AUTHORITY FOR UTILITY REGULATION

WHEREAS:

- At the date on which this Scheme is made, Northern Ireland Electricity plc (**NIE**) supplies electricity on tariff terms in accordance with Articles 19 to 26 of the Electricity (Northern

Ireland) Order 1992 (the **Electricity Order**).

- (B) Regulation 9 of the Electricity Regulations (Northern Ireland) 2007 (the **Electricity Regulations**) replaces Article 19 to 26 of the Electricity Order with new arrangements under which the supply of electricity on tariff terms will cease. Regulation 9 of the Electricity Regulations will come into effect on 1 November 2007.
- (C) The Northern Ireland Authority for Utility Regulation (the **Authority**) has made:
- (i) a Licensing Scheme pursuant to Regulation 35 of the Electricity Regulations under which the public electricity supply licence granted to NIE shall have effect as if it were a licence granted to NIE Energy Limited (**NIE Energy**) under Article 10(1)(c) of the Electricity Order as it is to be amended by Regulation 6 of the Electricity Regulations; and
- (ii) a Property Arrangements Scheme pursuant to Regulation 14 of the Electricity Regulations under which relevant property, rights and liabilities transfer from NIE to NIE Energy.
- (D) In accordance with Regulation 42(2) of the Electricity Regulations, NIE Energy shall be deemed to have contracted with customers supplied with electricity by NIE on tariff terms immediately before Regulation 9 of the Electricity Regulations takes effect (the **Former Tariff Customers**).
- (E) Regulation 42(3) of the Electricity Regulations provides that the express terms and conditions of the contract which is deemed to have been made by NIE Energy with each Former Tariff Customer are to be set out in a scheme made by NIE.
- (F) Regulation 42(5) of the Electricity Regulations provides that such a scheme shall not take effect unless it is approved by the Authority.

HEREBY MAKES A SCHEME AS FOLLOWS:

1. Interpretation

- 1.1 In this Former Tariff Customer Scheme (including Appendices), except where the context otherwise requires:

“**Authority**” means the Northern Ireland Authority for Utility Regulation established under Article 3 Part II of the Energy (Northern Ireland) Order 2003 as amended by Article 3 of the Water and Sewerage Services (Northern Ireland) Order 2006;

“**Commencement Date**” means 1 November 2007, being the date on which Regulation 9 of the Electricity Regulations takes effect;

“**Deemed Contract**” means a contract deemed to be made between NIE Energy and a Former Tariff Customer by virtue of Regulation 42(2) of the Electricity Regulations;

“**Domestic Customer**” has the same meaning as in the Supply Licence;

“**Electricity Regulations**” means the Electricity Regulations (Northern Ireland) 2007;

“**Former Tariff Customer**” means a customer supplied with electricity by NIE on tariff terms immediately before Regulation 9 of the Electricity Regulations takes effect;

“**Network Operator**” means NIE, which operates the local electricity network;

“**NIE**” means Northern Ireland Electricity plc, a company with registration number NI026041 whose registered office is at 120 Malone Road, Belfast BT9 5HT;

“**NIE Energy**” means NIE Energy Limited, a company with registration number NI027394 whose registered office is at 120 Malone Road, Belfast BT9 5HT;

“**Non-domestic Customer**” has the same meaning as in the Supply Licence;

“**Scheme**” means this Former Tariff Customer Scheme, made by NIE pursuant to Regulation 42(4) of the Electricity Regulations;

“**Supply Licence**” means the public electricity supply licence granted to NIE which will, in accordance with the Licensing Scheme made by the Authority under Regulation 35 of the Electricity Regulations, have effect as if it were a licence granted to NIE Energy under Article 10(1)(c) of the Electricity Order as it is to be amended by Regulation 6 of the Electricity Regulations.

- 1.2 This Scheme shall be interpreted as if it were an enactment to which the Interpretation Act (Northern Ireland) 1954 applied.
- 1.3 Words and phrases defined in the Electricity Order, the Electricity Regulations or the Terms and Conditions for Supply set out in [Appendix 1](#) and [Appendix 2](#) to this Scheme and not otherwise defined in this Scheme shall have the same meaning when used in this Scheme.

- 1.4 Nothing in this Scheme is intended:

- (a) to qualify, limit or exclude any rights to which NIE, NIE Energy or a Former Tariff Customer is entitled by virtue of any provision of an enactment or of the Supply Licence, or shall be treated as having any such effect; or
- (b) to go beyond or be incompatible with the purposes for which this Scheme may be made, or shall be treated as doing so.

2. Commencement Date and Application

- 2.1 This Scheme comes into effect on the Commencement Date and applies to each Former Tariff Customer.

3. Deemed Contract

- 3.1 With effect from the Commencement Date, each Former Tariff Customer shall be deemed to have contracted with NIE Energy for a supply of electricity in accordance with the Terms and Conditions set out in [Appendix 1](#) or [Appendix 2](#) to this Scheme as appropriate.
- 3.2 The Terms and Conditions for Supply for Domestic Customers set out in [Appendix 1](#) to this Scheme shall be incorporated into each Deemed Contract with a Domestic Customer.
- 3.3 The Terms and Conditions for Supply for Non-domestic Customers set out in [Appendix 2](#) to this Scheme shall be incorporated into each Deemed Contract with a Non-domestic Customer.
- 3.4 The Terms and Conditions for Supply at [Appendix 1](#) and [Appendix 2](#) to this Scheme provide that, in order to receive a supply of electricity, a Former Tariff Customer requires a connection agreement with the Network Operator. The Network Operator has appointed NIE Energy to act as its agent to enter into connection agreements with Former Tariff Customers on the Standard Connection Terms and Conditions set out in [Appendix 3](#) to this Scheme.
- 3.5 The Deemed Contract shall not terminate but shall continue in effect until NIE Energy enters into another form of contract with the Former Tariff Customer, another electricity supplier begins to supply electricity to the Former Tariff Customer or the relevant connection is de-energised.

4. Governing Law and Exclusive Jurisdiction

- 4.1 This Scheme is governed by the law of Northern Ireland, and the courts of Northern Ireland shall have exclusive jurisdiction in relation to this Scheme.

Dated this 24th of October 2007

Stephen McCully, for and on behalf of Northern Ireland Electricity plc

Appendix 1

Terms and Conditions for Supply for Domestic Customers of NIE Energy Limited

1. Scope of Agreement

This document sets out the terms and conditions for the supply of electricity by NIE Energy Limited, a company having its registered office at 120 Malone Road, Belfast, BT9 5HT (“NIE Energy/we/us”) to a person (“you”) and for the payment for such electricity by you to us. These terms and conditions together with the tariff that applies to your supply form the legally binding contract (“Agreement”) between you and us.

This Agreement applies if you are a Domestic Customer (as defined in the Electricity Supply Licence granted to us). In general, you will be a Domestic Customer if you are taking electricity wholly or mainly for a domestic purpose. This includes but is not limited to the use of electricity in the following types of premises:

- (a) a house;
- (b) flat or other self-contained dwelling;
- (c) certain types of residential accommodation such as a children’s home, hospice or care home;
- (d) a caravan or houseboat; or
- (e) self-catering accommodation.

If you are unsure whether you are a Domestic Customer, or if you are taking electricity for other purposes, please contact us for more information about the terms and conditions applicable to your supply.

If you are elderly or have a disability, or depend on life saving electrical equipment, we may have special services applicable to you. These are set out in a Code of Practice (see section 13 for further details).

As your supplier, we arrange for delivery of electricity to your premises. Northern Ireland Electricity plc (the “Network Operator”) is responsible

for the quality and continuity of your supply and you have a separate contract with them. Please refer to section 21 below for more information about the role of the Network Operator.

2. When this Agreement applies and when it starts

This Agreement applies if:

- you were a customer of Northern Ireland Electricity plc and have been transferred to NIE Energy. In this case you do not need to take any further action. The Agreement starts from the date of the transfer
- you have chosen NIE Energy to be your electricity supplier. The Agreement starts from the date you agreed as the start date on the phone
- you have a new connection and you have not chosen another supplier. The Agreement starts when you start taking the supply
- you were the customer of another supplier and we have received a direction from the Authority to take over the customers of that supplier. This Agreement starts when the direction from the Authority takes effect
- you occupy a site registered to NIE Energy and are receiving a supply of electricity from us without having requested it. The Agreement starts when you start taking the supply

In the last case, if you wish to continue to receive a supply of electricity from us you must make an application for supply by telephone to our Customer Helpline at 08457 455 455. We may refuse to supply you or continue to supply you if any information required by us is not provided or we believe the information provided to be inaccurate.

3. Variations to this Agreement

We may change the terms of this Agreement at any time. If you do not accept the changes, you may end this Agreement as described in section 4 below. We will publicise details of these changes in advance where it is possible for us to do so.

4. Ending this Agreement

This Agreement continues until you or we end it.

You can cancel this Agreement within 7 working days from the date you accepted it on the phone, moved into your home or had your home connected to the local electricity network.

To do this, simply write, stating your name, address and contact number, to: NIE Energy Limited, 120 Malone Road, Belfast, BT9 5HT.

You can end this Agreement where:

- you switch to another supplier
- when you move home
- you wish to end your supply by having it cut off.

If you switch to another supplier, this Agreement will end only when the new supplier starts to supply you. You must still pay any money you owe us and for any electricity you use until the date your supply starts with the new supplier. We may give your new supplier any relevant details to help with your transfer. If you owe us money, we may advise your new supplier, and agree to transfer the debt to your new supplier for them to collect, giving them full details of the amount you owe.

If you are moving home, you should give us at least two working days' notice before you move. This Agreement will end:

- two working days after you tell us, or such other date that we agree, or
- when the next meter reading is due, or
- when someone takes over the supply, whichever is first.

You must pay for all electricity used up until this Agreement ends and we will estimate your final meter reading if you do not provide one. If you would like us to continue to supply your electricity at your new home, please contact our Customer Helpline at 08457 455 455. You will need to tell us your new address and the date you wish the supply to commence.

If you wish to end your supply by having it cut off, you should contact us and we will arrange for the supply to be disconnected. You must pay for all electricity used up until that disconnection takes place.

In order to supply electricity, we require an electricity supply licence. If we lose our licence, either you or we may end this Agreement immediately. Even if you do nothing, in order to make sure you do not lose supply, the Authority may direct another supplier to take over your account from us. If this happens, this Agreement with us ends automatically when the Authority's direction takes effect.

When this Agreement ends, you are still liable to pay any amounts you owe us.

5. Price and payment

You agree to take and pay for the supply of electricity in accordance with our scales of tariffs and charges published by us from time to time. To find out more about our tariffs and charges, please call our Customer Helpline at 08457 455 455 or visit our website at www.nieenergy.co.uk. We will send you written details of applicable tariffs, charges and other payments to be made by you promptly on request.

We may change our tariffs and charges and the way we charge at any time in consultation with the Consumer Council and the Authority. We will publicise details of these changes in advance where it is possible for us to do so.

If you were a customer of Northern Ireland Electricity plc and have been transferred to NIE Energy all monies due and owing by you to Northern Ireland Electricity plc in respect of the supply of electricity by Northern Ireland Electricity plc to you shall be due to NIE Energy Limited. Any sums due and owing from Northern Ireland Electricity plc to you in respect of the supply of electricity by Northern Ireland Electricity plc to you shall be due and owing from NIE Energy Limited.

If you are a non-keypad customer, you will receive bills from us for your electricity usage. We may estimate your usage using your consumption history and standard industry practice and ask you for payment based on an estimated meter reading. We will do this when the meter reader fails to get access to your meter during a visit to your home and you are unable to provide us with a reading before the bill is issued (usually 24 hours). Where we have used an estimated meter reading for a bill, you can call our Customer Helpline to submit a reading and we will issue a new bill. We will seek to access your premises to take a meter reading at least once every 12 months.

If for any reason the meter does not register electricity usage accurately, you agree to pay an amount that reasonably reflects the amount of electricity you have used. If you disagree with our estimate of your electricity usage, you may wish to contact us at our Customer Helpline or alternatively refer the matter to the Consumer Council.

You agree to pay our other charges relating to your supply, including:

- reasonable charges for providing copy bills where requested by you
- reasonable charges for providing a replacement for a lost pay-as-you-go keypad meter card and delivering it to you
- if you are late paying
- other reasonable costs that arise if we have to take action because you break the terms of this Agreement.

We will apply VAT at the appropriate rate to all tariffs and charges. If you do not use your supply wholly for domestic purposes, it is your responsibility to give us the information we need to apply VAT at the correct rate. ***Please call our Customer Helpline if you would like a copy of our guide to VAT on electricity supplies. You can also contact us by e mailing home@nieenergy.co.uk or visiting our website at www.nieenergy.co.uk.***

If your supply is subject to VAT at the higher rate, then the Climate Change Levy may also be applicable and we may require you to move to another tariff for non-domestic customers, to which different terms and conditions apply.

6. Paying for supply

All bills are due on the date of issue. Please make sure that we receive payment in full within 14 days of the bill date unless we have agreed a different payment arrangement with you. Please tell us immediately if you have difficulty paying.

We offer a variety of payment methods for paying bills including payment in arrears, by direct debit and through a pay-as-you-go keypad meter. Further details of these are given in our Codes of Practice (see section 13).

We may approve other payment schemes – please call our Customer Helpline if you wish to enquire about this. We reserve the right to apply different charges for the supply of electricity depending on the choice of payment method.

If you have registered as a customer jointly with other people, the expression “you” will apply to each of you and each person will be responsible for paying all outstanding charges until they are paid in full. We will be entitled to claim part of the money owed from you all or, the whole sum from any of you.

If any amount payable by you is in genuine dispute, you must pay to us the amount that is not in dispute. When the matter has been settled, we may adjust the amount owed by you as a result. If you have an account with us at other premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.

7. Pay-as-you-go keypad meters

You may ask us for a pay-as-you-go keypad meter and we will arrange for one to be installed if we reasonably can. We also may ask you to pay for your electricity through a pay-as-you-go keypad meter if:

- our credit checks indicate to us that this is an appropriate payment method for you
- we have reason to believe that someone has tampered with an existing meter
- you owe us money and by installing a pay-as-you-go keypad meter we can avoid cutting off your electricity.

Keypad meter 'top-ups' can be bought at any PayPoint or Payzone outlet, or by using a debit card over the telephone at 08457 455 455 or on-line at www.nieenergy.co.uk.

You can obtain a Quick Step Guide to using your pay-as-you-go keypad meter by calling our Customer Helpline at 08457 455 455 or on our website at www.nieenergy.co.uk.

A Code of Practice, setting out the services we offer to pay-as-you-go keypad meter customers, is available on request (see section 13).

8. Late payment

If you do not pay our bills, we will take steps to recover money you owe us. We may charge you for the costs of collecting payments, which may include:

- where we visit your home
- where we get a warrant of entry and carry it out, and where we incur any tracing costs
- where your bank returns a cheque to us unpaid, or rejects a direct debit, because there is not sufficient money in your account.

We may charge you interest for late payment. We will calculate interest using the rate we apply at the time.

If you owe us money, we may insist that a pay-as-you-go keypad meter is installed (which will be done by warrant if necessary). If you have a keypad meter, any debt or arrears on the account may be recovered as a percentage of subsequent purchases of electricity through the keypad meter.

9. Security deposit

We may ask you to pay a deposit as security against payment for your electricity. If you do not wish to provide a deposit, you may choose to pay for your electricity by monthly direct debit or through a pay-as-you-go keypad meter (if we are reasonably able to supply one). If we ask you for a deposit and you do not either pay the deposit or make payments by direct debit, we will insist on installing a pay-as-you-go keypad meter (which will be done by warrant if necessary).

If you owe us money and are ending this Agreement, we may keep any deposit you have paid and use this to reduce any debt you owe us. The amount we keep will not be more than the amount you owe us. Any money received from you as a deposit and not used to reduce any debt you owe us will be returned:

- within 28 days of supply ending under this Agreement
- if you subsequently choose to pay for your electricity by monthly direct debit or through a pay-as-you-go keypad meter

provided you have confirmed the address to which cheques should be sent or details of the account to which payment should be sent.

We will pay interest on the deposit when it is returned to you at the Bank of England base interest rate.

10. About your electricity meter

Your electricity meter is owned, serviced and read by Northern Ireland Electricity plc (the Meter Provider). We are not responsible for any damage caused by the meter or by any representatives of the Meter Provider who may attend at your premises in connection with the meter and you should contact the Meter Provider in such circumstances.

Meter readers must have easy access to read your meter. The meter must also be in a safe, secure and weatherproof position. If it is not, or is not easy to access, you must agree a suitable position with the Meter Provider and make arrangements for the meter to be moved.

Metering equipment is presumed to be accurate. You should notify us, or the Meter Provider without delay if you do not accept its accuracy. Where such notification is given the metering equipment will be examined as soon as practicable. You should also notify us, and the Meter Provider without delay if you believe that there has been damage to or interference with the metering equipment. You agree to provide us with all relevant information, which we may reasonably require.

You must allow the Meter Provider safe access to the meter at any time

in an emergency. You must also provide access to the meter at all reasonable times to enable the Meter Provider to:

- install, repair, remove or replace the meter
- read, test or inspect the meter
- cut off or reconnect your supply.

11. Meter charges

You agree to pay us those charges that we are required to pay to the Meter Provider or incur ourselves where work is carried out at the meter, including but not limited to:

- damage to a meter if the damage is your fault
- carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter
- warrants of entry that may have to be applied for
- visits to your home relating to inspecting or changing your meter.

12. Cutting off your electricity supply

We adopt procedures, which aim to avoid disconnecting your premises, if you have difficulty in paying your bills. A Code of Practice setting these out is available on request (see section 13). Nonetheless, we reserve the right to cut off your supply in the following circumstances.

- you have broken the terms of this Agreement
- you refuse to provide a security deposit when we ask you to and you do not choose to pay by direct debit if requested by us or do not allow us to install a pay-as-you-go keypad meter, or a pay-as-you-go keypad meter cannot reasonably be installed
- it is not reasonable, in all the circumstances, for us to supply you
- you refuse to provide us with all the details that we require to register you for a supply.

You must pay any reasonable costs we ask for if we have to cut off your supply for any of these reasons. Costs may include the cost of visits to your home. Provided it is reasonable for us to supply you, we will reconnect your supply when the matter has been resolved. You must pay us any reasonable costs for the reconnection.

We may also cut off your electricity supply if we have to do so by law or in an emergency. Your supply may also be cut off by the Network Operator from time to time, for example, to carry out repairs or maintenance to the network. We may ask the Network Operator to cut off supply on our behalf.

13. Codes of Practice

Our Charter sets out our commitment to our customers. We have Codes of Practice, providing guidance as to the services we provide. In preparing our Codes of Practice we have consulted with the Consumer Council. The Codes of Practice cover the following areas:

- Paying for your electricity
- Using your pay-as-you-go keypad meter
- Using energy efficiently in your home
- Economy 7
- Making a complaint
- Customer Care (services for vulnerable customers)
- Customers with payment difficulties

These publications are available in several languages including Irish, Chinese, Portuguese, Urdu and Arabic. To obtain copies of our Codes of Practice please call our Customer Helpline at 08457 455 455 or visit our website at www.nieenergy.co.uk. Independent financial help and advice is available from your local Citizens Advice Bureau or Association of Independent Advice Centres.

14. Making a complaint

If you are unhappy with any aspect of the service we provide please call our Customer Helpline at 08457 455 455 or write to Head of Customer Service, NIE Energy Limited, 120 Malone Road, Belfast, BT9 5HT.

If we are unable to resolve your complaint, the Consumer Council, which is an independent body, may be able to help and give you further advice. Please call them at 0845 601 6022, or e mail complaints@consumercouncil.org.uk or write to the Consumer Council, Elizabeth House, 116 Holywood Road, Belfast, BT4 1NY.

15. Legal liability

We will only be liable to you for direct losses resulting from us breaking the terms of this Agreement, negligence, or breach of statutory duty. You will only be liable to us for direct losses resulting from you breaking the terms of this Agreement or negligence.

Neither of us is liable to the other for any indirect, consequential or unforeseeable loss, nor for business losses including any loss of profit, loss of goodwill or loss of opportunity. However, this does not affect our right to charge you as described in this Agreement.

16. Limit of liability and Insurance

Our liability to you shall be limited to £100,000 for any incident or series of related incidents. Your liability to us shall also be limited to £100,000 for any incident or series of incidents. However, this does not affect our right to charge you as described in this Agreement.

If you think your loss is likely to exceed £100,000, you may wish to consider taking out an insurance policy.

17. Other legal rights

Nothing in this Agreement affects legal liability of either of us for causing death or personal injury by negligence. In addition, this Agreement does not affect your legal rights, including your rights under the Consumer Protection (NI) Act 1987.

18. Circumstances outside our control

Neither of us is liable where this Agreement is broken due to circumstances outside the reasonable control of the person breaking the Agreement.

In particular, the Network Operator is responsible for the quality of the supply of electricity to you and its continuity. The quality and continuity of your supply are outside our reasonable control.

Please refer to section 21 for more information about your agreement with the Network Operator.

19. Data protection

We will comply with the data protection legislation, so any personal data, which you supply to us will be used for the purposes indicated below. By entering into this Agreement you agree to your information being used and disclosed in accordance with the terms of this Agreement.

We will use the information we have about you and your account to administer your account and provide our services and products and comply with our duties under the law. This includes processing information for the purposes of setting up, monitoring and managing your account, obtaining credit references, implementing a change of supplier, obtaining, maintaining and exchanging information on meter points, reporting to the Authority and government departments, billing and call data management.

You agree to provide us, promptly and free of charge, with any information, which we reasonably request in connection with these purposes and agree that we may disclose such information to other parties where that is necessary for these purposes.

We may share the information we have about you with all relevant industry organisations based on agreed industry processes. We may pass information about you to our agents and service providers when relevant for these purposes. We may search the files of credit reference agencies, who will record the search. We may share information about you and your account with other electricity suppliers, financial institutions and with credit reference agencies. We will release your account details to any organisation to whom we may transfer our rights or obligations under this Agreement.

Upon payment of a fee and by written request to The Data Protection Officer, NIE Energy Limited, 120 Malone Road, Belfast, BT9 5HT you are entitled to a copy of the personal data held about you by us, as provided for under the Data Protection Act 1998. You also have the right to require us to correct any inaccuracies in your information.

In order to transfer your energy supply we may also need to contact your current and any previous supplier in order to:

- establish all relevant details to help with your transfer, and
- establish the details of any outstanding debt you may owe them.

You agree with your current and any previous supplier to transfer to us the right to collect any debt you owe to that supplier and to pass over all relevant account information. If you transfer to a new supplier and you owe us money, we may tell the new supplier about the debt.

20. General

This Agreement is governed by the laws of Northern Ireland.

Our activities as a supplier of electricity are governed by our electricity supply licence and applicable legislation and regulations. We reserve and maintain all our rights set out in legislation and our licence.

We may transfer any of our rights under this Agreement to another organisation and any of our obligations to any other licensed electricity supplier, subject to the terms of our licence. We will tell you as soon as

we reasonably can if we transfer any rights or obligations. We may also subcontract anything we have agreed to do under this Agreement but we will still be responsible for anything carried out by our subcontractors.

You must obtain our consent before transferring your rights under this Agreement to another person.

If we need to contact you, we will use the contact details you have given to us or made available to us through industry processes. If you need to contact us, please telephone our Customer Helpline at 08457 455 455 or write to us at 120 Malone Road, Belfast, BT9 5HT.

21. Your connection to the local electricity network

To receive a supply of electricity from us under this Agreement you require a connection agreement with the Network Operator.

The Network Operator operates the local electricity network that delivers electricity to your premises and has appointed us to act as its agent to enter into a Connection Agreement with you on standard terms.

You agree that, by entering into this Agreement with us, you are also entering into a Connection Agreement with the Network Operator for connection of your premises to its network. The terms of that Connection Agreement are the Standard Connection Terms and Conditions set out in the Appendix or otherwise attached to this Agreement or otherwise provided to you or made known to you by us.

You are entitled to negotiate terms of connection of your premises to the network that are not the same terms as the Standard Connection Terms and Conditions. If you wish to do so you must negotiate with the Network Operator and not with us about those terms but your supply cannot commence until you have provided us with evidence that there is a Connection Agreement in force for your premises with the Network Operator and you must inform us if that Connection Agreement terminates.

You can find out more about the Standard Connection Terms and Conditions by calling your Network Operator at 08457 643 643 or by visiting its website at www.nie.co.uk.

The Network Operator is responsible for the quality and continuity of your electricity supply. It must comply with certain service standards in relation to the delivery of the range of services they provide. These include certain statutory standards which must be met otherwise you are entitled to a payment from the Network Operator. To obtain a copy of these service standards please call your Network Operator at 08457 643 653.

Glossary

Authority	The Northern Ireland Authority for Utility Regulation, which regulates the electricity industry. Telephone 028 9031 1575 or visit their website at ofreg.nics.gov.uk .
Connection Agreement	The agreement between the Network Operator and you for connection of your premises to the local distribution network as described in section 21.
Consumer Council	The Consumer Council which is an independent body representing consumers' interests. Telephone 0845 601 6022, or e mail complaints@consumercouncil.org.uk , or visit their website at www.consumercouncil.org.uk .
Meter Provider	Northern Ireland Electricity plc, or such other company as may be appointed to provide, install, maintain and administer the metering equipment. For queries about your meter telephone 08457 643 643 or e mail customercontact@nie.co.uk .
Network Operator	Northern Ireland Electricity plc, which is appointed to provide, install, maintain and administer the entire electricity infrastructure, transmission and distribution system in Northern Ireland. For queries about power failures and quality of supply telephone 08457 643 643 or e mail customercontact@nie.co.uk .
NIE Energy Limited	The company which supplies electricity to you under this Agreement, also referred to as "NIE Energy", "us", "our" or "we". For queries about your account, bills and payments telephone 08457 455 455 or e mail home@nieenergy.co.uk .

Appendix 2

Terms and Conditions for Supply for Non-domestic Customers of NIE Energy Limited

1. Scope of Agreement

This document sets out the terms and conditions for the supply of electricity by NIE Energy Limited, a company having its registered office at 120 Malone Road, Belfast, BT9 5HT ("NIE Energy/we/us") to a person or entity ("you") and for the payment for such electricity by you to us. These terms and conditions together with the tariff that applies to your supply form the legally binding contract ("Agreement") between you and us.

This Agreement applies if you are a Non-domestic Customer (as defined in the Electricity Supply Licence granted to us). In general, you will be a Non-domestic Customer if you are taking electricity wholly or mainly for a non-domestic purpose. If you are unsure whether you are a Non-domestic Customer, or if you are taking electricity for other purposes, please contact us for more information about the terms and conditions applicable to your supply.

As your supplier, we arrange for delivery of electricity to your premises. Northern Ireland Electricity plc (the "Network Operator") is responsible for the quality and continuity of your supply and you have a separate contract with them. Please refer to section 20 below for more information about the role of the Network Operator.

2. When this Agreement applies and when it starts

This Agreement applies if:

- you were a customer of Northern Ireland Electricity plc and have been transferred to NIE Energy. In this case you do not need to take any further action. The Agreement starts from the date of the transfer
- you have chosen NIE Energy to be your electricity supplier. The Agreement starts from the date you agreed as the start date on the phone
- you have a new connection and you have not chosen another supplier. The Agreement starts when you start taking the supply
- you were the customer of another supplier and we have received a direction from the Authority to take over the customers of that supplier. This Agreement starts when the direction from the Authority takes effect
- you occupy a site registered to NIE Energy and are receiving a supply of electricity from us without having requested it. The Agreement starts when you start taking the supply

In the last case, if you wish to continue to receive a supply of electricity from us you must make an application for supply by telephone to our Customer Helpline at 08457 455 455. We may refuse to supply you or continue to supply you if any information required by us is not provided or we believe the information provided to be inaccurate.

3. Variations to this Agreement

We may change the terms of this Agreement at any time. If you do not accept the changes, you may end this Agreement as described in section 4 below. We will publicise details of these changes in advance where it is possible for us to do so.

4. Ending this Agreement

This Agreement continues until you or we end it.

You can cancel this Agreement within 7 working days from the date you accepted it on the phone, moved into your premises or had your premises connected to the local electricity network.

To do this, simply write, stating your name, address and contact number, to: NIE Energy Limited, 120 Malone Road, Belfast, BT9 5HT.

You can end this Agreement where:

- you switch to another supplier
- when you move premises
- you wish to end your supply by having it cut off.

If you switch to another supplier, this Agreement will end only when the new supplier starts to supply you. You must still pay any money you owe us and for any electricity you use until the date your supply starts with the new supplier. We may give your new supplier any relevant details to help with your transfer. If you owe us money, we may advise your new supplier, and agree to transfer the debt to your new supplier for them to collect, giving them full details of the amount you owe.

If you are moving premises, you should give us at least two working days' notice before you move. This Agreement will end:

- two working days after you tell us, or such other date that we agree, or

- when the next meter reading is due, or
- when someone takes over the supply, whichever is first.

You must pay for all electricity used up until this Agreement ends and we will estimate your final meter reading if you do not provide one. If you would like us to continue to supply your electricity at your new premises, please contact our Customer Helpline at 08457 455 455. You will need to tell us your new address and the date you wish the supply to commence.

If you wish to end your supply by having it cut off, you should contact us and we will arrange for the supply to be disconnected. You must pay for all electricity used up until that disconnection takes place.

In order to supply electricity, we require an electricity supply licence. If we lose our licence, either you or we may end this Agreement immediately. Even if you do nothing, in order to make sure you do not lose supply, the Authority may direct another supplier to take over your account from us. If this happens, this Agreement with us ends automatically when the Authority's direction takes effect.

When this Agreement ends, you are still liable to pay any amounts you owe us.

5. Price and payment

You agree to take and pay for the supply of electricity in accordance with our scales of tariffs and charges published by us from time to time. To find out more about our tariffs and charges, please call our Customer Helpline at 08457 455 455 or visit our website at www.nieenergy.co.uk. We will send you written details of applicable tariffs, charges and other payments to be made by you promptly on request.

We will agree your tariff with you when this Agreement starts (except where you have taken a supply before reaching such agreement, in which case the tariff for that period will be the one we consider to be appropriate). It remains your responsibility to give us the information we need to apply the most economical tariff. This includes informing us of any subsequent material change to your electricity consumption pattern. Free tariff advice can be obtained by calling our Customer Helpline at 08457 455 455.

We may change our tariffs and charges and the way we charge at any time in consultation with the Consumer Council and the Authority. We will publicise details of these changes in advance where it is possible for us to do so.

If you were a customer of Northern Ireland Electricity plc and have been transferred to NIE Energy all monies due and owing by you to Northern Ireland Electricity plc in respect of the supply of electricity by Northern Ireland Electricity plc to you shall be due to NIE Energy Limited. Any sums due and owing from Northern Ireland Electricity plc to you in respect of the supply of electricity by Northern Ireland Electricity plc to you shall be due and owing from NIE Energy Limited.

You will receive bills from us for your electricity usage. We may estimate your usage using your consumption history and standard industry practice and ask you for payment based on an estimated meter reading. We will do this when the meter reader fails to get access to your meter during a visit to your premises and you are unable to provide us with a reading before the bill is issued (usually 24 hours). Where we have used an estimated meter reading for a bill, you can call our Customer Helpline to submit a reading and we will issue a new bill. We will seek to access your premises to take a meter reading at least once every 12 months.

If for any reason the meter does not register electricity usage accurately, you agree to pay an amount that reasonably reflects the amount of electricity you have used. If you disagree with our estimate of your electricity usage, you may wish to contact us at our Customer Helpline or alternatively refer the matter to the Consumer Council.

You agree to pay our other charges relating to your supply, including:

- reasonable charges for providing copy bills where requested by you
- if you are late paying
- if work has to be carried out at your meter as a result of you tampering or interfering with the meter
- other reasonable costs that arise if we have to take action because you break the terms of this Agreement.

We will apply VAT at the appropriate rate to all tariffs and charges. If you do not use your supply wholly for non-domestic purposes, it is your responsibility to give us the information we need to apply VAT at the correct rate. **Please call our Customer Helpline if you would like a copy of our guide to VAT on electricity supplies. You can also contact us by emailing business@nieenergy.co.uk or visiting our website at www.nieenergy.co.uk.**

If your supply is subject to VAT at the higher rate, then the Climate Change Levy may also be applicable.

If you have been granted relief from Climate Change Levy through one of the government approved schemes you shall send the Supplier Certificates to NIE Energy, 120 Malone Road, Belfast, BT9 5HT at least five working days prior to their application. Relief from Climate Change Levy cannot be backdated and we cannot accept any liability for late receipt of Supplier Certificates.

6. Paying for supply

All bills are due on the date of issue. Please make sure that we receive payment in full within 14 days of the bill date unless we have agreed a different payment arrangement with you. Please tell us immediately if you have difficulty paying.

We offer a variety of payment methods for paying bills including payment in arrears and by direct debit. Further details of these are given in our Codes of Practice (see section 12).

We may approve other payment schemes – please contact our Customer Helpline if you wish to enquire about this. We reserve the right to apply different charges for the supply of electricity depending on the choice of payment method.

If you have registered as a customer jointly with other people or entities, the expression “you” will apply to each of you and each person or entity will be responsible for paying all outstanding charges until they are paid in full. We will be entitled to claim part of the money owed from you all or, the whole sum from any of you.

If any amount payable by you is in genuine dispute, you must pay to us the amount that is not in dispute. When the matter has been settled, we may adjust the amount owed by you as a result. If you have an account with us at other premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.

7. Late payment

If you do not pay our bills, we will take steps to recover money you owe us. We may charge you for the costs of collecting payments, which may include:

- where we visit your premises
- where we get a warrant of entry and carry it out, and where we incur any tracing costs
- where your bank returns a cheque to us unpaid, or rejects a direct debit, because there is not sufficient money in your account.

We may charge you interest for late payment. We will calculate interest using the rate we apply at the time.

8. Security deposit

We may ask you to pay a deposit as security against payment for your electricity or ask you to make payments by direct debit. If you do not wish to provide a deposit or pay by direct debit we may refuse to supply you.

If you owe us money and are ending this Agreement, we may keep any deposit you have paid and use this to reduce any debt you owe us. The amount we keep will not be more than the amount you owe us. Any money received from you as a deposit and not used to reduce any debt you owe us will be returned:

- within 28 days of supply ending under this Agreement
- if you subsequently choose to pay for your electricity by monthly direct debit,

provided you have confirmed the address to which cheques should be sent or details of the account to which payment should be made.

We will pay interest on the deposit when it is returned to you at the Bank of England base interest rate.

9. About your electricity meter

Your electricity meter is owned, serviced and read by Northern Ireland Electricity plc (the “Meter Provider”). We are not responsible for any damage caused by the meter or by any representatives of the Meter Provider who may attend at your premises in connection with the meter and you should contact the Meter Provider in such circumstances.

Meter readers must have easy access to read your meter. The meter must also be in a safe, secure and weatherproof position. If it is not, or is not easy to access, you must agree a suitable position with the Meter Provider and make arrangements for the meter to be moved.

Metering equipment is presumed to be accurate. You should notify us, or the Meter Provider without delay if you do not accept its accuracy. Where such notification is given the metering equipment will be examined as soon as practicable. You should also notify us, and the Meter Provider without delay if you believe that there has been damage

to or interference with the metering equipment. You agree to provide us with all relevant information, which we may reasonably require.

You must allow the Meter Provider safe access to the meter at any time in an emergency. You must also provide access to the meter at all reasonable times to enable the Meter Provider to:

- install, repair, remove or replace the meter
- read, test or inspect the meter
- cut off or reconnect your supply.

10. Meter charges

You agree to pay us those charges that we are required to pay to the Meter Provider or incur ourselves where work is carried out at the meter, including but not limited to:

- damage to a meter if the damage is your fault
- carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter
- warrants of entry that may have to be applied for
- visits to your premises relating to inspecting or changing your meter.

Where we determine that half-hourly metering is required, you shall provide appropriate ancillary equipment including a permanent, functioning communications facility. You agree to pay us all reasonably incurred costs that we may charge you for failure to ensure such a provision.

11. Cutting off your electricity supply

We adopt procedures, which aim to avoid disconnecting your premises, if you have difficulty in paying your bills. A Code of Practice setting these out is available on request (see section 12). Nonetheless, we reserve the right to cut off your supply in the following circumstances.

- you have broken the terms of this Agreement
- you refuse to provide a security deposit when we ask you to and you do not choose to pay by direct debit if requested by us
- it is not reasonable, in all the circumstances, for us to supply you
- you refuse to provide us with all the details that we require to register you for a supply.

You must pay any reasonable costs we ask for if we have to cut off your supply for any of these reasons. Costs may include the cost of visits to your premises. Provided it is reasonable for us to supply you, we will reconnect your supply when the matter has been resolved. You must pay us any reasonable costs for the reconnection.

We may also cut off your electricity supply if we have to do so by law or in an emergency. Your supply may also be cut off by the Network Operator from time to time, for example, to carry out repairs or maintenance to the network. We may ask the Network Operator to cut off supply on our behalf.

12. Codes of Practice

Our Charter outlines our commitment to our customers. We have Codes of Practice, providing guidance as to the services we provide. In preparing our Codes of Practice we have consulted with the Consumer Council. The Codes of Practice cover the following areas:

- Paying for your electricity
- Economy 7
- Making a complaint
- Customers with payment difficulties

These publications are available in several languages including Irish, Chinese, Portuguese, Urdu and Arabic. To obtain copies of our Codes of Practice please call our Customer Helpline at 08457 455 455 or visit our website at www.nieenergy.co.uk. Independent financial help and advice is available from your local Citizens Advice Bureau or Association of Independent Advice Centres.

13. Making a complaint

If you are unhappy with any aspect of the service we provide please call our Customer Helpline at 08457 455 455 or write to Head of Customer Service, NIE Energy Limited, 120 Malone Road, Belfast, BT9 5HT.

If we are unable to resolve your complaint, the Consumer Council, which is an independent body, may be able to help and give you further advice. Please call them at 0845 601 6022, or e mail complaints@consumercouncil.org.uk or write to the Consumer Council, Elizabeth House, 116 Holywood Road, Belfast, BT4 1NY.

14. Legal liability

We will only be liable to you for direct losses resulting from us breaking the terms of this Agreement, negligence, or breach of statutory duty.

You will only be liable to us for direct losses resulting from you breaking the terms of this Agreement or negligence.

Neither of us is liable to the other for any indirect, consequential or unforeseeable loss, nor for business losses including any loss of profit, loss of goodwill or loss of opportunity. However, this does not affect our right to charge you as described in this Agreement.

15. Limit of liability and Insurance

Our liability to you shall be limited to £100,000 for any incident or series of related incidents. Your liability to us shall also be limited to £100,000 for any incident or series of incidents. However, this does not affect our right to charge you as described in this Agreement.

If you think your loss is likely to exceed £100,000, you may wish to consider taking out an insurance policy.

16. Other legal rights

Nothing in this Agreement affects legal liability of either of us for causing death or personal injury by negligence. In addition, this Agreement does not affect your legal rights, including your rights under the Consumer Protection (NI) Act 1987.

17. Circumstances outside our control

Neither of us is liable where this Agreement is broken due to circumstances outside the reasonable control of the person breaking the Agreement.

In particular, the Network Operator is responsible for the quality of the supply of electricity to you and its continuity. The quality and continuity of your supply are outside our reasonable control.

Please refer to section 20 for more information about your agreement with the Network Operator.

18. Data protection

We will comply with the data protection legislation, so any personal data which you supply to us will be used for the purposes indicated below. By entering into this Agreement you agree to your information being used and disclosed in accordance with the terms of this Agreement.

We will use the information we have about you and your account to administer your account and provide our services and products and comply with our duties under the law. This includes processing information for the purposes of setting up, monitoring and managing your account, obtaining credit references, implementing a change of supplier, obtaining, maintaining and exchanging information on meter points, reporting to the Authority and government departments, billing and call data management.

You agree to provide us, promptly and free of charge, with any information which we reasonably request in connection with these purposes and agree that we may disclose such information to other parties where that is necessary for these purposes.

We may share the information we have about you with all relevant industry organisations based on agreed industry processes. We may pass information about you to our agents and service providers when relevant for these purposes. We may search the files of credit reference agencies, who will record the search. We may share information about you and your account with other electricity suppliers, financial institutions and with credit reference agencies. We will release your account details to any organisation to whom we may transfer our rights or obligations under this Agreement.

Upon payment of a fee and by written request to The Data Protection Officer, NIE Energy Limited, 120 Malone Road, Belfast, BT9 5HT you are entitled to a copy of the personal data held about you by us, as provided for under the Data Protection Act 1998. You also have the right to require us to correct any inaccuracies in your information.

In order to transfer your energy supply we may also need to contact your current and any previous supplier in order to:

- establish all relevant details to help with your transfer, and
- establish the details of any outstanding debt you may owe them.

You agree with your current and any previous supplier to transfer to us the right to collect any debt you owe to that supplier and to pass over all relevant account information. If you transfer to a new supplier and you owe us money, we may tell the new supplier about the debt.

19. General

This Agreement is governed by the laws of Northern Ireland.

Our activities as a supplier of electricity are governed by our electricity supply licence and applicable legislation and regulations. We reserve and maintain all our rights set out in legislation and our licence.

We may transfer any of our rights under this Agreement to another organisation and any of our obligations to any other licensed electricity

supplier, subject to the terms of our licence. We will tell you as soon as we reasonably can if we transfer any rights or obligations. We may also subcontract anything we have agreed to do under this Agreement but we will still be responsible for anything carried out by our subcontractors.

You must obtain our consent before transferring your rights under this Agreement to another person.

If we need to contact you, we will use the contact details you have given to us or made available to us through industry processes. If you need to contact us, please telephone our Customer Helpline at 08457 455 455 or write to us at NIE Energy Limited, 120 Malone Road, Belfast, BT9 5HT.

20. Your connection to the local electricity network

To receive a supply of electricity from us under this Agreement you require a connection agreement with the Network Operator.

The Network Operator operates the local electricity network that delivers electricity to your premises and has appointed us to act as its agent to enter into a Connection Agreement with you on standard terms.

Unless you have entered into a separate Connection Agreement with the Network Operator, you agree that, by entering into this Agreement with us, you are also entering into a Connection Agreement with the Network Operator for connection of your premises to its network. The terms of that Connection Agreement are the Standard Connection Terms and Conditions set out in the Appendix or otherwise attached to this Agreement or otherwise provided to you or made known to you by us.

You are entitled to negotiate terms of connection of your premises to the network that are not the same terms as the Standard Connection Terms and Conditions. If you wish to do so you must negotiate with the Network Operator and not with us about those terms but your supply cannot commence until you have provided us with evidence that there is a Connection Agreement in force for your premises with the Network Operator and you must inform us if that Connection Agreement terminates.

You shall agree with the Network Operator in advance if you require a change to your maximum import capacity and advise us accordingly. If you exceed the maximum import capacity we shall charge you any additional costs imposed on us and may change you to a more appropriate tariff.

We may vary the charges and pass through any higher or additional costs where:

- there is a material change to your electricity demand or forecast load shape which incurs additional costs to us, including but not limited to, ancillary services agreements, demand flexibility contracts or on-site generation.
- you substitute electricity with an alternative fuel, other than by prior agreement with us or during periods of supply interruption, or where a metering point has been isolated by way of de-energisation.

You can find out more about the Standard Connection Terms and Conditions by calling your Network Operator at 08457 643 643 or by visiting its website at www.nie.co.uk.

The Network Operator is responsible for the quality and continuity of your electricity supply. It must comply with certain service standards in relation to the delivery of the range of services they provide. These include certain statutory standards which must be met otherwise you are entitled to a payment from the Network Operator. To obtain a copy of these service standards please call your Network Operator at 08457 643 653.

Glossary

Authority	The Northern Ireland Authority for Utility Regulation, which regulates the electricity industry. Telephone 028 9031 1575 or visit their website at ofreg.nics.gov.uk .
Connection Agreement	The agreement between the Network Operator and you for connection of your premises to the local distribution network as described in section 21.
Consumer Council	The Consumer Council which is an independent body representing consumers' interests. Telephone 0845 601 6022, or e mail complaints@consumercouncil.org.uk , or visit their website at www.consumercouncil.org.uk .
Meter Provider	Northern Ireland Electricity plc, or such other company as may be appointed to provide, install, maintain and administer the metering equipment. For queries about your meter

	telephone 08457 643 643 or e mail customercontact@nie.co.uk.
Network Operator	Northern Ireland Electricity plc, which is appointed to provide, install, maintain and administer the entire electricity infrastructure, transmission and distribution system in Northern Ireland. For queries about power failures and quality of supply telephone 08457 643 643 or e mail customercontact@nie.co.uk.
NIE Energy Limited	The company which supplies electricity to you under this Agreement, also referred to as "NIE Energy", "us", "our" or "we". For queries about your account, bills and payments telephone 08457 455 455 or e mail home@nieenergy.co.uk.

Appendix 3

Standard Connection Terms and Conditions as at 1 November 2007

These Standard Connection Terms and Conditions are provided for information. The current version of the Standard Connection Terms and Conditions can be found on NIE's website (www.nie.co.uk).

1. Introduction

- 1.1 This Section 1 sets out an introduction in relation to these terms and conditions. Where you are subject to the General Conditions of Connection, these shall be updated and replaced by these Standard Connection Terms and Conditions which shall apply to You and shall be the General Conditions of Connection.
1. The electricity You receive from Your Supplier will be delivered to Your Premises using the Distribution System. Therefore to receive a supply of electricity You require both:
 2. a Supply Agreement; and
 3. a connection agreement with NIE to connect Your Premises to the Distribution System.
4. To simplify these requirements, Your Supplier has been appointed as the agent of Northern Ireland Electricity plc ("NIE") to put in place a Connection Agreement between NIE and You on these Standard Connection Terms and Conditions. When You enter into an electricity Supply Agreement with Your Supplier after 1 October 2004, You will also be entering into a Connection Agreement on these Standard Connection Terms and Conditions with NIE for connection of Your Premises to the Distribution System. For the avoidance of doubt you are not required to sign a Connection Agreement with NIE, as Your agreement to the Supply Agreement operates as Your acceptance of these Standard Connection Terms and Conditions. These Standard Connection Terms and Conditions are either attached to the Supply Agreement entered into by You with Your Supplier, of which You have a copy, or separately provided to You by Your Supplier. A copy is also available on the Northern Ireland Electricity plc website (www.nie.co.uk).
5. These Standard Connection Terms and Conditions are subject to any specific additional terms applicable to You as negotiated by You directly with NIE and reflected in a separate document specifically referring to these Standard Connection Terms and Conditions.
6. Your Supplier is only authorised to enter into a Connection Agreement on these Standard Connection Terms and Conditions. Your Supplier is not authorised to make any changes to these Standard Connection Terms and Conditions or the Connection Agreement, or to exercise NIE's rights under the Connection Agreement, to terminate it or to agree to establish or modify a connection to the Distribution System.
7. Your Connection Agreement on these Standard Connection Terms and Conditions, will terminate when You change Your Supplier and will be replaced by a new Connection Agreement entered into through Your new Supplier.
8. You can obtain further information regarding connection arrangements on NIE's website (www.nie.co.uk).

2. Definitions

In these Standard Connection Terms and Conditions:

"Authority" means the Northern Ireland Authority for Utility Regulation;

"Connection Agreement" means the agreement between NIE and You for connection of Your Premises to the Distribution System,

where such agreement is based on these Standard Connection Terms and Conditions;

"Distribution Code" means the distribution code for the electricity industry in Northern Ireland, as amended from time to time;

"Distribution System" has the meaning assigned to that term in the Distribution Code;

"Exempt Generator" means a person having an on site generator and who is exempt from the requirement to hold a licence granted under the Order by reason of the Electricity (Class Exemptions from the Requirement for a Licence) Order (Northern Ireland) 1999;

"Force Majeure Event" means any event or circumstance, or number of events or circumstances, or combination thereof which is beyond NIE's reasonable control and which results in or causes NIE to fail to perform any of its obligations under the Connection Agreement;

"Generator Capacity" means the capacity of the generator (if any) in respect of which NIE has given consent for you to connect to the Distribution System in accordance with clause 5;

"Laws" means any legislation, treaty, regulation, licence, by-law, proclamation, code, order (including the Order), statutory instrument or other subordinate legislation (each as amended or replaced), and applying to the relevant Party;

"Maximum Import Capacity" means the value recorded against Your connection in NIE's Maximum Import Capacity Billing & Registration System (AF) as the maximum capacity made available for Your connection;

"NIE" means Northern Ireland Electricity plc and includes to the extent and where the context so requires any employees, officers, or agents of Northern Ireland Electricity plc acting under the Connection Agreement;

"Order" means the Electricity (Northern Ireland) Order 1992;

"Party" means either You or NIE, as the circumstances require, and "Parties" means both You and NIE;

"Premises" includes any part of any land or building or structure and means the site or sites where the supply is being taken;

"Relevant Act of Omission" means any act or omission by the TSO that is a breach of a Relevant Agreement;

"Relevant Agreement" means any agreement for connection to and/or use of the transmission system to which the TSO is party and/or the Transmission Interface Arrangements;

"Supply" and **"Supplied"** in each case refers to the supply of electricity to Premises and may include the provision of services required or undertaken in respect of such Supply;

"Supply Agreement" means an agreement for Supply to Your Premises entered into between You and Your Supplier;

"Supplier" means the company licensed as an electricity supplier and with whom You have a Supply Agreement from time to time;

"Transmission Interface Arrangements" the Transmission Interface Arrangements prepared by NIE and the TSO pursuant to the TSO's transmission licence and NIE's transmission licence;

"TSO" means SONI Limited, the transmission system operator in Northern Ireland;

"You" and **"Your"** means you as a party to the Connection Agreement with NIE.

3. When the Connection Agreement comes into effect

The Connection Agreement on these Standard Connection Terms and Conditions will come into effect when Your Supply Agreement comes into effect.

4. Connection to the Distribution System

- (a) Subject to these Standard Connection Terms and Conditions, the provisions of the Order and any other Laws that may apply from time to time, You shall have the right to have Your Premises to be and to remain connected to the Distribution System.
- (b) You acknowledge that NIE may use switchgear with auto-reclosing facilities, that Your Premises and Your installation generally should be designed so as not to suffer damage through the operation of such facilities, and that NIE accepts no liability for such damage to the extent that such damage is attributable to Your failure so to design Your installation and/or Premises.
- (c) You must ensure that Your installation is, before connection of Your Premises to the Distribution System and at all times during

the period of the Connection Agreement, installed, earthed, operated and maintained in accordance with any regulations made by DETI, the IEE Regulations (BS 7671) and NIE's requirements, as applicable. NIE may refuse to connect or maintain a connection to Your Premises if Your installation ceases to comply with the regulations and requirements referred to in this paragraph (c).

- (d) You must ascertain from NIE the nature and capacity of the supply to be provided and ensure that Your connection and Your installation is wired for single or multi-phase supply as required by NIE. Where a Supply is provided over two or more phases You shall ensure that the load is balanced as evenly as possible between the phases at all times. Where three-phase equipment is installed as part of an installation, You are advised to fit protection which will disconnect all phases of the Supply in the event of low voltage or loss of Supply to one or more phases of the incoming supply.
- (e) Motors up to 0.75 kW single phase or 4.5 kW three phase (0.37 kW single phase or 2.2 kW three phase in the case of motors for lifts, hoists and other cyclic applications) may be started "direct on line". The starting arrangement for motors in excess of these ratings will be subject to written agreement between You and NIE. You must take all reasonable steps to ensure that the power factor at which the supply is used is controlled between 0.9 lagging and unity.
- (f) NIE's obligations under the Connection Agreement are subject to Your Premises having an appropriate meter to measure electricity delivered to Your Premises unless otherwise agreed with NIE. You are not permitted to use NIE's electric lines or plant for signalling or communication purposes. NIE's obligations are also subject to the Maximum Import Capacity only being taken, safety considerations and Your connection complying with all relevant Laws.
- (g) You must ensure that Your demand for electricity does not exceed the Maximum Import Capacity agreed with You prior to Your connection in accordance with these Standard Connection Terms and Conditions.
- (h) You must contact NIE in advance if You wish to increase Your demand or make any significant change to Your connection, electric lines or electrical equipment, or to install or operate generating equipment, or to do anything else that could affect the Distribution System or supply to other customers or require alterations to Your connection. You must take care not to use the Supply to Your Premises or to connect equipment such that You cause damage to the Distribution System or interfere with Supply to other customers or with the distribution of supplies by NIE efficiently and in accordance with NIE's obligations or which in NIE's reasonable opinion is likely to do so and, if You do, You shall at Your own expense remedy the condition within a reasonable time of NIE giving You notice, failing which NIE may immediately de-energise Your Premises until the condition has been remedied.
- (i) NIE may, upon the fifth anniversary of connection of Your Premises to the Distribution System, or where a change to Maximum Import Capacity has been agreed between NIE and You, upon the fifth anniversary of the date of agreement to that change, review the extent of Your utilisation of the Maximum Import Capacity. NIE reserves the right, where You are not utilising the Maximum Import Capacity, to reduce the Maximum Import Capacity, provided that such reduced Maximum Import Capacity shall be at least 110% of Your peak half hour demand during the twelve months prior to the date of review. If You cannot agree a mutually acceptable reduced Maximum Import Capacity with NIE, You may refer the dispute to the Authority.
- (j) If Your demand for electricity exceeds 1MW, You must comply with the relevant provisions of the Distribution Code.

5. Connection of Generating Plant

You must not connect to Your installation generating plant that is designed for parallel operation with the Distribution System without the prior written approval of NIE. If You wish to connect such plant then You must submit a formal application to NIE. If NIE consents to You connecting a generating plant to the Distribution System, then You must comply with NIE's requirements for the connection of generation to the Distribution System. In particular, You must comply with the requirements of NIE Engineering Recommendation G59/1/N1 or Engineering Recommendation G83/1, as amended, supplemented, varied or replaced from time to time, as applicable. These requirements are for the protection of the Distribution System and do not constitute any approval by NIE of the generating plant or any warranty or guarantee by NIE of the adequacy of the generator's installation.

6. Delivery of electricity

Without limiting NIE's obligations under applicable Laws relating to quality of Supply, NIE does not guarantee to provide a Supply of electricity through the Distribution System at all times or that electricity Supplied through the Distribution System will be free of variations in voltage or frequency. You should take appropriate steps to ensure that Your installation and equipment is protected from the consequences of interruptions and restorations of supply and variations in voltage and frequency. Without limiting clause 11, NIE accepts no liability for damage to installations or equipment to the extent that such damage is attributable to Your failure to take such steps.

7. Charges for the use of the Distribution System

- (a) NIE will not bill You directly for any charge for the use of the Distribution System for so long as You have a Supplier. NIE will bill Your Supplier for Your use of the Distribution System.
- (b) Where NIE has recorded a Maximum Import Capacity against Your connection, You should be aware that if You exceed the Maximum Import Capacity, and fail to respond to notices issued by NIE to You or Your Supplier requiring You to comply with the Maximum Import Capacity for Your connection, NIE may charge Your Supplier an increased rate in relation to electricity consumed over the Maximum Import Capacity in accordance with NIE's policy on Maximum Import Capacity. Your Supplier may pass those charges on to You as part of Your charges for Your Supply. NIE may also charge Your Supplier more if You fail to take all reasonable steps to ensure that the power factor at which the Supply is used is controlled between 0.9 lagging and unity.

8. Access and rights over land

- (a) You agree to allow NIE safe, full, and free access to any Premises at which You are Supplied:
 - (i) at any time if there may be danger to life or property, or if rights in relation to a Supply of electricity are being exercised under any Laws, or for any other purpose required for the operation or management of the **Distribution System**;
 - (ii) at all reasonable times for the purposes of installing, maintaining, modifying, testing, removing, replacing or reading any equipment or apparatus, including electricity meters and metering equipment, owned or operated by NIE or Your Supplier in connection with Your Supply and NIE's services to You, and You grant all necessary rights for such purposes;
 - (iii) lawfully to disconnect or de-energise the connection to Your Premises.
- (b) If a substation is required in order to provide a Supply to Your Premises, You must grant a lease of land for that substation to NIE at a nil rent and on NIE's standard lease terms.
- (c) You grant to NIE to the extent possible and free of charge all such consents and all wayleaves and interests in land as are necessary for the installation, operation, maintenance, inspection and removal of NIE's equipment situated or to be situated on Your Premises.

9. Interference with equipment

You must not interfere in any way with any of NIE's equipment at Your Premises except where emergency action has to be taken to protect the health and safety of persons.

10. Disconnecting and De-Energising Your Supply

10.1 NIE may disconnect or de-energise the Supply of electricity to Your Premises where:

- (a) NIE is entitled or required to do so under any of the Laws or the electricity industry arrangements under which NIE operates, including but not limited to NIE's licence(s) under the Order;
- (b) Your Supply of electricity is required to be cut off under any Laws or the electricity industry arrangements under which Your Supplier operates;
- (c) to avoid, seek to avoid or mitigate the effect of a risk of danger if Supply is continued;
- (d) NIE's agreement with Your Supplier for the use of the Distribution System in delivering electricity to Your Premises entitles or requires NIE to do so;
- (e) You do not have a Supply Agreement with a Supplier;
- (f) NIE wishes to inspect, modify, maintain, repair or add to any part of the Distribution System, including in relation to Your supply;
- (g) there is an accident or emergency or any event affecting or likely to affect the Distribution System or any other electricity network

through which (directly or indirectly) NIE receives, transports or delivers electricity;

- (h) NIE wishes to avoid interference with any Supplies to any person;
 - (i) You breach any provision of the Connection Agreement, including by exceeding the Maximum Import Capacity and failing to respond to notices from NIE requiring You to comply with the Maximum Import Capacity for Your connection, or any Law;
 - (j) there is a Force Majeure Event; or
 - (k) the Connection Agreement on these Standard Connection Terms and Conditions is terminated, and no replacement connection agreement is entered into between You and NIE.
- 10.2 Upon expiry or termination of the Connection Agreement NIE shall be entitled to disconnect any connection equipment provided by NIE on Your Premises and remove it from Your Premises.

11. Liability

- (a) Except in the case of death or personal injury caused by the negligence of the other party:
 - (i) neither Party is liable to the other Party in connection with the Connection Agreement which is on these Standard Connection Terms and Conditions in any circumstances, including where the Party is in breach or has been negligent, for:
 - (1) any special, consequential, indirect, economic, or financial loss (pecuniary or non-pecuniary, and including without limitation loss of revenue, profit or opportunity, wasted expenses, loss of agreement and loss of goodwill);
 - (2) any loss arising from the liability of the other Party to any other person or body howsoever arising and any other loss or damage of any nature whatsoever and howsoever caused; and
 - (ii) each Party shall only be liable in all cases, including where the Party is in breach or has been negligent, for loss or physical damage to the other party's property or physical damage to the property of any third party entitled to claim against that other Party in respect of physical damage caused directly to that third party arising directly from the breach of the Connection Agreement or such negligence and which at the date of the Connection Agreement was reasonably foreseeable as likely to result in the ordinary course of events from such breach or negligence provided that the liability of the party liable shall not exceed an amount per event or related series of events equal to the lesser of:
 - (1) where NIE is the Party liable, a sum equal to the total value of Your connection equipment (being all electrical equipment located at or adjacent to the Connection Point (as defined in the Distribution Code) excluding all out going circuitry and where You are the Party liable, a sum equal to the total value of NIE's connection equipment (being as described above) (in each case as at the date the claim arose); and
 - (2) (A) £1,000,000 where You have a Maximum Import Capacity or a Generator Capacity greater than 1 MVA; (B) £100,000 where You have a Maximum Import Capacity or a Generator Capacity between 70 kVA and 1 MVA; or (C) £10,000 where both Your Maximum Import Capacity and Your Generator Capacity is less than 70 kVA.
- (b) Without prejudice to the rights, powers, duties and obligations created by Laws, all rights or remedies express or implied and provided by common law or statute are excluded from application under the Connection Agreement to the fullest extent permitted by law.
- (c) In consideration of the rights conferred upon You under these Standard Terms and Conditions and the Connection Agreement, including under clause 11(e), Your right to claim in negligence, other tort, or otherwise howsoever against the TSO in respect of any act or omission of the TSO in relation to the subject matter of any Relevant Agreement is hereby excluded and You agree not to pursue any such claim; provided that nothing in this clause 11(c) shall restrict the Your ability to claim against the TSO under any contract to which You and the TSO are (from time to time) a party or in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of the TSO.
- (d) The TSO may rely upon and enforce the terms of clause 11(c) against You. The third party rights of the TSO in this clause 11(d) may only be enforced by the TSO subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act

1999. Notwithstanding any other provision of these Standard Terms and Conditions or the Connection Agreement, these Standard Terms and Conditions and the Connection Agreement may be amended without the consent of any third party and section 2(1) of the Contracts (Rights of Third Parties Act) 1999 shall not apply to these Standard Terms and Conditions or the Connection Agreement.

- (e) Any Relevant Act or Omission which causes physical damage to Your plant, apparatus or other property shall, for the purposes of determining NIE's liability under the Connection Agreement on these Standard Terms and Conditions, constitute an act or omission of NIE in breach of the Connection Agreement provided that the liability of NIE under this Agreement, in respect of such act or omission of the TSO, shall not exceed the monetary cap referred to in clause 11(a).
- (f) For the avoidance of doubt and for the purpose of determining Your liability under the Connection Agreement on these Standard Connection Terms and Conditions, any liability of NIE in respect of any acts of omissions of You in breach of the Connection Agreement that cause physical damage to the property of the TSO, to the TSO under the Transmission Interface Arrangements will be a reasonably foreseeable consequence of a breach of the Connection Agreement by You in respect of which NIE will be entitled to recover damages from You provided that the liability of NIE under this Agreement, in respect of such act or omission of the TSO, shall not exceed the monetary cap referred to in clause 11(a).
- (g) NIE shall obtain from the TSO a waiver in favour of (and enforceable by) You in respect of any claim the TSO may have in negligence, other tort, or otherwise howsoever against You in respect of any act or omission by You in relation to the subject matter of the Connection Agreement or these Standard Terms and Conditions and NIE shall ensure that such waiver includes agreement by the TSO not to pursue such claim; provided that NIE need not obtain the TSO's waiver of any claim the TSO may have against You under any contract to which You and the TSO are (from time to time) party or in respect of fraudulent misrepresentation or death or personal injury resulting from Your negligence.
- (h) We each hold the benefit of these provisions in clause 11 for ourselves and as trustee and agent for our respective officers, employees and agents.
- (i) Each of these sub-clauses of clause 11 shall be construed as a separate and severable term and if one or more is held to be invalid, unlawful or otherwise unenforceable, the other(s) shall continue to apply, and each shall also remain in force notwithstanding termination of the Connection Agreement.

12. Changing the Standard Connection Terms and Conditions and Connection Agreement

The terms of the Connection Agreement will be changed automatically to incorporate any changes that NIE may make to the form of these Standard Connection Terms and Conditions. Changes will be announced on NIE's website and in at least two newspapers published across Northern Ireland.

13. Terminating the Connection Agreement

- (a) The Connection Agreement with You will immediately be terminated when any one or more of the following occurs:
 - (i) You permanently stop having a Supply of electricity delivered to Your connection;
 - (ii) You no longer either own or occupy the Premises at which that connection is situated;
 - (iii) Your Supply Agreement with the Supplier acting as agent of NIE for the purposes of entering into the Connection Agreement with You on these Standard Connection Terms and Conditions expires or is terminated for any reason; or
 - (iv) a ground for disconnecting or de-energising the Supply to Your Premises under clause 10 persists unabated for 1 month and NIE notifies You of the termination.
- (b) Termination of the Connection Agreement will not affect any of the rights or claims that either Party has under the Connection Agreement or otherwise and any such rights or claims will survive termination of the Connection Agreement.
- (c) For the avoidance of doubt, the Connection Agreement will terminate when You change Your Supplier and will be replaced by a new Connection Agreement entered into through Your new Supplier.

14. Transferring the Connection Agreement

You are not entitled to transfer the Connection Agreement between Yourself and NIE to another person without NIE's consent.

15. Providing information

You must provide NIE with any information NIE requests in relation to the nature, or use by You, of electrical equipment on Your Premises. NIE will only ask for information that it needs in relation to the Connection Agreement or by reason of Law or other arrangements applying to NIE in relation to NIE's licensed activities.

16. Entire agreement

- (a) The Connection Agreement which is on these Standard Connection Terms and Conditions and any other documents to which it refers as relating to the relationship between us, constitute the entire agreement between You and NIE in relation to the connection of Your Premises to the Distribution System. All terms, conditions, warranties, undertakings, inducements and representations whether express or implied, statutory or otherwise, are excluded, except where such rights cannot be excluded and in the case of fraudulent misrepresentation.
- (b) If any provision of the Connection Agreement which is on these Standard Connection Terms and Conditions is or becomes declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the Commission of the European Union or by order of the Secretary of State such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Connection Agreement which shall continue in full force and effect.

17. Governing law

The laws of Northern Ireland govern the Connection Agreement and the Parties submit to the jurisdiction of the Courts of Northern Ireland.

18. Contacting each other

You should contact NIE directly if You require any additional information with regard to these Standard Connection Terms and Conditions or the Connection Agreement or the connection to Your Premises. NIE may wish to contact You about the Connection Agreement or Your connection, and to enable NIE to do that, You authorise Your Supplier to give NIE Your contact details. (2103/51)

Other Notices



Department of Agriculture and Rural Development

THE EXPORT RESTRICTIONS (FOOT-AND-MOUTH DISEASE) (AMENDMENT No. 3) REGULATIONS (NORTHERN IRELAND) 2007

The Department of Agriculture and Rural Development has made a Statutory Rule entitled The Export Restrictions (Foot-and-Mouth Disease) (Amendment No. 3) Regulations (Northern Ireland) 2007 (S.R. 2007 No. 441)

The Rule will come into operation on 24th October 2007.

Copies of the Rule may be purchased at an early date from The Stationery Office Bookshop, 16 Arthur Street, Belfast, BT1 4GD. (2301/33)

Department of Agriculture and Rural Development

THE PLANT HEALTH (PHYTOPHTHORA RAMORUM) (AMENDMENT) ORDER (NORTHERN IRELAND) 2007.

The Department of Agriculture and Rural Development, in exercise of the powers conferred on it by section 3(1) of the Plant Health Act (Northern Ireland) 1967, has made a Statutory Rule entitled The Plant Health (Phytophthora Ramorum) (Amendment) Order (Northern Ireland) 2007.

These Regulations were made on 24th October 2007 and will come into operation on 31st January 2008. Copies of the Statutory Rule, S.R. 2007 No. 447 are available from the Stationery Office Bookshop, 16 Arthur Street, Belfast BT1 4GD. (2301/50)

Department for Employment and Learning

THE STUDENT FEES (AMOUNTS) (AMENDMENT) REGULATIONS (NORTHERN IRELAND) 2007

Notice is hereby given that the Department for Employment and Learning in exercise of the powers conferred by Articles 4(8) and 14(4) of the Higher Education (Northern Ireland) Order 2005 has made a Statutory Rule entitled "The Student Fees (Amounts) (Amendment) Regulations (Northern Ireland) 2007"

These Regulations amend the Student Fees (Amounts) (Amendment) Regulations (Northern Ireland) 2006 by increasing the basic and higher amounts prescribed in those regulations. Regulation 3 of those regulations sets out the basic and higher amounts which ordinarily apply. Regulation 4 of those regulations sets out lower basic and higher fee amounts which apply in respect of an academic year of specified courses. Copies of the regulations may be purchased at an early date from the Stationery Office Bookshop, 16 Arthur Street, Belfast. BT1 4GD. (2301/31)

Department of Enterprise, Trade and Investment

ENERGY

SUSTAINABLE ENERGY

Notice is hereby given that the Department of Enterprise, Trade and Investment, in exercise of powers under Articles 52 to 55 and 66(3) of the Energy (Northern Ireland) Order 2003, has made a Statutory Rule entitled "**The Renewables Obligation (Amendment) Order (Northern Ireland) 2007**". The rule, which was approved by affirmative resolution of the Assembly on 15th October 2007 amends the Renewables Obligation Order (Northern Ireland) 2007 to provide for the continued effectiveness of the Renewables Obligation (NIRO) after the introduction of the Single Electricity Market arrangements for the island of Ireland. Specifically, it allows renewable generators that sell their output into the all-island wholesale market to regard that electricity as being supplied to customers in Northern Ireland where they have entered into an appropriate bilateral arrangement with a Northern Ireland supplier. The Rule will come into operation on 1 November 2007 which is the effective date for the new Single Electricity Market arrangements.

Copies of the Rule will be available for purchase in due course from the Stationery Office Bookshop, 16 Arthur Street, Belfast BT1 4GD. (2301/30)

Department of the Environment

THE MOTOR VEHICLES (DRIVING LICENCES) (FEES) (AMENDMENT) REGULATIONS (NORTHERN IRELAND) 2007

The Department of the Environment has made a Statutory Rule entitled The Motor Vehicles (Driving Licences) (Fees) (Amendment) Regulations (Northern Ireland) 2007 (S.R. 2007 No. 435)

These Regulations, which come into operation on 22nd November 2007, amend fees in respect of driving licences in order to mirror the equivalent fees set in Great Britain. (2301/28)

Department of Health, Social Services and Public Safety

THE CONTAMINANTS IN FOOD (AMENDMENT) REGULATIONS (NORTHERN IRELAND) 2007

Notice is hereby given that the Department of Health, Social Services and Public Safety in exercise of the powers conferred on it by 15(1)(a), 16(2) and 47(2) of the Food Safety (Northern Ireland) Order 1991.

The Contaminants in Food (Amendment) Regulations (Northern Ireland) 2007

The Regulations will come into operation on 23 November 2007. Copies of these Regulations may be purchased from the Stationery Office Bookshop, 16 Arthur Street, Belfast BT1 4GD in due course. (2301/32)

Corporate Insolvency



Members' Voluntary Winding-Up Resolution for Winding-Up

INSOLVENCY (NI) ORDER 1989

AIB INVESTMENT MANAGERS (N.I.) LIMITED

Passed 15th October 2007

At an **Extraordinary General Meeting** of above named Company duly convened and held at AIB International Centre, IFSC, Dublin on 15th October 2007 the subjoined Special Resolution was duly passed, viz:

Resolution

That the company be wound up voluntarily and Michael Jennings FCA and Brian Murphy ACA of Messrs. BDO Stoy Hayward, Lindsay House, 10 Callender Street, Belfast be and are hereby appointed Joint Liquidators for the purposes of such winding-up.

By order of the Board

Mr. Hugh O'Donnell, Chairman of Meeting (2431/77)

INSOLVENCY (NI) ORDER 1989

AIB TRUST COMPANY (N.I.) LIMITED

Passed 15th October 2007

At an **Extraordinary General Meeting** of above named Company duly convened and held at AIB International Centre, IFSC, Dublin on 15th October 2007 the subjoined Special Resolution was duly passed, viz:

Resolution

That the company be wound-up voluntarily and Michael Jennings FCA and Brian Murphy ACA of Messrs. BDO Stoy Hayward, Lindsay House, 10 Callender Street, Belfast be and are hereby appointed Joint Liquidators for the purposes of such winding-up.

By order of the Board

Mr. Hugh O'Donnell, Chairman of Meeting (2431/74)

INSOLVENCY (NI) ORDER 1989

D. T. LOWRY ESTATES LIMITED

Company Number NI 007531

At an Extraordinary General Meeting of the members of the above company duly convened and held at 7 West Bank Road, Belfast, BT3 9JL on 11 October 2007, the following Special Resolution was duly passed:

1. That the company be wound up voluntarily as a Members Voluntary Winding-up.
2. That Mr. Keith C. E. Cowan of CMG Solicitors, 20 May Street, Belfast, BT1 4NL be and is hereby appointed Liquidator of the Company.

By order of the Board

Mrs. Phyllis Campbell, Director
24 October 2007 (2431/44)

INSOLVENCY (NI) ORDER 1989

KILLEEN DEVELOPMENT LIMITED

Company Number NI 014299

At an Extraordinary General Meeting of the members of the above company duly convened and held at 7 West Bank Road, Belfast, BT3 9JL on 12 October 2007, the following Special Resolution was duly passed:

1. That the company be wound up voluntarily as a Members' Voluntary Winding-up.
2. That Mr. Keith C. E. Cowan of CMG Solicitors, 20 May Street,

Belfast, BT1 4NL be and is hereby appointed Liquidator of the Company.

By order of the Board

Mrs. Phyllis Campbell, Director
24 October 2007 (2431/47)

Appointment of Liquidators

Pursuant to Article 95 of the Insolvency (Northern Ireland) Order 1989

Company Number: **NI 018670**

Name of Company: **AIB INVESTMENT MANAGERS (N.I.) LIMITED**

Nature of Business: **Investment Management**

Type of Liquidation: Members' Voluntary Liquidation

Address of Registered Office: c/o BDO Stoy Hayward, Lindsay House, 10 Callender Street, Belfast, BT1 5BN

Liquidator's name(s) and address(es): Michael Jennings, BDO Stoy Hayward, Lindsay House, 10 Callender Street, Belfast, BT1 5BN. Brian Murphy, BDO Stoy Hayward, Lindsay House, 10 Callender Street, Belfast, BT1 5BN

Date of Appointment: 15 October 2007

By whom appointed: Hugh O'Donnell and Martina Dolan (2432/76)

Pursuant to Article 95 of the Insolvency (Northern Ireland) Order 1989

Company Number: **NI 007596**

Name of Company: **AIB TRUST COMPANY (N.I.) LIMITED**

Nature of Business: **Trust**

Type of Liquidation: Members' Voluntary Liquidation

Address of Registered Office: c/o BDO Stoy Hayward, Lindsay House, 10 Callender Street, Belfast, BT1 5BN

Liquidator's name(s) and address(es): Michael Jennings, BDO Stoy Hayward, Lindsay House, 10 Callender Street, Belfast, BT1 5BN. Brian Murphy, BDO Stoy Hayward, Lindsay House, 10 Callender Street, Belfast, BT1 5BN

Date of Appointment: 15 October 2007

By whom appointed: Hugh O'Donnell and Martina Dolan (2432/73)

Pursuant to Article 95 of the Insolvency (Northern Ireland) Order 1989

Company Number: NI 007531

Name of Company: **D. T. LOWRY ESTATES LIMITED**

Nature of Business: Building Manufacturers and Suppliers

Type of Liquidation: Members

Address of Registered Office: 7 West Bank Road, Belfast Harbour Industrial Estate, Belfast, BT3 9JL

Liquidator's name and address: Keith C. E. Cowan, CMG Solicitors, 20 May Street, Belfast, BT1 4NL

Office Holder Number: NI 10125

Date of Appointment: 11 October 2007

By whom appointed: Members (2432/42)

Pursuant to Article 95 of the Insolvency (Northern Ireland) Order 1989

Company Number: NI 014299

Name of Company: **KILLEEN DEVELOPMENT LIMITED**

Nature of Business: Property Development

Type of Liquidation: Members

Address of Registered Office: 12 Meadow Park, Crawfordsburn, Bangor Liquidator's name and address: Keith C. E. Cowan, CMG Solicitors, 20 May Street, Belfast, BT1 4NL

Office Holder Number: NI 10215

Date of Appointment: 12 October 2007

By whom appointed: Members (2432/45)

Notice to Creditors

In the Matter of

AIB INVESTMENT MANAGERS (N.I.) LIMITED

(In Members' Voluntary Liquidation)

And in the Matter of

THE INSOLVENCY RULES (NI) 1991

Notice is hereby given that we, Michael Jennings FCA and Brian Murphy ACA, Licensed Insolvency Practitioners of BDO Stoy Hayward, Lindsay

House, 10 Callender Street, Belfast, BT1 5BN were appointed Joint Liquidators of the above Company following an Extraordinary General Meeting of the Company on 15 October 2007.

The Joint Liquidators give notice pursuant to Rule 4.192 of the Insolvency Rules (Northern Ireland) 1991 that the creditors of the Company must send details in writing of any claim against the Company to the Joint Liquidators at the above address by Monday 26 November 2007. The Joint Liquidators also give notice under the provision of Rule 4.192(6) that they intend to make a distribution to creditors who have submitted claims by 26 November 2007, otherwise, a distribution will be made without regard to the claim of any person in respect of a debt not already proved. No further public advertisement of invitation to prove debts will be given.

It should be noted that the Directors of the Company have made a Statutory Declaration that they have made a full enquiry into the affairs of the company and that they are of the opinion that the company will be able to pay its debts in full within a period of twelve months from the commencement of the winding-up.

Dated 24 October 2007

Michael Jennings FCA, Joint Liquidator (2433/78)

In the Matter of

AIB TRUST COMPANY (N.I.) LIMITED
(In Members' Voluntary Liquidation)

And in the Matter of

THE INSOLVENCY RULES (NI) 1991

Notice is hereby given that we, Michael Jennings FCA and Brian Murphy ACA, Licensed Insolvency Practitioners of BDO Stoy Hayward, Lindsay House, 10 Callender Street, Belfast, BT1 5BN were appointed Joint Liquidators of the above Company following an Extraordinary General Meeting of the Company on 15 October 2007.

The Joint Liquidators give notice pursuant to Rule 4.192 of the Insolvency Rules (Northern Ireland) 1991 that the creditors of the Company must send details in writing of any claim against the Company to the Joint Liquidators at the above address by Monday 26 November 2007. The Joint Liquidators also give notice under the provision of Rule 4.192(6) that they intend to make a distribution to creditors who have submitted claims by 26 November 2007, otherwise, a distribution will be made without regard to the claim of any person in respect of a debt not already proved. No further public advertisement of invitation to prove debts will be given.

It should be noted that the Directors of the Company have made a Statutory Declaration that they have made a full enquiry into the affairs of the company and that they are of the opinion that the company will be able to pay its debts in full within a period of twelve months from the commencement of the winding-up.

Dated 24 October 2007

Michael Jennings FCA, Joint Liquidator (2433/75)

In the Matter of

D. T. LOWRY ESTATES LIMITED
(In Members' Voluntary Liquidation)

Company Number NI 007531

And in the Matter of

THE INSOLVENCY RULES (NI) 1991

On 11 October 2007 the company was placed in Members' Voluntary Liquidation and Keith C. E. Cowan of CMG Solicitors, 20 May Street, Belfast, BT1 4NL was appointed liquidator by the members.

The Liquidator gives notice pursuant to Rule 4.079 of the Insolvency Rules (Northern Ireland) 1991 that the creditors of the company must send details, in writing, of any claim against the company to the Liquidator at the above address by 28 November 2007 which is the last day for proving claims. The Liquidator also gives notice that he will then make a final distribution to creditors and that a creditor who does not make a claim by the date mentioned will not be included in the distribution.

THE COMPANY IS SOLVENT AND ALL KNOWN CREDITORS HAVE BEEN OR WILL BE PAID IN FULL.

Dated 24 October 2007

K. Cowan, Liquidator (2433/43)

In the Matter of

KILLEEN DEVELOPMENT LIMITED
(In Members' Voluntary Liquidation)

Company Number NI 014299

And in the Matter of

THE INSOLVENCY RULES (NI) 1991

On 12 October 2007 the company was placed in Members' Voluntary Liquidation and Keith C. E. Cowan of CMG Solicitors, 20 May Street, Belfast, BT1 4NL was appointed liquidator by the members.

The Liquidator gives notice pursuant to Rule 4.079 of the Insolvency Rules (Northern Ireland) 1991 that the creditors of the company must send details, in writing, of any claim against the company to the Liquidator at the above address by 28 November 2007 which is the last day for proving claims. The Liquidator also gives notice that he will then make a final distribution to creditors and that a creditor who does not make a claim by the date mentioned will not be included in the distribution.

THE COMPANY IS SOLVENT AND ALL KNOWN CREDITORS HAVE BEEN OR WILL BE PAID IN FULL.

Dated 24 October 2007

K. Cowan, Liquidator (2433/46)

Creditors' Voluntary Winding-Up Meetings of Creditors

In the Matter of

THE INSOLVENCY (NI) ORDER 1989

and

PLASTIC RECYCLING SOLUTIONS NORTHERN IRELAND LIMITED

NI 45216

Notice is hereby given, pursuant to Article 84 of the Insolvency (Northern Ireland) Order 1989 that a **meeting of the creditors** of the above-named company will be held at the offices of PricewaterhouseCoopers LLP, Waterfront Plaza, 8 Laganbank Road, Belfast, BT1 3LR, on Tuesday 6th November 2007 at 11:00 a.m. for the purposes mentioned in Article 85 to 87 of the said Order.

A list of the names and addresses of the company's creditors may be inspected free of charge at PricewaterhouseCoopers LLP, Waterfront Plaza, 8 Laganbank Road, Belfast, BT1 3LR, between 10.00 am and 4.00 pm on Friday 2nd November 2007 and on Monday 5th November 2007.

Creditors wishing to vote at the meeting must (unless they are individual creditors attending in person) lodge their proxies at the offices of PricewaterhouseCoopers LLP, Business Recovery Services, Waterfront Plaza, 8 Laganbank Road, Belfast, BT1 3LR no later than 12 noon on Monday 5th November 2007.

Dated 24 October 2007

By Order of the Board

Mary Morrison, Director (2442/70)

Final Meeting

In the Matter of

THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

And in the Matter of

G. KINNARD COMPANY LIMITED
(In Liquidation)

Noice is hereby given that the final meetings of members and creditors of G. Kinnard Company Limited will be held at the offices of Grant Thornton UK LLP 43 Queen Square, Bristol, BS1 4QR on Friday 28 November 2007 at 10.00 a.m. and 10.15 a.m. respectively, for the purposes of receiving an account laid before them by the liquidator (pursuant to Article 92 of the Insolvency (NI) Order 1989), showing the manner in which the winding-up of the company has been conducted and the property of the company disposed of and of hearing any explanation that may be given by the Liquidator.

A member or creditor entitled to attend and vote at the above meetings may appoint a proxy to attend and vote in his place. It is not necessary for the proxy to be a member or creditor. Proxy forms must be returned to the offices of Grant Thornton UK LLP, 43 Queen Square, Bristol, BS1 4QR by no later than 12.00 noon 27 November 2007.

Dated this 22 day of February 2007

Mark Allen, Liquidator

(2445/29)

Winding-Up By The Court *Petitions to Wind-Up (Companies)*

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND
CHANCERY DIVISION (COMPANIES WINDING UP)

2007 No. 93935

In the Matter of

BALLISTIC SOLUTIONS LTD

And in the Matter of

THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

A petition to wind up the above-named company of 3 Wellington Park, Belfast, BT9 6DJ presented on 30 August 2007 by the Commissioners of Her Majesty's Revenue & Customs of 100 Parliament Street, London, SW1A 2BQ claiming to be a creditor of the company will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE.

Date: Thursday, 8th November 2007

Time: 10.00 hours (or as soon thereafter as the petition can be heard)

Any person intending to appear on the hearing of the petition (whether to support or oppose it) must give notice of intention to do so to the petitioners or their solicitor in accordance with Rule 4.016 by 16.00 hours on 7th November 2007.

The petitioner's solicitor is: *J. H. Conn*, Crown Solicitor for Northern Ireland, Crown Solicitor's Office, Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE

Dated: 26th October 2007

(2450/83)

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND
CHANCERY DIVISION (COMPANIES WINDING UP)

2007 No. 93914

In the Matter of

EURO DOORS LTD

And in the Matter of

THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

A petition to wind up the above-named company of Unit 61, Dunlop Business Park, Balloo Drive, Bangor, County Down, BT19 7QY presented on 30 August 2007 by the Commissioners of Her Majesty's Revenue & Customs of 100 Parliament Street, London, SW1A 2BQ claiming to be a creditor of the company will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE.

Date: Thursday, 8th November 2007

Time: 10.00 hours (or as soon thereafter as the petition can be heard)

Any person intending to appear on the hearing of the petition (whether to support or oppose it) must give notice of intention to do so to the petitioners or their solicitor in accordance with Rule 4.016 by 16.00 hours on 7th November 2007.

The petitioner's solicitor is: *J. H. Conn*, Crown Solicitor for Northern Ireland, Crown Solicitor's Office, Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE

Dated: 26th October 2007

(2450/81)

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND
CHANCERY DIVISION (COMPANIES WINDING UP)

2007 No. 105074

In the Matter of

J. K. ROOFING (N.I.) LIMITED

And in the Matter of

THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

A petition to wind up the above company of 39 Scribe Road, Bellaghy, BT45 8HL presented on 27th September 2007 by Haldane Fisher Limited

of Shepherd's Way, Carbane, Newry, Co. Down claiming to be a creditor will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JF.

Date: Thursday, 8th November 2007

Time: 10.00 hours (or as soon thereafter as the petition can be heard)

Any person intending to appear on the hearing of the petition (whether to support or oppose it) must give notice of intention to do so to the petitioners or their solicitor in accordance with Rule 4.016 by 16.00 hours on 7th November 2007.

The petitioner's solicitor is: *McAlinden & Rafferty*, 127 Falls Road, Belfast, BT12 6AD

Dated: 24th October 2007

(2450/79)

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND
CHANCERY DIVISION (COMPANIES WINDING UP)

2007 No. 93926

In the Matter of

MERLIN TRANSPORT (NI) LIMITED

And in the Matter of

THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

A petition to wind up the above-named company of 82 Oughtagh Road, Listress, Londonderry, BT47 3HD presented on 30 August 2007 by the Commissioners of Her Majesty's Revenue & Customs of 100 Parliament Street, London, SW1A 2BQ claiming to be a creditor of the company will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE.

Date: Thursday, 8th November 2007

Time: 10.00 hours (or as soon thereafter as the petition can be heard)

Any person intending to appear on the hearing of the petition (whether to support or oppose it) must give notice of intention to do so to the petitioners or their solicitor in accordance with Rule 4.016 by 16.00 hours on 7th November 2007.

The petitioner's solicitor is: *J. H. Conn*, Crown Solicitor for Northern Ireland, Crown Solicitor's Office, Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE

Dated: 26th October 2007

(2450/82)

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND
CHANCERY DIVISION (COMPANIES WINDING UP)

2007 No. 95809

In the Matter of

PREMIER SKIN CARE UK LIMITED

And in the Matter of

THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

A petition to wind up the above-named company of 73 Strangford Heights, Newtownards, County Down, BT23 8ND presented on 4 September 2007 by the Commissioners of Her Majesty's Revenue & Customs of 100 Parliament Street, London, SW1A 2BQ claiming to be a creditor of the company will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE.

Date: Thursday, 8th November 2007

Time: 10.00 hours (or as soon thereafter as the petition can be heard)

Any person intending to appear on the hearing of the petition (whether to support or oppose it) must give notice of intention to do so to the petitioners or their solicitor in accordance with Rule 4.016 by 16.00 hours on 7th November 2007.

The petitioner's solicitor is: *J. H. Conn*, Crown Solicitor for Northern Ireland, Crown Solicitor's Office, Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE

Dated: 26th October 2007

(2450/84)

Winding-Up Order

THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

AIRGATE ENGINEERING LTD

By Order dated 18/10/2007, the above-named company (registered office at Derryvale Industrial Estate Farlough Road, Dungannon, BT71 4DU)

was ordered to be wound up by the High Court of Justice in Northern Ireland.

Commencement of winding up, 06/09/2007

Official Receiver (2452/52)

THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

QUE PARKING LTD

By Order dated 18/10/2007, the above-named company (registered office at Thomas House 14-16 James Street South, Belfast, BT2 7GA) was ordered to be wound up by the High Court of Justice in Northern Ireland.

Commencement of winding up, 04/09/2007

Official Receiver (2452/53)

Winding-Up by the Court Final Meetings

In the Matter of

BLACKSTAFF CONSTRUCTION LIMITED

In Liquidation

And in the Matter of

THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

Notice is hereby given that the final meeting of creditors of Blackstaff Construction Limited will be held at the offices of Grant Thornton UK LLP, 43 Queen Square, Bristol, BS1 4QR on Thursday 22 November 2007 at 10.00 a.m. to receive the liquidator's report of the winding up and to determine whether the liquidator should have his release.

A creditor entitled to attend and vote at the meeting may appoint a proxy to attend and vote in his place. Proxy forms must be returned to the offices of Grant Thornton UK LLP, 43 Queen Square, Bristol, BS1 4QR by no later than 12.00 noon on 21st November 2007.

Dated this 17th day of October 2007

Mark Allen, Liquidator (2458/16)

In the Matter of

J & J IRELAND LIMITED

In Liquidation

And in the Matter of

THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

Notice is hereby given that the final meeting of creditors of J & J Ireland Limited will be held at the offices of Moore Stephens on Tuesday 27 November 2007 at 11.00 a.m., for the purpose of having an account laid before them by the liquidator (pursuant to Article 124 of the Insolvency (Northern Ireland) Order 1989), showing the manner in which the winding-up of the company has been conducted and the property of the company disposed of and of hearing any explanation that may be given by the liquidator.

A creditor entitled to attend and vote at the meeting may appoint a proxy to attend and vote in his place. It is not necessary for the proxy to be a creditor. Proxy forms must be returned to the offices of Moore Stephens, Donegall House, 7 Donegall Square North, Belfast, BT1 5GB not later than 12.00 noon on 26th November 2007.

Dated this 26 day of October 2007

D. W. J. McClean, Liquidator (2458/20)

Personal Insolvency



Bankruptcy Orders

BURNS, Wayne, Joiner, 51 Abbot Gardens, Newtownards, BT23 8UL, and lately at 28 Moyne Gardens, Newtownards, BT23 8NJ. Date of Bankruptcy Order—18th October 2007. Date of Presentation of Petition—9th October 2007. Whether Debtor's Petition or Petition other than Debtor's—Debtor's. (2503/61)

CAIN, Damian, Educational Consultant, 23 Clonavon Avenue, Portadown, Craigavon, BT62 3AB. Date of Bankruptcy Order—19th October 2007. Date of Presentation of Petition—22nd June 2007. Whether Debtor's Petition or Petition other than Debtor's—Creditor's. (2503/67)

CRAWFORD, Paul, Glazier, residing and trading at 4 Catalina Gardens, Newtownards, BT23 4RT. Date of Bankruptcy Order—16th October 2007. Date of Presentation of Petition—18th May 2007. Whether Debtor's Petition or Petition other than Debtor's—Creditor's. (2503/55)

DIAMOND, Angela Mary, Unemployed, 44 Tirkane Road, Maghera, BT46 5AG, and lately at 17 Sunnyside Drive, Maghera, BT46 5BJ. Date of Bankruptcy Order—18th October 2007. Date of Presentation of Petition—10th October 2007. Whether Debtor's Petition or Petition other than Debtor's—Debtor's. (2503/60)

DIAMOND, Colm Francis, Unemployed, 44 Tirkane Road, Maghera, BT46 5AG, and lately at 17 Sunnyside Drive, Maghera, BT46 5BJ. Date of Bankruptcy Order—18th October 2007. Date of Presentation of Petition—10th October 2007. Whether Debtor's Petition or Petition other than Debtor's—Debtor's. (2503/58)

DORRIAN, Fergal P., Businessman, c/o 4 Dunvale Park, Londonderry, BT48 0AU. Date of Bankruptcy Order—19th October 2007. Date of Presentation of Petition—12th June 2007. Whether Debtor's Petition or Petition other than Debtor's—Creditor's. (2503/64)

McALEER, Damian, Subcontractor, 73 Deverney Road, Omagh BT79 0NA and 5 St Georges Harbour, Belfast, BT1 3SG. Date of Bankruptcy Order—19th October 2007. Date of Presentation of Petition—25th June 2007. Whether Debtor's Petition or Petition other than Debtor's—Creditor's. (2503/66)

McBRIDE, David, Taxi Driver T/A McBride Taxis, residing and trading at 1 Glenshesk Park, Bangor, BT20 4US. Date of Bankruptcy Order—19th October 2007. Date of Presentation of Petition—13th August 2007. Whether Debtor's Petition or Petition other than Debtor's—Creditor's. (2503/65)

McCABE, Connor B., Former Cafe Owner, 44 Beaumont Drive, Bangor, BT19 6WH. Date of Bankruptcy Order—17th October 2007. Date of Presentation of Petition—31st August 2007. Whether Debtor's Petition or Petition other than Debtor's—Creditor's. (2503/56)

McGRANAGHAN, Martin, Unknown, 24 Northland Crescent, Londonderry, BT48 7JU. Date of Bankruptcy Order—19th October 2007. Date of Presentation of Petition—13th June 2007. Whether Debtor's Petition or Petition other than Debtor's—Creditor's. (2503/62)

McLARNON, Ciaran, Unknown, 4 Loughmagarry Road, Ballymena, BT43 6TW. Date of Bankruptcy Order—19th October 2007. Date of Presentation of Petition—5th June 2007. Whether Debtor's Petition or Petition other than Debtor's—Creditor's. (2503/68)

McMULLAN-BURNS, Cheryl, Housewife, 51 Abbot Gardens, Newtownards, BT23 8UL, and lately at 28 Moyne Gardens, Newtownards, BT23 8NJ. Date of Bankruptcy Order—18th October 2007. Date of Presentation of Petition—9th October 2007. Whether Debtor's Petition or Petition other than Debtor's—Debtor's. (2503/59)

RODDY, Jacqueline D., Unknown, 84 Ballygowan Road, Belfast, BT5 7TP, and formerly at 115 Killyleagh Road, Killinchy, Newtownards, BT23 6TR. Date of Bankruptcy Order—19th October 2007. Date of Presentation of Petition—10th September 2007. Whether Debtor's Petition or Petition other than Debtor's—Creditor's. (2503/63)

SLOAN, Thomas, Unknown, 6 Carnroe Drive, Greenisland, Carrickfergus, BT38 8XF. Date of Bankruptcy Order—19th October 2007. Date of Presentation of Petition—10th September 2007. Whether Debtor's Petition or Petition other than Debtor's—Creditor's. (2503/69)

SMYTH, Anthony, Labourer, 78 Dunvale, Ballymena, BT43 6NY. Date of Bankruptcy Order—15th October 2007. Date of Presentation of Petition—5th September 2007. Whether Debtor's Petition or Petition other than Debtor's—Creditor's. (2503/54)

THOMPSON, David, Unknown, 96 Forthriver Park, Belfast, BT13 3UZ. Date of Bankruptcy Order—18th October 2007. Date of Presentation of Petition—11th October 2007. Whether Debtor's Petition or Petition other than Debtor's—Debtor's. (2503/57)

Companies & Financial Regulation



Companies Restored to the Register

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND
CHANCERY DIVISION (COMPANIES)

In the Matter of

KEMARK No. 2 LIMITED

And in the Matter of

THE COMPANIES (NORTHERN IRELAND) ORDER 1986

Notice is hereby given that by an Order made on 6th September 2007 upon the application by originating summons filed on 3rd July 2007 of the above-named KEYMARK No. 2 LIMITED (hereinafter called "the company") upon reading the evidence, and upon hearing the Solicitor for the Applicants and the Solicitor for the Respondents, and the Applicants by their Solicitor's undertaking within seven days of receiving a demand for payment from the Registrar of Companies to pay to the Registrar of Companies the costs of inserting the notice of restoration in the Belfast Gazette and there being no opposition on behalf of Her Majesty or the Registrar of Companies to the relief sought by the originating summons, it is ordered that—

1. the name of the above-named KEMARK No. 2 LIMITED be restored to the Registrar of Companies;
2. the Applicant to deliver an office copy of this Order to the Registrar of Companies within seven days of the Order being filed;
3. the Registrar of Companies do advertise the Order in his official name in the Belfast Gazette.

Frances Brown, For Registrar of Companies for Northern Ireland (2600/71)

Companies Removed from the Register

Department of Enterprise, Trade and Investment

COMPANIES (NORTHERN IRELAND) ORDER 1986

Notice is hereby given pursuant to Article 603 (3) of the Companies (Northern Ireland) Order 1986, that at the expiration of 3 months from the date of this notice the names of the undermentioned companies will, unless cause is shown to the contrary, be struck-off the register and the companies will be dissolved.

A & M (2002) Ltd
AA1 Construction Limited
Alex Hamilton Construction Ltd
Barnes Pharmacy Limited
Biomechanical Solutions Limited
Buy to Let Property Solutions Ltd
Cairns Hill Nominees (No. 1) Limited
Carnkenny Ltd
Countrywide Estates Property Management Limited
Devine Motorstores Limited
Dick & Co. (Belfast) Limited
Essex Construction (NI) Limited
Galaway Management Limited
Geological Consultants (Ireland) Limited
Greateak Developments Limited
Impressive Automatics Ltd
Intek (N.I.) Limited
J. H. White, Chemists, Limited
Jensen & Sons Limited
Kelly Computer Consultants Limited
Kleanbright Limited

Laganash Nominees Ltd
Landril Developments Limited
Larne Paper Products Limited
Limetree Agencies Limited
Nicholl Engineering
Oliver Plunkett Education & Leisure Scheme Limited
R. J. Logan Limited
Reform Nationwide Limited
RTS Recycling Limited
Sion Mills Development Group Limited
The Name Shops Ltd
Townley Brothers Limited
Trade & Industry Publications Limited
Villas Costa Blanca Limited
Wang Property Management Limited

Geraldine Gough, for the Registrar of Companies for Northern Ireland (2609/48)

Petitions to Transfer Business

IN THE HIGH COURT OF JUSTICE (CHANCERY DIVISION)
COMPANIES COURT

Claim No. 7517/07 of 2007

In the matter of

ST. PAUL REINSURANCE COMPANY LIMITED

and

ST. PAUL TRAVELERS INSURANCE COMPANY LIMITED

and

In the Matter of

UNIONAMERICA INSURANCE COMPANY LIMITED

and

THE FINANCIAL SERVICES AND MARKETS ACT 2000

NOTICE IS HEREBY GIVEN that St. Paul Reinsurance Company Limited ("SPRe"), St. Paul Travelers Insurance Company Limited ("STIC") and Unionamerica Insurance Company Limited ("UIC") presented an application to the High Court of England and Wales (the "Application") pursuant to Part VII of the Financial Services and Markets Act 2000 for an order sanctioning the transfer (the "Transfer") to UIC of (i) all of the insurance/reinsurance and retrocession business carried on by SPRe as insurer/reinsurer or retrocessionaire, and (ii) the London market insurance/reinsurance and retrocession business carried on by STIC as insurer/reinsurer or retrocessionaire before 1 January 1994 (other than certain intra-group reinsurances) including business written under the St. Katherine name, such transferring business together known as the "Transferring Business".

A copy of the report (the "Report") prepared by an independent expert, Michael Barkham, a Fellow of the Institute of Actuaries, of Ernst & Young LLP on the effects of the Transfer on the policyholders of SPRe, STIC and UIC, and a copy of a statement setting out the terms of the Transfer and a summary of the Report (the "Summary") will be available on www.unionamericainsurancecompany.com. These documents will also be made available free of charge to anyone requesting such copies from the date of publication of this notice until the date on which the Transfer will be heard before the Court by contacting St. Paul Travelers Special Services Limited ("STSSL") in writing at 23-27 Alie Street, London, E1 8DS (for the attention of the Part VII Team) or by email on partvii@spt.com.

All claims in relation to the Transferring Business are currently being dealt with by STSSL on behalf of SPRe and/or STIC and will, after the proposed transfer, continue to be handled by STSSL on behalf of UIC in the same manner. Future claims arising under the policies included in the Transferring Business will be similarly dealt with by STSSL on behalf of UIC. The proposed transfer will secure the continuation by or against UIC of any legal proceedings commenced by or against SPRe and/or STIC that relate to rights and obligations in respect of the Transferring Business.

The Application is directed to be heard before a Judge of the Chancery Division at the Royal Courts of Justice, Strand, London WC2A 2LL on or about 13 December 2007 and any person, including any employee of UIC, SPRe or STIC, who claims to be adversely affected by the Transfer may appear at the time of the hearing in person or by Counsel and/or by making written representations. Any person who intends so to appear, and any person who dissents from the Transfer but does not intend so to appear, is requested to give not less than five clear business days'

notice prior to the hearing date in writing of such intention or dissent, and the reasons relating thereto, to the Solicitors named below.

Norton Rose LLP of 3 More London Riverside, London SE1 2AQ
 uapartvii@nortonrose.com

Solicitors to SPRe, STIC and UIC (Reference RAXH/LN05792)
 (2614/49)

Personal Legal



Changes of Name

Amanda Marie Kerr

CHANGE OF NAME BY DEED POLL ENROLLED IN CENTRAL OFFICE

Notice is hereby given that by a Deed Poll dated the 22nd day of June 2007 and enrolled in the Supreme Court of Judicature on the 12th day of October 2007 Amanda Marie Kerr of 4 Crawfordsburn Drive, Maghera in the County of Londonderry as person having parental responsibility on behalf of Pdraig James Norton a child, single and a Commonwealth citizen abandoned the surname of Kerr and assumed in lieu thereof the surname of Norton.

Dated this 23rd day of October 2007

Signed: *James O'Brien & Co.*, Solicitors, 15 Broad Street, Magherafelt, Co. Londonderry, BT45 6EB. Tel. No: 028 79 300577

Solicitors for the said Amanda Marie Kerr. (2901/35)

Deceased Estates

Ellen Hendron

IN THE ESTATE OF ELLEN HENDRON, DECEASED, LATE OF MELMOUNT MANOR NURSING HOME, 1 ORCHARD ROAD, STRABANE AND FORMERLY OF 34 CHURCH SQUARE, SION MILLS, STRABANE, IN THE COUNTY OF TYRONE.

Notice is hereby given pursuant to Section 28 of the Trustee Act (Northern Ireland) 1958 that all creditors, beneficiaries and other persons having any claims against or interest in the Estate of the above named deceased who died on the 20th day of December 2005 at Melmount Nursing Home, 1 Orchard Road, Strabane, Co. Tyrone are hereby required to send on or before the 31st day of January 2008, particulars of such claims or interest to the undersigned Solicitors for the Personal Representative of the deceased.

And notice is hereby further given that after the 31st January 2008 the said Personal Representative will proceed to convey or distribute the property of the said deceased among the parties entitled thereto having regard only to the claims and demands of which particulars have been received.

Dated this 15th day of October 2007

McCanny & Keohane, Solicitors for the Personal Representative, 38 Railway Road, Strabane, Co. Tyrone, BT82 8EH. (2903/2)

James Cochrane

IN THE ESTATE OF JAMES (OTHERWISE HERBERT) COCHRANE LATE OF 9 KILLYGARVIN ROAD, DONAGHEY, DUNGANNON, IN THE COUNTY TYRONE, RETIRED MOTOR MECHANIC, DECEASED.

Notice is hereby given pursuant to Section 28 of the Trustee Act (Northern Ireland) 1958 that all creditors, beneficiaries and other persons having any claims against or interests in the estate of the above named deceased, who died on the 6th September 2007 are hereby required to send on or before the 14th day of January 2008, particulars of such claims or interest to the undersigned Solicitors for the Personal Representative of the Deceased.

And notice is hereby further given that after the said 14th day of January 2008 the said Personal Representatives will proceed to convey or

distribute the property of the said deceased among the parties entitled thereto having regard only to the claims and demands of which particulars have been received.

Dated this 22nd day of October 2007

J. B. & H. R. Twigg, Solicitors for the Personal Representative(s), 26 Fair Hill Road, Cookstown, Co. Tyrone, BT80 8LZ. (2903/19)

Jane Browne

IN THE ESTATE OF JANE BROWNE, DECEASED, LATE OF 28 NEWAL ROAD, BALLYMONEY, IN THE COUNTY OF ANTRIM.

Notice is hereby given pursuant to Section 28 of the Trustee Act (Northern Ireland) 1958 that all creditors, beneficiaries and other persons having any claims against or interest in the Estate of the above named Deceased, who died on the 17th day of December 2006 are hereby required to send on or before the 23rd day of November 2007, particulars of such claims or interest to the undersigned Solicitors for the Personal Representative of the Deceased.

And notice is hereby further given that after the said 23rd day of November 2007 the said Personal Representative will proceed to convey or distribute the property of the said Deceased among the parties entitled thereto having regard only to the claims and demands of which particulars shall have been received.

Dated this 18th day of October 2007

Gillian Barr & Co., Solicitors for the Personal Representative, 41 New Row, Coleraine, Co. Londonderry. (2903/7)

Margaret Philomena Kelly

IN THE ESTATE OF MARGARET PHILOMENA KELLY, LATE OF BENBRADAGH RESIDENTIAL HOME, 59 TIRGARVIL ROAD, UPPERLANDS MAGHERA, COUNTY LONDONDERRY.

Notice is hereby given pursuant to Section 28 of the Trustee Act (Northern Ireland) 1958 that all Creditors, Beneficiaries and other persons having any claims against or interests in the Estate of the above named deceased, who died on the 21st day of October 2006 are hereby required to send on or before the 28th day of December 2007, particulars of such claims or interest to the undersigned Solicitors for the Personal Representative of the Deceased.

And notice is hereby further given that after the said 28th day of December 2007 the said Personal Representative will proceed to convey or distribute the property of the said Deceased amongst the parties entitled thereto having regard only to the claims and demands in which particular shall have been received.

Dated this 19th day of October 2007

Mr. Julian Quinn, Solicitor, James O'Brien & Company, Solicitors, 15 Broad Street, Magherafelt. (2903/21)

Mary Quinn

IN THE ESTATE OF MARY QUINN (NEE MCDAID), DECEASED, LATE OF WOODMOUNT NURSING HOME, 15 MELMOUNT ROAD, STRABANE, AND FORMERLY OF 4 VICTORIA PLACE, SION MILLS, IN THE COUNTY OF TYRONE.

Notice is hereby given pursuant to Section 28 of the Trustee Act (Northern Ireland) 1958 that all creditors, beneficiaries and other persons having any claims against or interest in the Estate of the above named deceased who died on the 19th day of September 2007 at Woodmount Nursing Home, 15 Melmount Road, Strabane, Co. Tyrone are hereby required to send on or before the 31st day of January 2008, particulars of such claims or interest to the undersigned Solicitors for the Personal Representative of the deceased.

And notice is hereby further given that after the 31st January 2008 the said Personal Representative will proceed to convey or distribute the property of the said deceased among the parties entitled thereto having regard only to the claims and demands of which particulars have been received.

Dated this 15th day of October 2007

McCanny & Keohane, Solicitors for the Personal Representative, 38 Railway Road, Strabane, Co. Tyrone, BT82 8EH. (2903/3)

Patrick James Rice

IN THE ESTATE OF PATRICK JAMES RICE OF 5 GLENLOUGH PARK, BALLYNAHINCH, CO. DOWN, BT24 8TQ, SALES EXECUTIVE.

Notice is hereby given pursuant to Section 28 of the Trustee Act (Northern Ireland) 1958 that all creditors, beneficiaries and other persons having claims against or in the estate of the above-named deceased, who died on the 30th day of September 2007, are hereby required to send on or before the 1st January 2008 particulars of such claims or interests to the undersigned Solicitors for the Personal Representative of the deceased.

And notice is hereby further given that after the said 1st January 2008 the said personal representatives will proceed to convey or distribute the property of the said deceased among the parties entitled thereto having regard to the claims and demands of which particulars shall have been received.

Dated this 11th day of October 2007

Paul McMullan, Solicitors for the Personal Representatives, 2-4 Church Street, Ballynahinch, BT24 8AF. (2903/1)

Samuel Ernest McCallion

IN THE ESTATE OF SAMUEL ERNEST McCALLION, DECEASED, LATE OF 1009 WINDYHALL PARK, COLERAINE, IN THE COUNTY OF LONDONDERRY.

Notice is hereby given pursuant to Section 28 of the Trustee Act (Northern Ireland) 1958 that all creditors, beneficiaries and other persons having any claims against or interest in the Estate of the above named Deceased, who died on the 19th day of March 2007 are hereby required to send on or before the 23rd day of November 2007, particulars of such claims or interest to the undersigned Solicitors for the Personal Representative of the Deceased.

And notice is hereby further given that after the said 23rd day of November 2007 the said Personal Representative will proceed to convey or distribute the property of the said Deceased among the parties entitled thereto having regard only to the claims and demands of which particulars shall have been received.

Dated this 18th day of October 2007

Gillian Barr & Co., Solicitors for the Personal Representative, 41 New Row, Coleraine, Co. Londonderry. (2903/5)

Thomas Cooke

IN THE ESTATE OF THOMAS COOKE, LATE OF 5 FOGART ROAD, CLOGHER, CO. TYRONE, BT76 0XW, DECEASED.

Notice is hereby given pursuant to Section 28 of the Trustee Act (Northern Ireland) 1958 that all creditors, beneficiaries and other persons having any claims against or interest in the estate of the above-named deceased who died on the 20th day of July 2007, are hereby required to send on or before the 31st day of December 2007, particulars of such claims or interest to the undersigned Solicitors for the personal representative of the deceased.

And notice is hereby further given that after the said 31st day of December 2007 the said personal representative will proceed to convey or distribute the property of the said deceased among the parties entitled thereto having regard only to the claims and demands of which particulars shall have been received.

Dated the 18th day of October 2007

James McNulty & Co., Solicitors for the Personal Representative, 25-27 George's Street, Omagh, Co. Tyrone, BT78 1DE, Northern Ireland. (2903/4)

William Fleming Herald

IN THE ESTATE OF WILLIAM FLEMING HERALD, DECEASED, LATE OF 98 ATLANTIC ROAD, COLERAINE, IN THE COUNTY OF LONDONDERRY.

Notice is hereby given pursuant to Section 28 of the Trustee Act (Northern Ireland) 1958 that all creditors, beneficiaries and other persons having any claims against or interest in the Estate of the above named

Deceased, who died on the 15th day of March 2006 are hereby required to send on or before the 23rd day of November 2007, particulars of such claims or interest to the undersigned Solicitors for the Personal Representative of the Deceased.

And notice is hereby further given that after the said 23rd day of November 2007 the said Personal Representative will proceed to convey or distribute the property of the said Deceased among the parties entitled thereto having regard only to the claims and demands of which particulars shall have been received.

Dated this 18th day of October 2007

Gillian Barr & Co., Solicitors for the Personal Representative, 41 New Row, Coleraine, Co. Londonderry. (2903/6)

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The Belfast Gazette is an Official Newspaper of Record. The Belfast Gazette publishes official, legal and regulatory notices pursuant to legislation and on behalf of the persons who are required by law to notify the public at large of certain information. For the avoidance of doubt all references to "Belfast Gazette" shall include supplements to the Belfast Gazette and all mediums which shall include the online version of the Belfast Gazette as well as the paper version.

The Belfast Gazette is published by the Publisher (defined below) under the authority and superintendence of the Controller of Her Majesty's Stationery Office and Queen's Printer of Acts of Parliament.

Notices received for publication fall under the following broad headings: State, Parliament, Ecclesiastical, Public Finance, Transport, Planning, Health, Environment, Water, Agriculture & Fisheries, Energy, Post & Telecom, Other Notices, Competition, Corporate Insolvency, Personal Insolvency, Companies & Financial Regulation, Partnerships, Societies Regulation and Personal Legal information. Further information can be found at www.gazettes-online.co.uk.

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1.2 the singular includes the plural and vice-versa; and

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4.4 Notices can be edited to re-position material for style;

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AUTHORISED SCALE OF CHARGES From 1st March 2007	Submitted by Webform		All Other formats		Includes Voucher
	Excl VAT	Incl VAT	Excl VAT	Incl VAT	Copy Incl VAT
1 Winding Up Petitions	45.00	52.88	60.00	70.50	71.25
2 All Other Corporate and Personal Insolvency Notices (2-5 Related Companies will be charged at double the single company rate) (6-10 Related Companies will be charged at treble the single company rate)	45.00	52.88	60.00	70.50	71.25
3 Water Resources, Control of Pollution (PPC)	90.00	105.75	120.00	141.00	141.75
4 All Other Notice Types					
Up to 20 lines	45.00	52.88	60.00	70.50	71.25
Additional 5 lines or fewer	17.50	20.57	17.50	20.57	
5 Proofing - per notice (Copy must be submitted at least one week prior to publication)	Free	Free	30.00	35.25	
6 Late Advertisements accepted after 3.00pm, 1 day prior to publication	30.00	35.25	30.00	35.25	
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