



THE GAZETTE

BELFAST GAZETTE

**CONTAINING ALL NOTICES PUBLISHED ONLINE
BETWEEN 27 DECEMBER 2017 AND 1 JANUARY
2018**

PRINTED ON 2 JANUARY 2018 | NUMBER 8011
PUBLISHED BY AUTHORITY | ESTABLISHED 1665
WWW.THEGAZETTE.CO.UK

Contents

State/

Royal family/

Parliament & Assemblies/

Honours & Awards/

Church/

Environment & infrastructure/2*

Health & medicine/

Other Notices/7*

Money/

Companies/8*

People/10*

Terms & Conditions/13*

* Containing all notices published online between 27
December 2017 and 1 January 2018

ENVIRONMENT & INFRASTRUCTURE

TRANSPORT

CIVIL AVIATION AUTHORITY

TRANSPORT ACT 2000

CHARGES FOR AIR SERVICES

SPECIFICATION BY THE CIVIL AVIATION AUTHORITY

THE CIVIL AVIATION AUTHORITY (NAVIGATION SERVICES CHARGES) SPECIFICATION 2018

TAKING EFFECT ON 1ST JANUARY 2018

The Civil Aviation Authority ("CAA"), in exercise of the powers conferred by sections 73, 74 and 75 of the Transport Act 2000 (a), hereby makes the following Specification:

Citation and commencement

1. This Specification may be cited as the Civil Aviation Authority (Navigation Services Charges) Specification 2018 and shall take effect on 1st January 2018.

Revocation

2. The Civil Aviation Authority (Navigation Services Charges) Specification 2017, which took effect on 1st January 2017, is revoked.

Interpretation

3. (1) In this Specification –

"NERL" means NATS (En Route) plc, a company incorporated in England and Wales with number 4129273 whose registered office is at 4000 Parkway, Whiteley, Fareham, Hants PO15 7FL;

"United Kingdom Air Pilot" means the document so entitled in force at the date of making this Specification and published under the authority of the CAA;

(2) Unless otherwise defined in this Specification and unless the context otherwise requires, expressions used in this Specification shall have the same respective meanings as in the Transport Act 2000 and the Air Navigation Order 2016 (b).

Charges for London Approach services

4. (1) Subject to the provisions of this Specification, the operator of every aircraft for which chargeable air services are provided by NERL in connection with an approach to any of London-Heathrow, London-Gatwick, London-Stansted, London-City and London-Luton aerodromes (whether or not the services are actually used or could be used with the equipment installed in the aircraft), shall pay to NERL a charge calculated according to the following formula:

$$r = TSU \times U$$

where **r** is the charge for the flight,

TSU is the terminal service unit relating to that flight, and

U is the unit rate of £13.25.

(2) For the purposes of paragraph 4(1) the terminal service unit relating to a flight shall be equal to the weight factor for the aircraft concerned. The weight factor, expressed as a figure taken to two decimal places, shall be the quotient, obtained by dividing by fifty the number of metric tons in the highest maximum certified take-off weight of the aircraft, to the power of 0.7.

(3) For the purposes of paragraph 4(2) the highest maximum certified take-off weight of the aircraft is the number of metric tons in the maximum certificated take-off weight of the aircraft as shown in the certificate of airworthiness or any equivalent official document provided by the aircraft operator. Where this weight is unknown, the weight of the heaviest aircraft of the same type known to exist shall be used. Where an aircraft has multiple certificated maximum take-off weights, the maximum one shall be used. Where an aircraft operator operates two or more aircraft which are different versions of the same type, the average of the maximum take-off weights of all his aircraft of that type shall be used for each aircraft of that type.

Charges for services provided in the Shanwick Oceanic Control Area

5. Subject to the provisions of this Specification, the operator of every aircraft (whether or not registered in the United Kingdom) which flies within the Shanwick Oceanic Control Area, as described in the United Kingdom Air Pilot on the date this Specification takes effect, and in respect of which a flight plan is communicated to the appropriate air traffic control unit in relation to its flight in that Area shall pay to NERL, for the chargeable air services made available by it in relation to that flight, a charge of £57.77.

Charges for services provided for North Sea helicopters

6. (1) Subject to the provisions of this Specification, the operator of every helicopter (whether or not registered in the United Kingdom) which flies within the area specified in sub-paragraph (2) of this paragraph while on a flight from any place in the United Kingdom to a vessel or an off-shore installation within the said area shall pay to NERL, for the chargeable air services made available by it in relation to that flight, a charge of £339.00.

(2) The area referred to in sub-paragraph (1) of this paragraph is the area bounded by straight lines joining successively the following points –

6300N 00500W; 632833N 000000EW; thence south along the UK Median Line to 5500N 00302E; 5500N 00100W; 5600N 00230W; 5740N 00230W; 5740N 00400W; 5830N 00400W; 5830N 00500W; 6300N 00500W.

(3) Subject to the provisions of this Specification, the operator of every helicopter (whether or not registered in the United Kingdom) which flies within the area specified in sub-paragraph (4) of this paragraph while on a flight from any place in the United Kingdom to a vessel or an off-shore installation within the said area shall pay to NERL, for the chargeable air services made available by it in relation to that flight, a charge of £148.00.

(4) The area referred to in sub-paragraph (3) of this paragraph is the area bounded by straight lines joining successively the following points –

5500N 00100W; 5500N 00300E; 5423N 00245E; 5256N 00309E; 5230N 00247E; 5226N 00137E; 5238N 00140E; 5251N 00124E; 5319N 00010E; 5500N 00100W.

Value Added Tax charge

7. For the purpose of reimbursing NERL in respect of value added tax payable on the provision of chargeable air services for which a charge is payable pursuant to this Specification there shall be charged an additional charge equal to the amount of such tax and the incidence of the first mentioned charge shall determine the incidence of the additional charge.

Circumstances in which charges are payable by the owner

8. If NERL is unable, after taking reasonable steps, to ascertain who is the operator, it may give notice to the owner of the aircraft that it will treat him as the operator for the purposes of this Specification until he establishes to the reasonable satisfaction of NERL that some other person is the operator; and from the time when the notice is given NERL shall be entitled, for so long as the owner is unable to establish as aforesaid that some other person is the operator, to treat the owner as if he were the operator, and for that purpose the provisions of this Specification (other than this paragraph) shall apply to the owner as if he were the operator.

By Order of the Civil Aviation Authority

C R Staples, Secretary and General Counsel, Civil Aviation Authority, CAA House, 45-59 Kingsway, London WC2B 6TE.

20 December 2017

EXPLANATORY NOTE

(This note is not part of the Specification)

1. This Specification revokes and replaces the Civil Aviation Authority (Navigation Services Charges) Specification 2017.

2. This Specification sets out the charges payable in connection with London Approach services provided by NATS (En Route) Plc ("NERL") in respect of five London airports: Heathrow, Gatwick, Stansted, City, Luton.

3. Charges in connection with such services are set at £13.25 for each terminal service unit (paragraph 4(1)).

4. The charge payable to NERL by the operator of an aircraft which flies within the Shanwick Oceanic Control Area and in respect of which a flight plan is communicated to the appropriate air traffic control unit is reduced from 59.01 to £57.77 (paragraph 5).

5. The charge payable to NERL by the operator of a helicopter which flies from any place in the United Kingdom to a vessel or an off-shore installation within the area of the Northern North Sea described in paragraph 6(2) reduced from £396 to £339 (paragraph 6(1)).

6. The charge payable to NERL by the operator of a helicopter which flies from any place in the United Kingdom to a vessel or an off-shore installation within the area of the Southern North Sea described in paragraph 6(4) is reduced from £151 to £148 (paragraph 6(3)).

(a) 2000 c.38.

(b) S.I. 2016/765. (2940279)

**CIVIL AVIATION AUTHORITY
TRANSPORT ACT 2000
CHARGES FOR AIR SERVICES
SPECIFICATION BY THE CIVIL AVIATION AUTHORITY
THE CIVIL AVIATION AUTHORITY (EUROCONTROL CHARGES)
SPECIFICATION 2018
TAKING EFFECT ON 1ST JANUARY 2018**

The Civil Aviation Authority ("CAA"), in exercise of the powers conferred by sections 73, 74, 75 and 78 of the Transport Act 2000(a), hereby makes the following Specification:

Citation and commencement

1. This Specification may be cited as the Civil Aviation Authority (Eurocontrol Charges) Specification 2018 and shall take effect on 1st January 2018.

Revocation

2. The Civil Aviation Authority (Eurocontrol Charges) Specification 2017 is hereby revoked.

Interpretation

3.-(1) In this Specification -

"AIP" in relation to a country other than the United Kingdom means a document in force at the date of the making of this Specification, entitled "Aeronautical Information Publication" or "AIP" and published under the authority of that country;

"Eurocontrol" has the meaning given by section 24 of the Civil Aviation Act 1982(b);

"FIR" means "Flight Information Region";

"specified airspace" means the airspace of a FIR described as set forth in columns (1) and (2) of the Schedule hereto;

"United Kingdom Air Pilot" means the document so entitled in force at the date of the making of this Specification and published under the authority of the CAA.

(2) Unless otherwise defined in this Specification expressions used in this Specification shall have the same meanings as in the Transport Act 2000.

Charge to be paid to Eurocontrol

4.-(1) Subject to the provisions of this Specification the operator of any aircraft (in whatsoever State it is registered) for which chargeable air services are made available in a specified airspace shall pay to Eurocontrol, in respect of each flight by that aircraft in that airspace, a charge for those services (hereinafter referred to as "the charge") at the appropriate rate calculated in accordance with paragraph 7 of this Specification.

(2) The operator of an aircraft shall not be required to pay any charge to Eurocontrol under this Specification in respect of a flight if he has previously paid to Eurocontrol in respect of that flight a charge of the same or a greater amount under the law of a country specified in column 1 of the Schedule hereto.

Circumstances in which charges are payable by the owner

5. Eurocontrol may use the ICAO designator or any other recognised designator in the identification of the flight to ascertain who the operator is. If Eurocontrol is unable, after taking reasonable steps, to ascertain who is the operator, it may give notice to the owner of the aircraft that it will treat him as the operator for the purposes of paragraph 4(1) until he establishes to the reasonable satisfaction of Eurocontrol that some other person is the operator; and from the time when the notice is given Eurocontrol shall be entitled, for so long as the owner is unable to establish as aforesaid that some other person is the operator, to treat the owner as if he were the operator, and for that purpose the provisions of this Specification (other than this paragraph) shall apply to the owner of the aircraft as if he were the operator.

Payment

6.-(1) The amount of the charge shall be payable to Eurocontrol at its principal office in Brussels and shall be paid in euros.

(2) The equivalent in sterling of the charge may be recovered in any court of competent jurisdiction in the United Kingdom.

(3) If the amount of the charge payable under paragraph 4(1) is not paid in cleared funds by the operator of the aircraft within 30 days of the date payment is demanded by Eurocontrol, interest calculated in accordance with sub-paragraph (4) below on the unpaid amount shall be paid from that day until the date when cleared funds are received by Eurocontrol.

(4) Interest payable under sub-paragraph (3) shall be simple interest calculated from day to day at the rate of 9.74%.

(5) Nothing in this Specification shall prevent Eurocontrol from accepting as a good discharge payment other than in euros or at places other than the principal office of Eurocontrol.

Calculation of the Charge

7.-(1) The charge shall be calculated in euros according to the following formula:

$$r = N \times U$$

where **r** is the charge for the flight, **N** is the number of service units relating to that flight and **U** is the appropriate unit rate specified in column 3 of the Schedule hereto in relation to the specified airspace through which the flight is made, increased or decreased as the case may be by the same percentage as the relevant national currency has increased or decreased against the euro as compared with the rate of exchange specified in column 4 of the said Schedule in relation to that airspace.

(2) For the purpose of the preceding sub-paragraph, the number of service units relating to a flight shall be calculated in accordance with the following formula:

$$N = d \times p$$

where **d** is the distance factor for the flight in the specified airspace in question and **p** is the weight factor for the aircraft concerned.

(3) For the purposes of the preceding sub-paragraph:

(a) the distance factor shall be the number of kilometres in the great circle distance between the points specified in sub-paragraph (4) of this paragraph minus 20 kilometres for each landing and take-off in the specified airspace in question, divided by 100 and expressed to two places of decimals, and

(b) the weight factor, subject to the provisions of sub-paragraphs (6) and (7) of this paragraph, shall be equal to the square root of the quotient obtained by dividing by 50 the number of metric tonnes of the maximum total weight authorised of the aircraft and shall be expressed to two places of decimals.

(4) The points referred to in sub-paragraph (3) of this paragraph are:

(a) the aerodrome of departure within the specified airspace in question or, if there is no such aerodrome, the point of entry into that airspace; and

(b) the aerodrome of first destination within the specified airspace in question or, if there is no such aerodrome, the point of exit from that airspace.

(5) For the purposes of the preceding sub-paragraph, the point of entry into the specified airspace in question and the point of exit from that airspace shall be the points at which the lateral limits of the said airspace are crossed by the route described in the flight plan communicated by or on behalf of the operator of the aircraft either to the appropriate air traffic control unit or to the Flow Management Unit of Eurocontrol with any modifications thereto subsequently made or approved by or on behalf of the operator.

(6) Subject to sub-paragraph (7) below, the weight factor for an aircraft of any type shall be calculated by reference to the maximum total weight authorised of the heaviest aircraft of that type.

(7) Where an operator has indicated to Eurocontrol, within the period of one year immediately preceding the flight, the composition of the fleet of aircraft which he operates and which includes two or more aircraft which are different versions of the same type of aircraft, the weight factor shall be calculated by reference to the average of the maximum total weight authorised of all his aircraft of that type so indicated to Eurocontrol.

(8) For the purposes of this paragraph the rate of exchange of the euro to a national currency shall be the average monthly rate of exchange of the euro to that national currency established by Eurocontrol for the month preceding the month during which the flight takes place.

Exempt Flights

8. This Specification shall not apply to the following flights:

(a) flights by military aircraft;

(b) flights made for the purposes of search and rescue operations;

(c) flights by aircraft of which the maximum total weight authorised is 5700kg or less made entirely in accordance with the Visual Flight Rules in the Single European Rules of the Air (SERA.5005 and SERA.5010)(c);

(d) flights terminating at the aerodrome from which the aircraft has taken off;

(e) flights other than the flights referred to in sub-paragraph (a) of this paragraph made exclusively for the purpose of the carriage on official business of a reigning Monarch or his immediate family, a Head of State, a Head of Government or a Government Minister;

(f) flights made exclusively for the purpose of checking or testing equipment used or intended to be used as aids to air navigation;

(g) flights made exclusively for the purpose of the instruction or testing of flight crew within the specified airspace of the United Kingdom;

(h) flights made by aircraft of which the maximum total weight authorised is less than two metric tonnes;

(i) flights made by helicopters between any point in the United Kingdom to a vessel or an off-shore installation within the area bounded by straight lines joining successively the following points- 6300N 00500W; 632833N 000000EW; thence south along the UK Median Line to 5500N 00302E; 5500N 00100W; 5600N 00230W; 5740N 00230W; 5740N 00400W; 5830N 00400W; 5830N 00500W; 6300N 00500W;

(j) flights made by helicopters between any point in the United Kingdom to a vessel or an off-shore installation within the area bounded by straight lines joining successively the following points- 5500N 00100W; 5500N 00300E; 5423N 00245E; 5256N 00309E; 5230N 00247E; 5226N 00137E; 5238N 00140E; 5251N 00124E; 5319N 00010E; 5500N 00100W.

Value Added Tax Charge

9. For the purposes of this Specification in respect of value added tax payable on the provision of chargeable air services for which a charge is payable pursuant to this Specification there shall be charged an additional charge equal to the amount of such tax and the incidence of the first mentioned charge shall determine the incidence of the additional charge.

By Order of the Civil Aviation Authority

C R Staples, Secretary and General Counsel, Civil Aviation Authority, CAA House, 45-59 Kingsway, London WC2B 6TE
20 December 2017

SCHEDULE Paragraphs 3(1), 4(2) and 7(1)

SPECIFIED AIRSPACES

(1) Charging zone	(2) Publication in which FIRs are described	(3) Unit Rate in euros	(4) Established at a Rate of exchange of
Albania	AIP Albania	49.11	1 euro = 133.209 ALL
Armenia	AIP Armenia	29.96	1 euro = 568.130AMD
Austria	AIP Austria	71.48	
Belgium and Luxembourg	AIP Belgique	67.79	
Bosnia and Herzegovina	AIP Bosnia and Herzegovina	40.68	1 euro = 1.95160BAM
Bulgaria	AIP Bulgaria	26.72	1 euro = 1.95529BGN
Croatia	AIP Croatia	44.91	1 euro = 7.46152HRK
Cyprus	AIP Cyprus	35.08	
Czech Republic	AIP Czech Republic	41.52	1 euro = 26.0558CZK
Denmark	AIP Denmark	59.74	1 euro = 7.43851DKK
Estonia	AIP Estonia	28.79	
Finland	AIP Finland	54.92	
France	AIP France (France Métropolitaine)	63.61	
Georgia	AIP Georgia	22.06	1 euro = 2.92792GEL
Germany	AIP Germany	67.20	
Greece	AIP Greece	31.60	
Hungary	AIP Hungary	32.79	1 euro = 308.190HUF

Ireland, Republic of	AIP Ireland	27.82	
Italy	AIP Italy	80.11	
Latvia	AIP Latvia	27.60	
Lithuania	AIP Lithuania	43.72	
Former Yugoslav Republic of Macedonia	AIP FYROM	51.76	1 euro = 61.2533MKD
Malta	AIP Malta	16.02	
Moldova	AIP Moldova	56.90	1 euro = 20.9452MDL
Netherlands	AIP Netherlands	58.83	
Norway	AIP Norway	45.60	1 euro = 9.32847NOK
Poland	AIP Poland	42.68	1 euro = 4.27093PLN
Portugal: Lisbon	AIP Portugal	36.97	
Portugal: Santa Maria		9.52	
Romania	AIP Romania	32.61	1 euro = 4.59632RON
Serbia/ Montenegro/ KFOR	AIP Serbia- Montenegro	32.75	1 euro = 119.165RSD
Slovakia	AIP Slovakia	51.66	
Slovenia	AIP Slovenia	61.84	
Spain: Continental	AIP España	69.67	
Spain: Canaries		56.74	
Sweden	AIP Sweden	59.15	1 euro = 9.53139SEK
Switzerland	AIP Switzerland	98.77	1 euro = 1.14557CHF
Turkey	AIP Turkey	26.95	1 euro = 4.135255TRL
United Kingdom	United Kingdom Air Pilot*	67.18	1euro =0.894200GBP

* Excluding Shanwick FIR

EXPLANATORY NOTE

(This note is not part of the Specification)

This Specification revokes and replaces the Civil Aviation Authority (Eurocontrol Charges) Specification 2017.

The Secretary of State for Transport, in pursuance of tariffs approved under the Eurocontrol Convention (Cmnd. 8662) and under the Multilateral Agreement relating to Route Charges concluded at Brussels on 12th February 1981 (Cmnd. 8662) (being international agreements to which the United Kingdom is a party) has determined rates of charges, as specified in the Specification, payable to Eurocontrol in respect of chargeable air services provided for aircraft. The unit rates in euros set out in the Schedule are calculated by reference to the costs of provision of en-route navigation services in the participating countries in the Eurocontrol charges system, the amount of traffic using each country's airspace and the relationship of each country's currency to the euro over a period agreed by Ministers of the participating countries. The interaction of these elements varies in each country. In calculating the revised charges the average of the exchange rates between the euro and the currencies of the participating countries obtaining in the month of September 2017 has been used.

The interest rate payable is reduced to 9.74% (paragraph 6(4)).

The United Kingdom Air Pilot and the Foreign Aeronautical Information publications referred to in the Specification can be purchased from Tangent Limited, 37 Windsor Street, Cheltenham, Glos GL52 2DG and can be inspected at major aerodromes in the United Kingdom.

The office of Eurocontrol is at Rue de la Fusée, 96 B-1130, Brussels. Eurocontrol's Conditions of Application of the Route Charges System and Conditions of Payment can be found at:

<http://publish.eurocontrol.int/sites/default/files/content/documents/route-charges/reference-documents/201106-conditions-of-application-of-the-route-charges-system-and-conditions-of-payment.pdf>

(a) 2000 c.38.

(b) 1982 c.16.

(c) Commission Regulation (EU) No.923/2012 laying down the common rules of the air and operational provisions regarding services and procedures in air navigation and amending Regulations (EC) No. 1035/2011, (EC) 1265/2007, (EC) No.1794/2006, (EC) No.730/2006, (EC) No.1033/2006 and (EU) No.255/2010. (2940278)

CIVIL AVIATION AUTHORITY

TRANSPORT ACT 2000

CHARGES FOR AIR SERVICES

SPECIFICATION BY THE CIVIL AVIATION AUTHORITY

THE CIVIL AVIATION AUTHORITY (DENMARK AND ICELAND CHARGES) SPECIFICATION 2018

TAKING EFFECT ON 1ST JANUARY 2018

The Civil Aviation Authority ("CAA"), in exercise of the powers conferred by sections 73, 74, 75 and 79 of the Transport Act 2000(a), hereby makes the following Specification:

Citation and commencement

1. This Specification may be cited as the Civil Aviation Authority (Denmark and Iceland Charges) Specification 2018 and shall take effect on 1st January 2018.

Revocation

2. The Civil Aviation Authority (Denmark and Iceland Charges) Specification 2017 is hereby revoked.

Interpretation

3.-(1) In this Specification –

"NSL" means NATS (Services) Limited, a company incorporated in England and Wales with number 4129270 whose registered office is at 4000 Parkway, Whiteley, Fareham, Hampshire, PO15 7FL.

(2) Unless otherwise defined in this Specification and unless the context otherwise requires, expressions used in this Specification shall have the same respective meanings as in the Transport Act 2000 and the Air Navigation Order 2009(b).

Charges for services provided by the Governments of Denmark and Iceland

4.-(1) In respect of each crossing between Europe and North America by an aircraft, wherever registered, in the course of which the aircraft is at any time north of the 45th parallel North between the meridians of 15° West and 50° West, the operator of the aircraft shall, upon completion of the crossing, pay to NSL a charge of £45.42 computed as follows:

in respect of chargeable air services provided by the Government of Denmark for such crossings £9.24.

in respect of chargeable air services provided by the Government of Iceland for such crossings £36.18.

(2) If an aircraft, wherever registered, without making a crossing between Europe and North America, makes one of the following crossings, that is to say between Greenland and Canada, Greenland and the United States of America, Greenland and Iceland or Iceland and Europe, the operator of the aircraft shall pay to NSL in respect of each crossing upon completion thereof, one third of the amount of the charges specified in sub-paragraph (1).

(3) If an aircraft, wherever registered, without making a crossing between Europe and North America, makes one of the following crossings, that is to say between Greenland and Europe, Iceland and Canada or Iceland and the United States of America, the operator of the aircraft shall pay to NSL in respect of each crossing upon completion thereof, two thirds of the amount of the charges specified in sub-paragraph (1).

(4) If an aircraft, wherever registered, without making a crossing for which a charge is specified in sub-paragraph (1), (2) or (3), makes a crossing

(a) between any point and Europe, or

(b) between any point and Iceland

in the course of which the aircraft does not cross the coast of North America but does cross the meridian of 30° West north of the 45th parallel North, the operator shall pay to NSL in respect of each crossing upon completion thereof, one third of the amount of the charges specified in sub-paragraph (1).

(5) If an aircraft, wherever registered, flies within the Reykjavik and Sondre Stromfjord FIRs, the operator of the aircraft shall pay to NSL the following charges in addition to the charges set out in paragraphs 4(1) to 4(4) above –

(a) in respect of chargeable air services provided by the Government of Denmark a charge of £1.16 per unit of 100 km flown in the Reykjavik and Sondre Stromfjord FIRs; and

(b) in respect of chargeable air services provided by the Government of Iceland a charge of £16.32 per unit of 100 km flown in the Reykjavik and Sondre Stromfjord FIRs; and

(c) in respect of a flight which does not exceed FL285 in the Reykjavik and Sondre Stromfjord FIRs and in respect of a flight to or from any aerodrome in Greenland the charge specified in paragraphs 4(5)(a) and (b) shall be reduced by half.

(6) For the purposes of this Specification –

(a) a crossing shall be counted whether or not the aircraft takes off or lands in the areas mentioned;

(b) "Europe" shall not include Iceland or the Azores.

Circumstances in which charges are payable by the owner

5. If NSL is unable, after taking reasonable steps, to ascertain who is the operator, it may give notice to the owner of the aircraft that it will treat him as the operator for the purposes of this Specification until he establishes to the reasonable satisfaction of NSL that some other person is the operator; and from the time when the notice is given NSL shall be entitled, for so long as the owner is unable to establish as aforesaid that some other person is the operator, to treat the owner as if he were the operator, and for that purpose the provisions of this Specification (other than this paragraph) shall apply to the owner as if he were the operator.

Interest on late payment

6.-(1) If the amount of the charge payable under paragraph 4 is not paid in cleared funds by the operator of the aircraft within 30 days of the date payment is demanded by NSL, interest calculated in accordance with sub-paragraph (2) below on the unpaid amount shall be paid from that day until the date when cleared funds are received by NSL.

(2) Interest payable under sub-paragraph (1) shall be simple interest calculated from day to day at the rate of 9.74%

Disposal by NSL of charges received under the Specification

7.-(1) Subject to sub-paragraphs (2) and (3) of this paragraph, NSL shall remit to the Governments of Denmark and Iceland such sums as it may receive under this Specification in respect of chargeable air services provided respectively by those Governments.

(2) With respect to those charges provided for in paragraphs 4(1) to (4) above, NSL shall deduct from the sums so received a sum of 1.23% thereof and shall remit this sum to the International Civil Aviation Organisation in respect of chargeable air services provided by that Organisation.

(3) With respect to those charges provided for in paragraphs 4(1) to (4) above, NSL shall deduct from the sums so received a sum not exceeding 1.59% thereof and shall remit this sum to the International Civil Aviation Organisation in respect of the North Atlantic height monitoring system Reduced Vertical Separation Minima (RVSM) user charge.

(4) With respect to those charges provided for in paragraphs 4(1) to (4) above, NSL may deduct from the sums so received and may retain as a fee a sum not exceeding 1.25% thereof.

By Order of the Civil Aviation Authority

C R Staples, Secretary and Legal Adviser, Civil Aviation Authority, CAA House, 45-59 Kingsway, London WC2B 6TE.

20 December 2017

EXPLANATORY NOTE

(This note is not part of the Specification)

This Specification revokes and replaces the Civil Aviation Authority (Denmark and Iceland Charges) Specification 2017.

The element of the charge payable in respect of air navigation services provided by the Government of Denmark is reduced from £9.87 to £9.24. The element of the charge payable in respect of air navigation services provided by the Government of Iceland is increased from £31.83 to £36.18. The total charge payable in respect of crossings between Europe and North America is thus increased from £41.70 to £45.42 (paragraph 4(1)).

There are further charges (paragraph 4(5)) in addition to those stated above as follows:

(a) in respect of chargeable air services provided by the Government of Denmark the charge per unit of 100 km flown in the Reykjavik and Sondre Stromfjord FIRs is increased from £0.89 to £1.16; and

(b) in respect of chargeable air services provided by the Government of Iceland the charge per unit of 100 km flown in the Reykjavik and Sondre Stromfjord FIRs is increased from £12.46 to £16.32; and

(c) in respect of flights which do not exceed FL285 within the Reykjavik and Sondre Stromfjord FIRs and in respect of all flights to or from aerodromes in Greenland, the charges set out at paragraphs (a) and (b) above shall be reduced by half.

The interest rate payable is reduced from 9.88% to 9.74% (paragraph 6(2)).

The charges are payable in pursuance of the Agreements on the Joint Financing of certain Air Navigation Services respectively in Greenland and the Faroe Islands and in Iceland, opened for signature in Geneva on 25th September 1956 (Cmnd. Nos. 677 and 678) as amended by the Protocols opened for signature at Montreal on 3rd November 1982 (Cmnd. Nos. 8844 and 8845) and as amended in 2008 pursuant to an ICAO State Letter IND/07/13 dated 12 July 2007.

In consequence of a decision of the Council of the International Civil Aviation Organisation the sum which is to be deducted by NSL from the charges received and remitted to that Organisation in respect of chargeable air services provided by it is reduced from 1.34% to 1.23% (paragraph 7(2)). Additionally, the Council has established (pursuant to Article VI of the Arrangement on the Joint Financing of a North Atlantic Height Monitoring System) that the NAT RVSM user charge for the year 2018 is £0.72 per aircraft crossing. This figure is expressed as a percentage of the charge payable pursuant to paragraph 4 (paragraph 7(3)).

The charges are required to be remitted to the Governments of Denmark and Iceland subject to the deduction of a fee not exceeding 1.25% for NSL's expenses in billing and collection (paragraph 7(4)).

(a) 2000 c.38.

(b) S.I. 2009/3015. (2940280)

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.

(2940180)

COMPANIES

Corporate insolvency

Creditors' voluntary liquidation

FINAL MEETINGS

OAKLEAF TRADING LIMITED

(IN LIQUIDATION)

(Company Number NI073489)

Registered office: 198 Legavallon Road, Dungiven, Londonderry, BT47 4QW

Principal trading address: 198 Legavallon Road, Dungiven, Londonderry, BT47 4QW

NOTICE CONVENING FINAL MEETING OF MEMBERS AND CREDITORS PURSUANT TO ARTICLE 92 OF THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

NOTICE IS HEREBY GIVEN that the final meetings of members and of creditors of Oakleaf Trading Limited will be held at the offices of HJS Recovery, Forsyth House, Cromac Street, Belfast BT2 8LA on 31 January 2018 at 11:30 am and 11:45 am respectively, for the purpose of having an account laid before them by the liquidator (pursuant to Article 92 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 Joint 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 HJS Recovery, 12-14 Carlton Place, Southampton SO15 2EA by no later than 12.00 noon on 30 January 2018.

DATED THIS 18TH DAY OF DECEMBER 2017

Stephen Powell FCCA MABRP

Joint Liquidator (9561)

Appointed as Joint Liquidator of Oakleaf Trading Limited together with *Gordon Johnston* 8616 both of HJS Recovery, 12-14 Carlton Place, Southampton SO15 2EA on 17 February 2016.

Any queries to be directed to *Michael Hall* on 02380 234222 (2940093)

Liquidation by the Court

PETITIONS TO WIND-UP

In the HIGH COURT OF JUSTICE, NORTHERN IRELAND
No 119415 of 2017

In the Matter of **CLANCY'S GARAGE LTD**

(Company Number NI614683)

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

A petition to wind up the above-named company of 22 Railway Street, Belcoo, Enniskillen, County Fermanagh, BT93 5FJ presented on 20 November 2017 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 11 January 2018

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 10 January 2018.

Crown Solicitor for Northern Ireland

Crown Solicitors Office, Royal Courts of Justice Chichester Street Belfast BT1 3JY

28/12/17

(2940188)

In the HIGH COURT OF JUSTICE, NORTHERN IRELAND
No 121401 of 2017

In the Matter of **CULLEN HIRE LIMITED**

(Company Number NI605856)

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

A petition to wind up the above-named company of 6 Rock Road, Lisburn, County Antrim, BT28 3TF presented on 24 November 2017 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 11 January 2018

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 10 January 2018.

Crown Solicitor for Northern Ireland

Crown Solicitors Office, Royal Courts of Justice Chichester Street Belfast BT1 3JY

28/12/17

(2940184)

In the HIGH COURT OF JUSTICE, NORTHERN IRELAND
No 106142 of 2017

In the Matter of **DELGRANGE SOLUTIONS LTD**

(Company Number NI623156)

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

A petition to wind up the above-named company of 32 Lawrence Hill, Londonderry, BT48 7NJ presented on 19 October 2017 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 11 January 2018

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 10 January 2018.

Crown Solicitor for Northern Ireland

Crown Solicitors Office, Royal Courts of Justice Chichester Street Belfast BT1 3JY

28/12/17

(2940185)

In the HIGH COURT OF JUSTICE, NORTHERN IRELAND
No 121403 of 2017

In the Matter of **KAREN FOX SOLICITORS LIMITED**

(Company Number NI612071)

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

A petition to wind up the above-named company of 3a Antrim Road, Belfast, County Antrim, BT15 2BE presented on 24 November 2017 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 11 January 2018

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 10 January 2018.

Crown Solicitor for Northern Ireland

Crown Solicitors Office, Royal Courts of Justice Chichester Street Belfast BT1 3JY

28/12/17

(2940183)

In the HIGH COURT OF JUSTICE NORTHERN IRELAND
CHANCERY DIVISION (COMPANIES WINDING UP) No 107469 of 2017

In the Matter of **LAVERTY PROPERTIES LIMITED**

(Company Number NI032559)

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

A petition to wind up the above-named company having its registered office situate at 232 Frosses Road, Cloughmills, Ballymena, BT44 9PU presented on 23 October 2017 by DAVID WILLIAM JOHN McLEAN of Baker Tilly Mooney Moore, 17 Clarendon Road, Clarendon Dock, Belfast BT1 3BG, Supervisor of the Company Voluntary Arrangement, will be heard at The Royal Courts of Justice, Chichester Street, Belfast BT1 3JE,

Date 11 January 2018

Time 10:00 am

(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 his/its solicitor in accordance with Rule 4.016 by 16.00 hours on Wednesday 10 January 2018.

The petitioner's solicitor is: DWF (NI) LLP, 42 Queen Street, Belfast, BT1 6HL.

28 December 2017

(2940092)

In the HIGH COURT OF JUSTICE, NORTHERN IRELAND

No 119306 of 2017

In the Matter of **ULTIMATE GLOBAL LEISURE LTD**

(Company Number NI618444)

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

A petition to wind up the above-named company of 715 Lisburn Road, Belfast, County Antrim, BT9 7GU presented on 20 November 2017 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 11 January 2018

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 10 January 2018.

Crown Solicitor for Northern Ireland

Crown Solicitors Office, Royal Courts of Justice Chichester Street Belfast BT1 3JY

28/12/17

(2940182)

Members' voluntary liquidation

FINAL MEETINGS

THE INSOLVENCY (NI) ORDER 1989

W & V BROWN & COMPANY LTD

Previous Name of Company: ORBY ENGINEERING LTD

(Company Number NI002471)

In Members Voluntary Liquidation

Notice is hereby given pursuant to Article 80 of the Insolvency (NI) Order 1989, that the final meeting of members of the above named Company will be held at the offices of McKeague Morgan & Company, 27 College Gardens, Belfast BT9 6BS on Wednesday 31st January 2018 commencing at 11:00 a.m., for the purposes of having accounts laid before the members showing how the winding-up has been conducted and the property of the Company disposed of, and hearing any explanation that may be given by the Liquidator.

A member entitled to attend and vote at the meeting may appoint a proxy, who need not be a member, to attend and vote instead of him/her.

I confirm that all known creditors have been paid in full.

N McKeague, Liquidator

Dated this 29th December 2017

(2940181)

Partnerships

PETITIONS TO WIND-UP

In the HIGH COURT OF JUSTICE, NORTHERN IRELAND

No 123658 of 2017

IVAN LAPSLEY AND JENNIFER LAPSLEY

the Partnership

And In the Matter of THE INSOLVENT PARTNERSHIPS ORDER (NORTHERN IRELAND) 1995

A Petition to wind up Ivan Lapsley and Jennifer Lapsley at 189 Irish Green Street, Limavady, BT49 9AR which business is that of a Grocers and Petrol Station presented on 30 November 2017 by the COMMISSIONERS OF HER MAJESTY'S REVENUE & CUSTOMS, 100 Parliament Street, London, SW1A 2BQ claiming to be a creditor of the partnership will be heard at the Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE

on: Thursday

Date: 11 January 2018

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 in support or opposition) must give notice of intention to do so to the petitioners or their solicitor in accordance with Rule 4.016 of the Insolvency Rules (Northern Ireland) 1991 by 1600 hours on 10 January 2018.

Crown Solicitor for Northern Ireland

Crown Solicitors Office, Royal Courts of Justice Chichester Street Belfast BT1 3JY

28/12/17

(2940186)

In the HIGH COURT OF JUSTICE IN NORTHERN IRELAND

CHANCERY DIVISION (COMPANIES WINDING UP) No 119238 of 2017

TULLY & CO PROFESSIONAL PARTNERSHIP LLP

(Registered No. NC001019)

Trading as: TULLY CLEMENTS SOLICITORS

And In the Matter of THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

A petition to wind up the above-named company of Twisel River Studios, 18 High Street, Holywood, Belfast, BT18 9AD presented on 20 November 2017 by JOHN MORGAN & SONS LIMITED trading as Morgan Document Security with a registered office at Removal House, 30 Island Street, Belfast, BT4 1DH

Claiming to be a creditor of the company will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JF

Date Thursday 11 January 2018

Time 10:00am

(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 his/its solicitor in accordance with Rule 4.016 by 16.00 hours on 10 January 2018

The petitioner's solicitor is Tughans, Marlborough House, 30 Victoria Street, Belfast, BT1 3GG

Ref: NBCB/GC/7MOR1920

(2940187)

PEOPLE

Wills & probate

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.

Name of Deceased (Surname first)	Address, description and date of death of Deceased	Names addresses and descriptions of Persons to whom notices of claims are to be given and names, in parentheses, of Personal Representatives	Date before which notice of claims to be given
WYLIE , ROBERT ASHLEY	44 Craigs Road, Cullybackey, County Antrim, BT42 1PF. 9 December 2016	ANDERSON, AGNEW & CO., Solicitors for the Personal Representative, 14 Mill Street, BALLYMENA, BT43 5AE	1 March 2018 (2940091)

Place a deceased estates notice online

Place a notice in both a local newspaper and online in The Gazette in one easy step. Simply register or login to your Gazette account and complete the online notice placement form.

Benefits include:

- A cost effective service
- A quick and easy process
- An efficient link to your billing account
- The comfort that you are ensuring due diligence for your client
- A notice which is prominently recorded in the UK's official public record, easily accessible online and nationwide



To place a notice visit
www.thegazette.co.uk/wills-and-probate/place-a-deceased-estates-notice



10266 6/16



Your Gazette company profile on the official public record

Own your company profile.
Register your interest today!

www.thegazette.co.uk

10266 6/16

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.

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 (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 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

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.

All communications on the business of The Belfast Gazette should be addressed to
The Belfast Gazette, TSO Ireland, 19a Weavers Court, Weavers Court Business Park, Linfield Road,
Belfast, BT12 5GH
Telephone: +44 (0)28 9089 5135 Fax: +44 (0)28 9023 5401
Email: belfast@thegazette.co.uk



AUTHORISED SCALE OF CHARGES **From 1 January 2018**

All charges are exclusive of VAT at the prevailing rate, currently 20%

No VAT is payable on printed copies

		Public sector placing mandatory notices or state notices		All other advertisers	
		XML, webform, Gazette template	Other	XML, webform, Gazette template	Other
		Ex VAT	Ex VAT	Ex VAT	Ex VAT
Corporate and Personal Insolvency Notices		£0.00	£21.90	£62.15	£84.60
1	(2 - 5 Related Companies/Individuals charged at double the single rate)	£0.00	£43.80	£124.30	£169.20
	(6 - 10 Related Companies charged at treble the single rate)	£0.00	£65.70	£186.45	£253.80
[Pursuant to the Insolvency Act 1986, the Insolvency Rules 1986, Companies (Forms) (Amendment) Regulations 1987 and any subsequent amending legislation]					
2	Deceased Estates Notices Pursuant to s.28 Trustee Act (Northern Ireland) 1958			£62.15	£84.60
	All other Notices - charged by event	£0.00	£21.90	£62.15	£84.60
3	(2 - 5 Related events will be charged at double the single rate)	£0.00	£43.80	£124.30	£169.20
	(6 - 10 Related events will be charged at treble the single rate)	£0.00	£65.70	£186.45	£253.80
If you are unsure how to price your notice or your notice contains more than 40 events please contact belfast@thegazette.co.uk					
4	Offline proofing		£38.40		£38.40
5	Late advertisements - accepted after 3pm, one day prior to publication		£38.40		£38.40
6	Withdrawal of Notices - after 3pm, one day prior to publication		£21.90	£62.15	£84.60
7	Other services				
	A brand, logo, map, signature image	£54.90	£54.90	£56.50	£56.50
	Forwarding service for Deceased Estates	£54.90	£54.90	£56.50	£56.50
	Newspaper placement for Deceased Estates (webform and template only)	£185.00		£185.00	
	Redaction of information within a published notice	£186.55	£186.55	£186.55	£186.55
	Reinsertion of notice	£21.90	£21.90	£62.15	£84.60

- A single edition of the printed copy is available to notice placers for £1.80 and non-notice placers for £3.60 (VAT exempt)
 - An annual subscription to the printed copy is available to notice placers for £91.80 and non-notice placers for £183.60 (VAT exempt)
 - An annual subscription to the pdf copy is available to all customers for £112.50 (plus VAT)
 - A commemorative edition of this issue, or any past issue of The Gazette, is available for £70.00 (VAT exempt)
 - Take advantage of The Gazette's research service: £30.00 for an individual/company name
- For more information or to purchase a subscription or a commemorative edition, please telephone +44 (0)333 200 2434 or email customer.services@thegazette.co.uk, or visit www.thegazette.co.uk/shop
- For more information and pricing for our data feeds services please telephone +44 (0)1603 696701 or email data@thegazette.co.uk



part of Williams Lea Tag

Published by TSO (The Stationery Office), part of Williams Lea Tag,
and available from:

Online

www.tsoshop.co.uk

Mail, Telephone, Fax & E-mail

TSO
PO BOX 29, Norwich, NR3 1GN
Telephone orders/General enquiries: +44 (0)333 202 5070
Fax orders: +44 (0)333 202 5080
E-mail: customer.services@tso.co.uk
Textphone: +44 (0)333 202 5077

TSO@Blackwell and other Accredited Agents

