



# THE GAZETTE

BELFAST GAZETTE

**CONTAINING ALL NOTICES PUBLISHED ONLINE  
BETWEEN 30 AUGUST AND 4 SEPTEMBER 2016**

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## Contents

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### State/642\*

Royal family/  
Parliament & Assemblies/  
Honours & Awards/  
Church/

### Environment & infrastructure/643\*

Health & medicine/

### Other Notices/644\*

Money/

### Companies/645\*

### People/648\*

### Terms & Conditions/649\*

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\* Containing all notices published online between 30 August  
and 4 September 2016

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# STATE

## STATE APPOINTMENTS

### DEPUTY LIEUTENANTS

#### APPOINTMENT OF DEPUTY LIEUTENANTS

Mrs Fionnuala Jay-O'Boyle CBE, the Lord-Lieutenant of the County Borough of Belfast, has been pleased to appoint the following to be Deputy Lieutenants of the County Borough of Belfast their Commissions bearing the date the 31<sup>st</sup> day of August 2016:

**Professor Alastair Samuel ADAIR CBE, Maynard, 19 Old Belfast Road, Newtownards, BT23 4SG**

**Mrs Judith Mary EVE CBE, Apartment 5, 53 Church Road, Newtownbreda, Belfast, BT8 7AL**

Signed: *Gary Smyth* MBE, Clerk of the Lieutenancy (2605309)

# ENVIRONMENT & INFRASTRUCTURE

## ENVIRONMENTAL PROTECTION

**IRISH SALT MINING & EXPLORATION CO LTD  
PUBLIC NOTIFICATION OF AN APPLICATION MADE UNDER  
REGULATION 10 OF THE POLLUTION PREVENTION AND CONTROL (INDUSTRIAL EMISSIONS) REGULATIONS (NORTHERN IRELAND) 2013  
POLLUTION PREVENTION AND CONTROL**

Notice is hereby given that Irish Salt Mining & Exploration Co Ltd has applied to the Chief Inspector for a Pollution Prevention and Control (PPC) Permit to operate an installation involving the Air Pollution Control Residue (APCr) Recovery Facility deep underground within the salt mine and an above ground reception and transfer area.

The installation is located at 10 Fort Road, Kilroot, Carrickfergus in Mid & East Antrim district, in the County of Antrim.

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.

Information relating to the above application is held in registers at the following locations:

Waste Management  
Northern Ireland Environment Agency  
Klondyke Building  
Gasworks Business Park  
Cromac Avenue  
Belfast BT7 2JA

Members of the public can inspect these registers free of charge at the above stated addresses during normal office hours.

In addition, members of the public who wish to obtain a copy of the relevant information contained in the registers can do so upon the payment of a reasonable charge to cover the costs of copying.

Any objections or representations to the above application should be made in writing to the Chief Inspector at the address below, within 42 days from the date of this public notice.

Waste Management  
Northern Ireland Environment Agency  
Klondyke Building  
Gasworks Business Park  
Cromac Avenue  
Belfast BT7 2JA

Any such objections or representations will be entered into a public register unless the person making them requests in writing that they should not be so placed. If there is such a request, the register will only include a statement that there has been such a request.

(2605310)

## WATER

**DEPARTMENT FOR INFRASTRUCTURE  
NOTICE OF PROPOSED DRAINAGE SCHEME NOT LIKELY TO  
HAVE SIGNIFICANT EFFECTS ON THE ENVIRONMENT  
CLONOE, COALISLAND - FLOOD ALLEVIATION SCHEME  
CLUAIN EO, OILEÁN AN GHUAIL - SCÉIM MAOLAITHE TUILTE**

The Department for Infrastructure hereby gives notice, in pursuance of Article 12A (3) of the Drainage (Northern Ireland) Order 1973 (as amended) that it proposes to carry out a flood alleviation scheme in Clonoe, Coalisland, Co. Tyrone.

The proposed scheme will involve the construction of approximately 160 metres of flood wall. The wall is designed to reduce the risk of flooding from the nearby watercourses, Canal Back Extension and Coalisland Mill Race to properties at Dernmore Drive, Clonoe.

The proposed wall will run along the boundary between Dernmore Drive and the adjacent fields, around the Northern Ireland Water pumping station, before turning south at Dernmore Lane to run approximately 60 metres towards Washingbay Road.

Having taken account of the characteristics of the works in the proposed scheme, their location and potential impacts, the Department considers the proposed scheme is not likely to have significant environmental effects on the environment and does not intend to prepare an Environmental Statement.

A copy of the proposed scheme and details of the estimated environmental effects will be available for inspection at the addresses below for a period of 28 days during normal opening hours: **DfI Rivers Agency, 44 Seagoe Industrial Estate, Portadown, Craigavon, BT63 5QE and Clonoe Community Centre, 93 Washing Bay Road, Coalisland, Dungannon, BT71 4PU and Mid Ulster District Council, Circular Road, Dungannon, BT71 6DT.**

In accordance with Article 12A (3), representations may also be made in writing to the Department in relation to the likely environmental effects of the proposed scheme.

Also, in accordance with Article 12A (3), any person who considers that their interests will be prejudicially affected by the proposed scheme may make representations to the Department at the address given below.

The closing date for receipt of representations is 30th September 2016. Any representations should be sent to Mr Conleth Sloan, Department for Infrastructure, Rivers Agency, Hydebank, 4 Hospital Road, Ballydoughan, Belfast, BT8 8JP. (2605311)

# OTHER NOTICES

## COMPANY LAW SUPPLEMENT

The Company Law Supplement details information notified to, or by, the Registrar of Companies. The Company Law Supplement to *The London, Belfast and Edinburgh Gazette* is published weekly on a Tuesday.

These supplements are available to view at <https://www.thegazette.co.uk/browse-publications>.

Alternatively use the search and filter feature which can be found here <https://www.thegazette.co.uk/all-notices> on the company number and/or name. (2605312)

NOTICE IS HEREBY GIVEN, PURSUANT TO SECTIONS 1064 AND 1077 OF THE COMPANIES ACT 2006, THAT IN RESPECT OF THE UNDERMENTIONED COMPANY NOTICE OF APPOINTMENT OF A LIQUIDATOR WAS REGISTERED RECEIVED BY ME ON 26/08/2016 AND REGISTERED ON 01/09/2016

NI033273 - HYDEPARK ASSOCIATES LIMITED

*Helen Shilliday*

Registrar of Companies

(2605313)

## DEPARTMENT FOR COMMUNITIES

### THE PENSIONS (NO. 2) ACT (NORTHERN IRELAND) 2008 THE EMPLOYERS' DUTIES (IMPLEMENTATION) (AMENDMENT) REGULATIONS (NORTHERN IRELAND) 2016

The Department for Communities has made a Statutory Rule entitled "The Employer Duties (Implementation) (Amendment) Regulations (NorthernIreland) 2016" (S.R. 2016 No. 316), which comes into operation on 1st October 2016.

The Rule provides for the length of the transitional periods over which minimum automatic enrolment contributions are being gradually phased in to be aligned with the beginning of the tax years.

Copies of the Rule may be purchased from the Stationery Office at [www.tsoshop.co.uk](http://www.tsoshop.co.uk) or by contacting TSO Customer Services on 0333 202 5070 or viewed online at <http://www.legislation.gov.uk/nisr>.

(2605316)

## STRANDBURN PHARMACY LIMITED

(Company Number NI049484)

NOTICE IS HEREBY GIVEN, PURSUANT TO SECTIONS 1064 AND 1077 OF THE COMPANIES ACT 2006, THAT IN RESPECT OF THE UNDERMENTIONED COMPANY NOTICE OF APPOINTMENT OF A LIQUIDATOR WAS REGISTERED RECEIVED BY ME ON 25/08/2016 AND REGISTERED ON 25/08/2016

NI049484 STRANDBURN PHARMACY LIMITED

*Helen Shilliday*

Registrar of Companies

(2605317)

## WOODGRANGE INVESTMENTS LIMITED

(Company Number NI050170)

NOTICE IS HEREBY GIVEN, PURSUANT TO SECTIONS 1064 AND 1077 OF THE COMPANIES ACT 2006, THAT IN RESPECT OF THE UNDERMENTIONED COMPANY NOTICE OF APPOINTMENT OF A LIQUIDATOR WAS REGISTERED RECEIVED BY ME ON 24/08/2016 AND REGISTERED ON 25/08/2016

NI050170 WOODGRANGE INVESTMENTS LIMITED

*Helen Shilliday*

Registrar of Companies

(2605318)

# COMPANIES

## Corporate insolvency

### Administration

#### APPOINTMENT OF ADMINISTRATORS

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

##### **ADELIE (IRELAND) LTD**

(Company Number NI633995)

AND IN THE MATTER OF THE INSOLVENCY (NORTHERN IRELAND)  
ORDER 1989

Nature of Business: Food Manufacturing and Distribution

Registered office: 20 Lackaghboy Road, Lackaghboy Industrial Estate, Enniskillen, BT74 4RL

Date of Appointment: 26 August 2016

*Thomas Martin Keenan* and *Scott Murray* both of Keenan Corporate Finance Limited, Victoria House, 15-27 Gloucester Street, Belfast, BT1 4LS.

Administrators' IP Nos: GBNI012 and GBNI096 respectively. (2605314)

### Creditors' voluntary liquidation

#### APPOINTMENT OF LIQUIDATORS

##### **PURSUANT TO ARTICLE 95 OF THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989**

Name of Company: **KITTYS CAFE LIMITED**

Company Number: NI637180

Nature of Business: Cafe

Type of Liquidation: Creditors

Registered office: Apt 1, 96-98 Glenarm Road, Larne BT40 1DS

*James B Kennedy*, 22 Lower Windsor Avenue, Belfast BT9 7DW

Office Holder Number: GBNI 43.

Date of Appointment: 30 August 2016

By whom Appointed: Members and Creditors (2605325)

#### MEETINGS OF CREDITORS

##### **THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989 VOLUNTARY YOUTH NETWORK FOR NORTHERN IRELAND**

(Company Number NI016988)

Registered Office and Trading Address: 5th Floor, 14 College Square North, Belfast BT1 4AS

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 YMCA, 56-58 Knightsbridge Park, Belfast BT9 5EH at 11.00 am on Wednesday 14 September 2016 for the purposes mentioned in Articles 85 to 87 of the said Order.

Creditors wishing to vote at the meeting must lodge their proxy, together with a statement of their claim, at the offices of Houston Hunter, 32 Shandon Drive, Bangor, Co Down BT20 5HR not later than 12.00 noon on the business day immediately prior to the meeting.

A list of the names and addresses of the company's creditors will be available for inspection free of charge at the offices of Houston Hunter on 12 and 13 September 2016 between the hours of 10.00 am and 4.00 pm.

*Michael Reid*

Director

23 August 2016 (2605321)

### RESOLUTION FOR WINDING-UP

#### **NOTICE UNDER THE INSOLVENCY (NORTHERN IRELAND)**

##### **ORDER 1989**

##### **Special Resolution**

**Of**

##### **KITTYS CAFE LIMITED**

(Company Number NI637180)

At an extraordinary general meeting of the Creditors of the above-named company duly convened and held at 22 Lower Windsor Avenue, Belfast on 30th August 2016 the following Special Resolution was duly passed

That the company should be wound up on the grounds that it is unable to pay its debts and that *James B Kennedy* of James B Kennedy & Co 22 Lower Windsor Avenue, Belfast BT9 7DW be appointed liquidator of the company (2605326)

### Liquidation by the Court

#### PETITIONS TO WIND-UP

In the High Court of Justice Northern Ireland

No 56365 of 2016

In the Matter of **CHARLIE'S DEN LTD**

(Company Number NI611994)

and in the Matter of the THE INSOLVENCY (NORTHERN IRELAND)  
ORDER 1989

A petition to wind up the above-named company of 40 Maple Park, Crumlin, County Antrim, BT29 4WZ presented on 24 June 2016 by the DEPARTMENT OF FINANCE, LAND & PROPERTY SERVICES (RATING), 3rd Floor, Lanyon Plaza, Lanyon Place, Belfast, BT1 3LP claiming to be a creditor of the company will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE,

On Thursday

Date 15 September 2016

Time 1000 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 petitioner or its solicitor in accordance with Rule 4.016 by 16.00 hours on 14 September 2016

Crown Solicitor for Northern Ireland

Royal Courts of Justice

Chichester Street

Belfast

BT1 3JE

1 September 2016

(2605331)

In the High Court of Justice Northern Ireland

No 56342 of 2016

In the Matter of **FX4 ENTERPRISE LTD**

(Company Number NI615061)

and in the Matter of the THE INSOLVENCY (NORTHERN IRELAND)  
ORDER 1989

A petition to wind up the above-named company of 1 Francis Street, Belfast, BT1 1EJ presented on 24 June 2016 by 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,

On Thursday

Date 15 September 2016

Time 1000 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 14 September 2016.

Crown Solicitor for Northern Ireland

Royal Courts of Justice

Chichester Street

Belfast

BT1 3JE

1 September 2016

(2605328)

In the High Court of Justice Northern Ireland  
No 56385 of 2016  
In the Matter of **K P COATINGS LTD**  
(Company Number NI625334)  
and in the Matter of the THE INSOLVENCY (NORTHERN IRELAND)  
ORDER 1989

A petition to wind up the above-named company of Unit 4 James Park Mahon Road, Portadown, Craigavon, County Armagh, BT62 3EH presented on 24 June 2016 by the DEPARTMENT OF FINANCE, LAND & PROPERTY SERVICES (RATING), 3rd Floor, Lanyon Plaza, Lanyon Place, Belfast, BT1 3LP claiming to be a creditor of the company will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE,

On Thursday

Date 15 September 2016

Time 1000 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 14 September 2016.

Crown Solicitor for Northern Ireland

Royal Courts of Justice

Chichester Street

Belfast

BT1 3JE

1 September 2016

(2605323)

In the High Court of Justice Northern Ireland  
No 54336 of 2016  
In the Matter of **KHATUN BELFAST LIMITED**  
(Company Number NI0620449)  
and in the Matter of the THE ISNOLVENCY (NORTHERN IRELAND)  
ORDER 1989

A petition to wind up the above-named company of 303 Upper Newtownards Road, Belfast, County Antrim, BT4 3JH presented on 17 June 2016 by the DEPARTMENT OF FINANCE, LAND & PROPERTY SERVICES (RATING), 3rd Floor, Lanyon Plaza, Lanyon Place, Belfast, BT1 3LP claiming to be a creditor of the company will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE,

On Thursday

Date 15 September 2016

Time 1000 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 petitioner or its solicitor in accordance with Rule 4.016 by 16.00 hours on 14 September 2016

Crown Solicitor for Northern Ireland

Royal Courts of Justice

Chichester Street

Belfast

BT1 3JE

1 September 2016

(2605320)

In the High Court of Justice Northern Ireland  
No 57073 of 2016  
In the Matter of **MCFAB ENGINEERING LTD**  
(Company Number NI073874)  
and in the Matter of the THE INSOLVENCY (NORTHERN IRELAND)  
ORDER 1989

A petition to wind up the above-named company of 110 Trew Mount Road, Dungannon, County Tyrone, BT71 7EF presented on 28 June 2016 by the DEPARTMENT OF FINANCE, LAND & PROPERTY SERVICES (RATING), 3rd Floor, Lanyon Plaza, Lanyon Place, Belfast, BT1 3LP claiming to be a creditor of the company will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE,

On Thursday

Date 15 September 2016

Time 1000 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 petitioner or its solicitor in accordance with Rule 4.016 by 16.00 hours on 14 September 2016

Crown Solicitor for Northern Ireland

Royal Courts of Justice

Chichester Street

Belfast

BT1 3JE

1 September 2016

(2605330)

In the High Court of Justice Northern Ireland  
No 53425 of 2016

In the Matter of **MOONEY INNS LTD**

(Company Number NI608874)

and in the Matter of the THE INSOLVENCY (NORTHERN IRELAND)  
ORDER 1989

A petition to wind up the above-named company of 61-63 Andersonstown Road, Belfast, County Antrim, BT11 9AH presented on 15 June 2016 by the DEPARTMENT OF FINANCE, LAND & PROPERTY SERVICES (RATING), 3rd Floor, Lanyon Plaza, Lanyon Place, Belfast, BT1 3LP claiming to be a creditor of the company will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE,

On Thursday

Date 15 September 2016

Time 1000 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 petitioner or its solicitor in accordance with Rule 4.016 by 16.00 hours on 14 September 2016

Crown Solicitor for Northern Ireland

Royal Courts of Justice

Chichester Street

Belfast

BT1 3JE

1 September 2016

(2605327)

In the High Court of Justice Northern Ireland  
No 53441 of 2016

In the Matter of **NEWQUAY CONSTRUCTION LIMITED**

(Company Number NI073454)

and in the Matter of the THE INSOLVENCY (NORTHERN IRELAND)  
ORDER 1989

A petition to wind up the above-named company of 112 Camlough Road, Newry, County Down, BT35 7EE presented on 15 June 2016 by the DEPARTMENT OF FINANCE, LAND & PROPERTY SERVICES (RATING), 3rd Floor, Lanyon Plaza, Lanyon Place, Belfast, BT1 3LP claiming to be a creditor of the company will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE,

On Thursday

Date 15 September 2016

Time 1000 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 petitioner or its solicitor in accordance with Rule 4.016 by 16.00 hours on 14 September 2016

Crown Solicitor for Northern Ireland

Royal Courts of Justice

Chichester Street

Belfast

BT1 3JE

1 September 2016

(2605332)

In the High Court of Justice Northern Ireland  
No 56360 of 2016

In the Matter of **ROAN DEVELOPMENTS LTD**

(Company Number NI029980)

and in the Matter of the THE INSOLVENCY (NORTHERN IRELAND)  
ORDER 1989

A petition to wind up the above-named company of 53 Killymeal Road, Dungannon, County Tyrone, BT71 6LJ presented on 24 June 2016 by the DEPARTMENT OF FINANCE, LAND & PROPERTY SERVICES (RATING), 3rd Floor, Lanyon Plaza, Lanyon Place, Belfast, BT1 3LP claiming to be a creditor of the company will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE,

On Thursday

Date 15 September 2016

Time 1000 hours (or as soon thereafter as the petition can be heard)

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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 petitioner or its solicitor in accordance with Rule 4.016 by 16.00 hours on 14 September 2016

Crown Solicitor for Northern Ireland  
Royal Courts of Justice  
Chichester Street  
Belfast  
BT1 3JE  
1 September 2016

(2605319)

In the High Court of Justice Northern Ireland  
No 56406 of 2016

In the Matter of **THYME WEST SANDWICH BAR LTD**

(Company Number NI621035)

and in the Matter of the THE INSOLVENCY (NORTHERN IRELAND)  
ORDER 1989

A petition to wind up the above-named company of 170 Andersonstown Road, Belfast, County Antrim, BT11 9BZ presented on 24 June 2016 by the DEPARTMENT OF FINANCE, LAND & PROPERTY SERVICES (RATING), 3rd Floor, Lanyon Plaza, Lanyon Place, Belfast, BT1 3LP claiming to be a creditor of the company will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE,

On Thursday

Date 15 September 2016

Time 1000 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 petitioner or its solicitor in accordance with Rule 4.016 by 16.00 hours on 14 September 2016

Crown Solicitor for Northern Ireland  
Royal Courts of Justice  
Chichester Street  
Belfast  
BT1 3JE  
1 September 2016

(2605315)

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# PEOPLE

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## Wills & probate

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### DECEASED ESTATES – BELFAST EDITION

NOTICE IS HEREBY GIVEN pursuant to section 28 (Deceased Estates) of the Trustee Act (Northern Ireland) 1958, that any person having a claim against or an interest in the estate of any of the deceased persons whose names and addresses are set out below is hereby required to send particulars in writing of his claim or interest to the person or persons whose names and addresses are set out below, and to send such particulars before the date specified in relation to that deceased person displayed below, after which date the personal representatives will distribute the estate among the persons entitled thereto having regard only to the claims and interests of which they have had notice and will not, as respects the property so distributed, be liable to any person of whose claim they shall not then have had notice.

In the Estate of

Rachel Anna Loudon Moore

Otherwise known as

Reta Moore

Late of 7 Temple Rise, Templepatrick Co Antrim BT39 0AG

Notice is hereby given pursuant to Section 28 of the Trustee Act (Northern Ireland) 1958 that all persons claiming to be creditors, beneficiaries and other persons having any claim against or interest in the Estate of the above named Deceased who died on the 1 August 2016, are hereby required to send on or before the 25 November 2016, particulars of such claims or interest to the undersigned, Solicitors for the Personal Representatives of the Deceased.

And notice is hereby further given that after the said 25 November 2016, 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 shall have been received.

Dated this 23 August 2016

*O'Rorke McDonald & Tweed*

Solicitors

37-39 Church Street, ANTRIM, County Antrim BT41 4BD (2605322)

And notice is hereby further given that after the said 25 November 2016, 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 shall have been received.

Dated this 23 August 2016

*O'Rorke McDonald & Tweed*

Solicitors

37-39 Church Street, ANTRIM, County Antrim BT41 4BD (2605324)

In the Estate of Martin Teelan, late of Glencarron Nursing Home, 6 Creamery Road, Crossmaglen, Newry, County Down BT35 9AD (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 30 August 2015, are hereby required to send on or before 30 November 2016, particulars of such claims or interests to the undersigned Solicitors for the Personal Representatives of the deceased.

AND NOTICE is hereby further given that after the said 30 November 2016, 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 shall have been received.

29 August 2016

*Messrs Fisher & Fisher Solicitors*

Solicitors for the Personal Representatives

9 John Mitchel Place, Newry, County Down BT34 2BS (2605329)

In the Estate of

Mr Matthew O'Brien

Late of 60B Donegore Drive, Antrim BT41 1ED

Notice is hereby given pursuant to Section 28 of the Trustee Act (Northern Ireland) 1958 that all persons claiming to be creditors, beneficiaries and other persons having any claim against or interest in the Estate of the above named Deceased who died on the 23 July 2016, are hereby required to send on or before the 25 November 2016, particulars of such claims or interest to the undersigned, Solicitors for the Personal Representatives of the Deceased.

# Terms and Conditions Relating to Submission of Notices

The Gazette (which includes the London, Belfast and Edinburgh Gazette) is the Official Public Record and the United Kingdom's longest continuously published newspaper. It has been published by Authority since 1665. The 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 "**The Gazette**" shall include the London, Belfast and Edinburgh and any supplements to the Gazette, as well as all mediums, including the online and paper versions of the Gazette.

The Gazette is published by the Publisher (as defined below) under the authority and superintendence of the Controller of Her Majesty's Stationery Office at The National Archives. Notices received for publication can fall under the following broad headings:

Church, Companies, Education and Qualifications, Environment and Infrastructure, Health and Medicine, Money, Parliament and Assemblies, People, Royal Family and State. Further information can be found at [www.thegazette.co.uk](http://www.thegazette.co.uk).

These terms and conditions ("**Terms and Conditions**") govern submission of Notices (as defined below) to The Gazette. By submitting Notices, howsoever communicated, whether at the website [www.thegazette.co.uk](http://www.thegazette.co.uk) (the "**Website**") or by email, post and/or facsimile, the Advertiser (as defined below) agrees to be bound by these Terms and Conditions. Where the Advertiser is acting as an agent or as a representative of a principal, the Advertiser warrants that the principal agrees to be bound by these Terms and Conditions. The Publisher reserves the right to modify these Terms and Conditions at any time. Such modifications shall be effective immediately upon publication of the modified terms and conditions. By submitting Notices to The Gazette after the Publisher has published notice of such modifications, the Advertiser, including any principal, agrees to be bound by the revised Terms and Conditions.

## 1 Definitions

1.1 In these Terms and Conditions: "**Advertiser**" means any company, firm or person who has requested to place a Notice in The Gazette, whether acting on their own account or as agent or representative of a principal; "**Authorised Scale of Charges**" means the scale of charges set out at in the printed copy of the Gazette or at <https://www.thegazette.co.uk/place-notice/pricing> as modified from time to time; "**Charges**" means the payment due for the acceptance of a Notice by the Publisher payable by the Advertiser as set out in the Authorised Scale of Charges; "**Local Newspaper Notice**" means any notice placed in a local newspaper rather than The Gazette; "**Notice**" means all advertisements and state, public, legal or other notices (without limitation) placed in The Gazette, save in respect of any Local Newspaper Notice, to which other terms may apply where indicated in these Terms and Conditions; "**Publisher**" means The Stationery Office Limited, with registered company number 03049649.

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

1.3 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

2 By submitting a Notice to the Publisher, the Advertiser agrees to be bound by these Terms and Conditions which, unless stated otherwise in these Terms and Conditions, represent the entire terms agreed between the parties in relation to the publication of Notices in The Gazette and which every Notice shall be subject to. For the avoidance of doubt, these Terms and Conditions shall prevail over any other terms or conditions (whether or not inconsistent with these Terms and Conditions) contained or referred to in any correspondence or documentation submitted by the Advertiser or implied by custom, practice or course of dealing which the parties agree shall not apply, unless otherwise expressly agreed in writing by the Publisher.

3 The Publisher reserves the right, to be exercised at its sole and absolute discretion, to make reasonable efforts to verify the validity of the Advertiser.

4 The Publisher may, at its sole and absolute discretion, edit the Notice, subject to the following restrictions:

4.1 the sense of the Notice submitted by the Advertiser will not be altered;

4.2 Notices shall be edited for house style only, not for content;

4.3 Notices can be edited to remove obvious duplications of information;

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

4.5 any additions, amendments or deletions required in order to include the minimum necessary information set out in any Notice guidelines shall be confirmed with the Advertiser; and

4.6 subject to clause 5 below, no amendments to the text (other than those made as a consequence of 4.1 - 4.5 above) shall be made without confirmation from the Advertiser.

For the avoidance of doubt, the Advertiser agrees and accepts that, subject to the limited rights to edit any Notice referred to above, it is the Advertiser that shall be solely responsible for the content of any Notice, including its validity and accuracy and that the Publisher shall not be responsible for, nor shall have any liability in respect of such content in any way whatsoever.

5 The Advertiser accepts that it submits a Notice entirely at its own risk and that the Publisher shall have the sole and absolute discretion whether to accept a Notice for publication or the timing of any publication of a Notice, such decision to be final. The Advertiser must satisfy itself as to the legal, statutory and/or procedural requirements and accuracy relating to any Notice. Where the Publisher has accepted a Notice for publication, the Publisher shall have the sole and absolute discretion to refuse to publish where the content of the Notice, in the publisher's sole opinion, may not comply with any such requirements. In such instances, the Publisher shall notify the Advertiser of any action required to remedy any deficiency and publication shall not take place until the Publisher is satisfied that such action has been taken by the Advertiser.

6 Neither the Publisher nor The National Archives (or any successor organisation) (including affiliates, officers, directors, agents, subcontractors and/or employees) shall be liable for any liabilities, losses, damages, expenses, costs (including all interest, penalties, legal costs (including on a full indemnity basis) and other professional costs and/or expenses) suffered or incurred, howsoever arising (including negligence), whether arising from the acts or omissions of the Publisher, The National Archives and/or the Advertiser and/or any third party (including, without limitation, any principal of the Advertiser) or arising out of or made in connection with the Notice or otherwise except only that nothing in these Terms and Conditions shall limit or exclude any liability for fraudulent misrepresentation, or for death or personal injury resulting from the Publisher's or The National Archives' negligence or the negligence of the their agents, subcontractors and/or employees.

7 For the avoidance of doubt, subject to clause 6 above, in no circumstances shall the Publisher be liable for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special, indirect or consequential damages (however arising, including negligence).

8 Where the Publisher is responsible for any error including which, in the Publisher's reasonable opinion, causes a substantive change to the meaning of a Notice or would affect the legal efficacy of a Notice, upon becoming aware of such error, the Publisher shall publish the corrected Notice at no charge and at the next suitable opportunity. Both parties agree (including on behalf of any principal, if applicable) that this shall be the sole remedy of the Advertiser (including any principal, if applicable) and full extent of the limit of the Publishers liability in these circumstances.

9 In the event that the Publisher believes, in its sole opinion, an Advertiser is submitting Notices in bad faith, is in breach of clause 11 below, or has dealings with Advertisers who are in breach of these Terms and Conditions or has breached such Terms and Conditions previously, the Publisher may require further verification of information to be provided by the Advertiser and may, at its sole and absolute discretion, delay publication of those Notices until it is satisfied that the Notice it has received is based on authentic information.

10 The location of the Notice in The Gazette shall be at the discretion of the Publisher. For the avoidance of doubt, the Notice shall be published in the house style of The Gazette.

11 The Advertiser warrants:

11.1 that it has the right, power and authority to submit the Notice;

11.2 the Notice is not false, inaccurate, misleading, nor does it contain potentially fraudulent information;

11.3 the Notice is submitted in good faith, does not contravene any law (statutory or otherwise) nor is it in any way illegal, defamatory or an infringement of any other party's rights or an infringement of the

British Code of Advertising Practice (as amended and updated from time to time), nor is it subject to any court order prohibiting such publication.

12 To the extent permissible by law the Publisher excludes all warranties, conditions or other terms, whether implied by statute or otherwise, relating to the placing of any Notices.

13 The Advertiser agrees to fully indemnify and hold the Publisher and The National Archives (or any successor organisation), including any affiliates, officers, directors, agents, subcontractors and employees harmless from all liabilities, costs, expenses, damages and losses (including, without limitation) any direct, indirect, consequential and/or special losses and/or damage, loss of profit, loss of reputation and/or goodwill and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and/or expenses (including legal costs) suffered or incurred (including negligence) in respect of any matter arising out of, in connection with or relating to any Notice, including (without limitation) in respect of any claim and/or demand (including threatened and/or potential claims or demands) made by any third party which may constitute a breach, threatened and/or potential breach by the Advertiser (or their principal) of these Terms and Conditions or any breach and/or potential breach by the Advertiser of any law and/or any of the rights of a third party. The Publisher shall consult with the Advertiser as to the way in which such applicable claims, demands or potential claims or demands are handled but the Publisher shall retain the sole, absolute and final decision on all aspects of any matter arising from the aforementioned indemnity, including the choice of instructing legal representatives, steps taken in or related litigation and/or decisions to settle the case. The Advertiser shall use best endeavours to provide, at its own expense, such co-operation and assistance as the Publisher may reasonably request including in respect of any principal (if applicable) and including, without limitation, the provision of and/or access to witnesses, access to premises and delivery up of documents and/or any evidence, including supporting any associated litigation and/or dispute resolution process.

14 The Advertiser shall promptly notify the Publisher in writing of any actual, threatened or suspected claim made by a third party or parties against the Advertiser and/or the Publisher in relation to a Notice. The Publisher reserves the right, following a claim or threatened claim, to immediately remove the Notice which is the subject of the complaint from the website at [www.thegazette.co.uk](http://www.thegazette.co.uk) and all other websites controlled by the Publisher containing the Notice, as well as from any other medium in which the Notice has been placed that is controlled by The Gazette, where possible. The Publisher may require the Advertiser to amend the Notice at its own cost before it agrees to re-publish the Notice if it is capable of rectification to avoid the claim, threatened or suspected claim. Any reinstatement of the Notice shall be at the sole and absolute discretion of the Publisher, whose decision in respect of such matter shall be final. Other than withdrawal of a Notice following a claim or threatened claim, withdrawal of a Notice post-publication shall take place only upon the written instructions of The National Archives (or any successor organisation) or if there is a credible claim that the continuing presence of a Notice endangers an individual's personal safety or a request is received from any applicable regulatory and/or enforcement authorities.

15 The Advertiser acknowledges that the Publisher may re-use Notices and/or allow third parties to re-use Notices accepted for publication in The Gazette, and hereby assigns to the Publisher for and on behalf of the Crown, all rights, including but not limited to, copyright and/or other such intellectual property rights (as applicable) in all Notices, and warrants that any such activity in respect of any Notice (including any activity in the preparation of such Notice for publication in The Gazette) by the Publisher and/or third parties does not and will not infringe any legal right of the Advertiser or any third party. For the avoidance of doubt, all Notices and any content therein shall be Crown copyright and may be subject to the Open Government Licence (or any variation thereof).

16 The Advertiser accepts that the purpose of The Gazette is to disseminate information of interest to the public as widely as possible in the public interest and that the information contained in the Notices published in The Gazette may be used by third parties after publication for any purpose and that such use may be beyond the control of The Gazette. In such instances, the Publisher accepts and the Advertiser agrees that the Publisher shall have no liability whatsoever in respect of such use by third parties.

17 The Advertiser acknowledges and agrees that the publication of any Notice is subject to any court order and/or direction of the court or such other regulatory and/or enforcement authorities including the Information Commissioner's Office, the police, the Financial Conduct Authority (and such other related regulatory organisations), the Solicitors Regulation Authority and such other authorities as may be applicable (without limitation) and that the Publisher may delay, refuse to publish or withdraw from publication if it has received evidence to that effect and may not publish such notice until it has received written evidence from the court (as the Publisher may reasonably require from time to time) that demonstrates that any previous order and/or direction has been withdrawn and/or is no longer applicable (as the Publisher may reasonably require from time to time) and/or, subject to any statutory and/or applicable laws, The Gazette may share information and/or data related to the Notice and/or the Advertiser's account related to such authorities and the Advertiser hereby consents to such disclosure(s).

18 In respect of any Local Newspaper Notice, this clause 18 shall apply. For the avoidance of doubt, all other terms of the Terms and Conditions shall apply to Local Newspaper Notices only to the extent that they do not conflict with the terms set out below. In the event of any conflict, the terms set out in this clause 18 shall prevail:

18.1 The Local Newspaper Notice may be placed in a local newspaper by any subcontractor and/or a third party organisation at the Publisher's sole and absolute discretion and the Advertiser hereby consents to such use (including any activity that is ancillary and/or reasonably necessary to such use). For the avoidance of doubt, this may include the processing of personal data in accordance with the Data Protection Act 1998, as amended ("DPA"), by the Publisher, any subcontractor and/or third party organisation, together with the local newspaper and related organisations;

18.2 The placement of a Local Newspaper Notice shall be upon the standard terms and conditions of the local newspaper in question in addition to these Terms and Conditions. The Advertiser expressly agrees to such local newspaper terms and by submitting a Local Newspaper Notice to The Gazette, expressly consents to the Publisher, its subcontractors and/or any applicable third party organisation agreeing to such terms on behalf of the Advertiser;

18.2.1 To the extent that such local newspaper and the applicable terms allow, where the Publisher, any subcontractor, any third party acting on behalf of the Publisher and/or the local newspaper is responsible for any error including (without limitation), the Publisher, the Publisher shall arrange for the local newspaper to publish the corrected Local Newspaper Notice at no additional cost to the Advertiser. Both parties agree (including on behalf of any principal, if applicable) that this shall be the sole remedy of the Advertiser (including any principal, if applicable) and the full extent of the limit of liability in these circumstances;

19 In the event that a corrected Local Newspaper Notice is not published for whatever reason, the total aggregate liability of the Publisher and The National Archives, whether direct or indirect, and including (without limitation) all liabilities, losses, damages, expenses, costs (including all interest, penalties, legal costs and/or other professional costs and/or expenses) suffered or incurred, howsoever arising (including negligence), whether arising from the acts and/or omissions of the Publisher, The National Archives and/or the Advertiser and/or any third party (including, without limitation, any principal of the Advertiser) or arising out of or made in connection with the Notice or otherwise shall be limited to the value of the Local Newspaper Notice placed through The Gazette except that nothing in these Terms and Conditions shall limit or exclude any liability for fraudulent misrepresentation, or for death or personal injury resulting from the Publisher's or The National Archives' negligence or the negligence of their agents, subcontractors and/or employees or third parties acting on behalf of the Publisher.

20 The Advertiser accepts that the Charges may be amended from time to time and will be payable at the rate in force at the time of invoicing unless otherwise agreed by the Publisher in writing. The Charges must be paid in full by the Advertiser in advance of publication unless other requirements of the Publisher in respect of the payment of such Charges (as determined from time to time) are notified to the Advertiser.

21 If the Advertiser wishes to make a complaint, all such complaints shall be submitted in writing to [customer.services@thegazette.co.uk](mailto:customer.services@thegazette.co.uk)

22 Save in respect of The National Archives (or any successor organisation), a person who is not a party to these Terms and

Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this does not affect any right or remedy of a party specified in these Terms and Conditions or which exists or is available apart from that Act.

23 These Terms and Conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

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(6 - 10 Related events will be charged at treble the single rate)	£0.00	£61.80	£174.75	£238.20	
If you are unsure how to price your notice then please contact belfast@thegazette.co.uk					
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