



THE GAZETTE

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December 2019

ENVIRONMENT & INFRASTRUCTURE

WATER

**THE DEPARTMENT FOR INFRASTRUCTURE
NOTICE OF PROPOSED DRAINAGE WORKS NOT LIKELY TO
HAVE SIGNIFICANT EFFECTS ON THE ENVIRONMENT
FÓGRA FAOI OIBREACHA DRAENÁLA MOLTA NACH DÓCHA GO
MBEIDH ÉIFEACHTAÍ SUNTASACHA ACU AR AN GCOMHSHAOL
RIVER FOYLE FLOOD DEFENCE REHABILITATION WORKS**

The Department for Infrastructure hereby gives notice, in pursuance of Article 21 of the Drainage (Northern Ireland) Order 1973 (as amended), that it proposes to carry out minor works to replace a structure within the flood bank located on the River Foyle at the end of Drumenny lane, Burndennett. The proposed works to replace an existing defective flap valve on a 600mm diameter culvert outlet that will include the construction of a new outfall headwall, flap valve and associated access steps.

The drainage works will reduce flood risk to infrastructure and businesses in the surrounding area and also reduce the risk to the safety of operatives involved in the future maintenance of the structure.

An Environmental Scoping exercise has been completed for these works. Having taken account of the characteristics of the proposed works, their location and potential impacts, the Department considers that they are not likely to have significant effects on the environment and does not intend to prepare an Environmental Statement.

In accordance with Article 8 of the Drainage (Environmental Impact Assessment) Regulations (Northern Ireland) any person may make representations in writing to the Department at the address given below in relation to the environmental effects of the proposed drainage works. Representations may also be made by persons who consider that their interests will be prejudicially affected by the works. The closing date for receipt of representations is the **23rd January 2020**.

Any representations should be sent to: **DfI Rivers, Omagh Western Regional Office 3a St Julians Road Lisnamallard, Omagh BT79 7HQ** (3460809)

Roads & highways

ROAD RESTRICTIONS

**DEPARTMENT FOR INFRASTRUCTURE
STATUTORY RULE
ABANDONMENT - GALWAY DRIVE, BELFAST**

The Department for Infrastructure has made a Statutory Rule entitled "The Galway Drive, Belfast (Abandonment) Order (Northern Ireland) 2019", (S.R. 2019 No. 239), which comes into operation on 24th January 2020.

The Rule will abandon 174 square metres of grass verge at Galway Drive, Belfast.

Copies of the Rule may be obtained from Room 301, Clarence Court, 10-18 Adelaide Street, Belfast or viewed online at <http://www.legislation.gov.uk/nisr> (3460813)

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. (3460807)

DEPARTMENT OF JUSTICE SECTIONS 52(1) AND 53A OF THE JUDICATURE (NORTHERN IRELAND) ACT 1978

The Crown Court Rules Committee has made a Statutory Rule entitled "The Crown Court (Amendment) Rules (Northern Ireland) 2019", (S.R. 2019 No. 233), which comes into operation on exit day.

The Rules amend the Crown Court Rules (Northern Ireland) 1979 (S.R. 1979 No. 90) to remove provisions on the procedure for preliminary references to the Court of Justice of the European Union, in consequence of the United Kingdom's withdrawal from the European Union.

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

(3460801)

DEPARTMENT OF JUSTICE ARTICLE 12 OF THE FAMILY LAW (NORTHERN IRELAND) ORDER 1993

The Family Proceedings Rules Committee has made a Statutory Rule entitled "The Family Proceedings (Amendment) Rules (Northern Ireland) 2019", (S.R. 2019 No. 235), which comes into operation on exit day.

The Rules amend the Family Proceedings Rules (Northern Ireland) 1996 (S.R. 1996 No. 322) to address deficiencies arising from the United Kingdom's withdrawal from the European Union.

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

(3460802)

DEPARTMENT OF JUSTICE ARTICLE 47 OF THE COUNTY COURTS (NORTHERN IRELAND) ORDER 1980

The County Court Rules Committee has made a Statutory Rule entitled "The County Court (Amendment) Rules (Northern Ireland) 2019", (S.R. 2019 No. 234), which comes into operation on exit day.

The Rules amend the County Court Rules (Northern Ireland) 1981 (S.R. 1981 No. 225) to address deficiencies arising from the United Kingdom's withdrawal from the European Union.

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

(3460805)

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 18/12/2019 AND REGISTERED ON 20/12/2019.

NI038284 8OVER8 LIMITED

HELEN SHILLIDAY

REGISTRAR OF COMPANIES

(3460806)

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 18/12/2019 AND REGISTERED ON 20/12/2019.

NI613179 JM MOTOR SALVAGE LIMITED

HELEN SHILLIDAY

REGISTRAR OF COMPANIES

(3460814)

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 17/12/2019 AND REGISTERED ON 20/12/2019.

NI045887 VXCZ LIMITED

HELEN SHILLIDAY

REGISTRAR OF COMPANIES

(3460816)

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 19/12/2019 AND REGISTERED ON 20/12/2019.

NI044904 L M GLAZING LIMITED

HELEN SHILLIDAY

REGISTRAR OF COMPANIES

(3460796)

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 17/12/2019 AND REGISTERED ON 20/12/2019.

NI000912 F. DOWLER LIMITED

HELEN SHILLIDAY

REGISTRAR OF COMPANIES

(3460797)

HM REVENUE AND CUSTOMS THE DOUBLE TAXATION RELIEF AND INTERNATIONAL TAX ENFORCEMENT (COLOMBIA) ORDER 2018 (SI. 2018 NO. 377) UK/COLOMBIA DOUBLE TAXATION CONVENTION

The Convention between the UK and Colombia, which was signed on 2 November 2016 in London, entered into force on 16 December 2019. The text of the Double Taxation Convention has been published as the Schedule to the Double Taxation Relief and International Tax Enforcement (Colombia) Order 2018 (Statutory Instrument 2018 No.377), copies of which can be obtained from The Stationery Office. The text of the Order can also be accessed on the Internet at <http://www.legislation.gov.uk/>. The provisions take effect in the UK from 1 January 2020 for withholding taxes, from 1 April 2020 for corporation tax, from 6 April 2020 for income tax and capital gains tax and in Colombia, from 1 January 2020 for taxes withheld at source and 1 January 2020 for other taxes. Article 24 (Mutual Agreement Procedure) is effective in both United Kingdom and Colombia from 16 December 2019. Article 25 (Exchange of Information) and Article 26 (Assistance in the collection of taxes) are effective in both United Kingdom and Colombia from 16 December 2019, without regard to the taxable year or chargeable period to which the matter relates.

(3460810)

DEPARTMENT OF JUSTICE ARTICLE 13 OF THE MAGISTRATES' COURTS (NORTHERN IRELAND) ORDER 1981, ARTICLE 165 OF THE CHILDREN (NORTHERN IRELAND) ORDER 1995 AND SECTION 48 OF THE CIVIL JURISDICTION AND JUDGMENTS ACT 1982

The Magistrates' Courts Rules Committee has made a Statutory Rule entitled "The Magistrates' Courts (Miscellaneous Amendments) Rules (Northern Ireland) 2019", (S.R. 2019 No. 238), which comes into operation on exit day.

The Rules amend the Magistrates' Courts (Civil Jurisdiction and Judgments Act 1982) Rules (Northern Ireland) 1986 (S.R. 1986 No. 359) and the Magistrates' Courts (Children (Northern Ireland) Order 1995) Rules (Northern Ireland) 1996 (S.R. 1996 No. 323) in consequence of provisions in statutory instruments made under section 8(1) of the European Union (Withdrawal) Act 2018 (c.16).

The Rules omit provision referring to:

— Regulation (EC) No. 4/2009 (known as "the Maintenance Regulation") in the Magistrates' Courts (Civil Jurisdiction and Judgments Act 1982) Rules (Northern Ireland) 1986; and

– Regulation (EC) No. 2201/2003 (referred to as “the Council Regulation” but also known as “Brussels IIa”) in the Magistrates’ Courts (Children (Northern Ireland) Order 1995) Rules (Northern Ireland) 1996

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

(3460812)

**DEPARTMENT OF JUSTICE
SECTIONS 55 AND 55A OF THE JUDICATURE (NORTHERN IRELAND) ACT 1978 AND SECTION 48 OF THE CIVIL JURISDICTION AND JUDGMENTS ACT 1982**

The Northern Ireland Court of Judicature Rules Committee has made a Statutory Rule entitled “The Rules of the Court of Judicature (Northern Ireland) (Amendment) 2019”, (S.R. 2019 No. 237), which comes into operation on exit day except Rules 3(4)(b), 3(5)(f), 3(11)(c) (iii) to 3(11)(k), 3(17)(a) and 3(17)(c)(iii) which will come into operation on 13th January 2020.

The Rules amend the Rules of the Court of Judicature (Northern Ireland) 1980 (S.R. 1980 No.346) in order to:

- address failures of retained EU law to operate effectively, arising from the withdrawal of the United Kingdom from the European Union;
- provide the procedural rules for proceedings under the Convention on Choice of Court Agreements concluded on 30th June 2005 at the Hague; and
- update outmoded references relating to competition proceedings.

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

(3460799)

COMPANIES

TAKEOVERS, TRANSFERS & MERGERS

In the Court of Session, Scotland
NATWEST MARKETS PLC
and
NATWEST MARKETS N.V.

NOTICE IS HEREBY GIVEN that, on 20th December 2019, the Court of Session in Edinburgh (the "**Court**") pronounced an order (the "**Order**"), under *inter alia* section 112(1)(d) of the Financial Services and Markets Act 2000, in relation to the banking business transfer scheme ("**the Scheme**"), which is under Part VII of that Act, which was sanctioned on 22nd February 2019 and under which the EEA customer business of NatWest Markets Plc is being transferred to NatWest Markets N.V. The Order gave the Court's consent, in accordance with paragraph 28.3 of the Scheme, to 31st December 2020 being the latest date by which the Scheme may become effective in respect of an EEA Counterparty (as defined in the Scheme).

Copies of the Order and the Scheme, as amended by the Order, are available, free of charge, at nwm.com/brexit, or, on request, from NatWest Markets Plc at 250 Bishopsgate, London, EC2M 4AA.

CMS Cameron McKenna Nabarro Olswang LLP, Solicitors to NatWest Markets Plc and NatWest Markets N.V.

27 December 2019

(3460811)

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)
CR-2019-007461**

**IN THE MATTER OF
SCOR UK COMPANY LIMITED**

-and-

**IN THE MATTER OF
R&Q GAMMA COMPANY LIMITED**

-and-

**IN THE MATTER OF
PART VII OF THE FINANCIAL SERVICES AND MARKETS ACT
2000**

**TRANSFER OF INSURANCE BUSINESS UNDERWRITTEN BY
ANGLO FRENCH INSURANCE COMPANY LIMITED**

NOTICE IS HEREBY GIVEN that, by application dated 6 November 2019, SCOR UK Company Limited (the **Transferor**) and R&Q Gamma Company Limited (the **Transferee**) (together the **Applicants**), applied to the High Court of Justice of England and Wales for, amongst other things, an order under Section 111(1) of the Financial Services and Markets Act 2000 (the **Act**) sanctioning an insurance business transfer scheme (the **Scheme**) providing for the transfer of insurance business by the Transferor to the Transferee and for an order making provision under Section 112 of the Act.

The business included in the proposed transfer comprises US liability business underwritten by Brightgrey Limited under its former name Anglo French Insurance Company Limited (**Anglo French**) on or before 31 December 1969 and transferred to the Transferor in 1990 by a portfolio transfer pursuant to section 51 of the Insurance Companies Act 1982 between Anglo French (under its then name Federation General Insurance Company Limited) and the Transferor.

Copies of a report on the terms of the Scheme prepared by an independent expert in accordance with section 109 of the Act (the **Scheme Report**) and copies of a statement setting out the terms of the Scheme and containing a summary of the Scheme Report may be obtained, free of charge, by contacting:

Randall & Quilter Investment Holdings Limited, 71 Fenchurch Street, London EC3M 4BS

Ref: Jacqui Rayner

email: jacqui.rayner@rqih.com

telephone: + 44 (0)20 7977 4835.

or may be downloaded from the website <http://www.rqih.com/news/anglo-french-part-vii-transfer>.

Anyone who has any concerns or objections regarding the proposed transfer or who requires any further information regarding the transfer should also contact the above address and reference or appear in Court or both.

The application will be heard on 3 March 2020 before a Judge of the High Court - Business and Property Courts of England and Wales at The Rolls Building, 7 Rolls Buildings, Fetter Lane, London, EC4A 1NL, United Kingdom. The Act provides that any person (including an employee of the Transferor or the Transferee) who alleges that he or she may be adversely affected by the carrying out of the Scheme is entitled to:

1. make representations in writing;
2. appear at the hearing and make representations in person; or
3. instruct a barrister or solicitor advocate to appear at the hearing and make representations on his/her behalf.

If you intend to appear at the hearing in person, or to instruct someone to appear on your behalf, you are requested (though not required) to give notice of your intention to do so in writing, setting out the reasons why you believe you may be adversely affected.

You are requested to send such notice, or if you are not intending to appear in person or by your legal representative, any written representations that you may have, to:

Bryan Cave Leighton Paisner LLP, Adelaide House, London Bridge, London, EC4R 9HA (ref: LJAC/GQUI/2039998.00002).

Please provide such notice or such written representations by close of business on 28 February 2020. If you do not give the requested notice you will still be entitled to attend and make representations at the hearing or to instruct someone to appear and make representations on your behalf.

If the Scheme is sanctioned by the Court, it will result in the transfer of all the contracts, property, assets and liabilities of the Transferor within the scope of the Scheme to the Transferee, notwithstanding that a person would otherwise be entitled to:

1. terminate, modify, acquire or claim an interest or right; or
 2. treat an interest or right as terminated or modified,
- as a result of the transfer of business effected by the Scheme. Any such entitlement will only be enforceable to the extent the order of the Court makes provision to that effect.

Bryan Cave Leighton Paisner LLP, Adelaide House, London Bridge, London, EC4R 9HA, Ref: LJAC/GQUI/2039998.00002 Solicitors to the Applicants. (3457195)

Corporate insolvency

OTHER CORPORATE INSOLVENCY NOTICES

LAKE DISTRICT BIOGAS LIMITED

(In Administration)

Company Voluntary Arrangement

Trading Name: Lake District Biogas

SC491828

Registered office: McLay, McAlister & McGibbon LLP, 145 St. Vincent Street, Glasgow, Scotland G2 5JF

Principal trading address: Lake District Creamery, Station Road, Aspatria, Wigton, Cumbria CA7 2AR

Court: In the Court of Session: No. P47/19

Notice is hereby given that the following decisions are proposed by Paul Appleton and Paul Cooper in their capacity as Joint Nominees ("**the Convener**") of the CVA proposal as decisions to be made by the Company's creditors by written correspondence:

1. "That the Proposal for a Company Voluntary Arrangement, which includes the appointment of Paul Appleton and Paul Cooper, of David Rubin & Partners, 26 - 28 Bedford Row, London WC1R 4HE as Joint Supervisors of the CVA be approved";
2. That if the CVA is approved with Paul Appleton and Paul Cooper being appointed as Joint Supervisors of the CVA, that any of the functions, powers and duties of a Supervisor of the CVA can be exercised individually or by the two of them acting jointly; and
3. "Whether a creditors' committee should be established if sufficient creditors are willing to be members of a committee and if so, who the creditors' wish to nominate for membership of the committee."

The Creditors' Decision Procedure will be on 8 January 2020 ("**the Decision Date**"). Details of the decision including the Voting Form were sent to all known creditors on 20 December 2019.

Any persons wishing to participate/vote in the above Creditors' Decision Procedure should submit their duly completed Voting Form to David Rubin & Partners, 26 - 28 Bedford Row, London WC1R 4HE on or before the Decision Date. To entitle you to vote in the above Decision Procedure, a completed Statement of Claim must be provided if you have not already lodged one.

Officeholders' Names, IP numbers, firm names: Office holder details: Paul Appleton and Paul Cooper, Joint Administrators, (IP Nos 8883 and 15452) both of David Rubin & Partners, 26 - 28 Bedford Row, London WC1R 4HE.

Date of Office-Holders' Appointment: 21 January 2019

Further contact details: 020 7400 7900

Optional alternative contact name: David Marks (3460815)

Creditors' voluntary liquidation

APPOINTMENT OF LIQUIDATORS

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

Name of Company: **CALLA HOUSE LIMITED**

Previous Name of Company: FORMERLY T/A THE ALBANY, MIEL ET MOI & MIEL ET VITE

Company Number: NI618221

Nature of Business: Licensed bar and restaurant, patisserie and coffee shop

Type of Liquidation: Creditors

Registered office: Suite 5, 2nd Floor, Bulman House, Regent Centre, Newcastle Upon Tyne NE3 3LS

Principal trading address: 701-703 Lisburn Road, Belfast

Liquidator's name and address: *Andrew David Haslam and Antonya Allison* both of FRP Advisory LLP, Suite 5, 2nd Floor, Bulman House, Regent Centre, Newcastle Upon Tyne NE3 3LS. Email: andrew.haslam@frpadvisory.com and tonya.allison@frpadvisory.com E mail:

Office Holder Numbers: 9551 and 23270.

Date of Appointment: 16 December 2019

By whom Appointed: Members and Creditors (3460804)

FINAL MEETINGS

THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989 RAMSAY FIT AND BUILD LTD

(IN CREDITORS' VOLUNTARY LIQUIDATION)

(Company Number NI058148)

Notice is hereby given pursuant to Articles 91 & 92 of THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989, that the Annual & Final Meetings of the Members and Creditors of the above-named Company, will be held at the offices of Arthur Boyd & Company, 5th Floor Causeway Tower, 9 James Street South, Belfast, BT2 8DN on Monday 10 February 2020 at 11.00am and 11.30am respectively for the purpose of having an account laid before them by the Liquidator showing the manner in which the winding-up has been conducted and the property of the Company disposed of, and of hearing any explanations that may be given by the Liquidator.

A Member or Creditor entitled to attend and vote at the above meetings may appoint a proxy to attend and vote in his place. Forms of proxy if intended to be used, must be lodged at the Liquidator's office no later than 12 noon on 7 February 2020. It is not necessary for the proxy to be a Member or Creditor.

Date: 23 December 2019

Paula Watson - Liquidator

Arthur Boyd & Company

5th Floor, Causeway Tower, 9 James Street South, Belfast BT2 8DN (3460803)

THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989 SELECT MANAGEMENT AND SECURITY LTD

(IN CREDITORS' VOLUNTARY LIQUIDATION)

(Company Number NI057782)

Notice is hereby given pursuant to Articles 91 & 92 of THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989, that the Annual & Final Meetings of the Members and Creditors of the above-named Company, will be held at the offices of Arthur Boyd & Company, 5th Floor Causeway Tower, 9 James Street South, Belfast, BT2 8DN on Tuesday 4 February 2020 at 11.00am and 11.30am respectively for the purpose of having an account laid before them by the Liquidator showing the manner in which the winding-up has been conducted and the property of the Company disposed of, and of hearing any explanations that may be given by the Liquidator.

A Member or Creditor entitled to attend and vote at the above meetings may appoint a proxy to attend and vote in his place. Forms of proxy if intended to be used, must be lodged at the Liquidator's office no later than 12 noon on 3 February 2020. It is not necessary for the proxy to be a Member or Creditor.

Date: 23 December 2019

Paula Watson - Liquidator

Arthur Boyd & Company

5th Floor, Causeway Tower, 9 James Street South, Belfast BT2 8DN (3460800)

RESOLUTION FOR WINDING-UP

THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989 COMPANY LIMITED BY SHARES

RESOLUTIONS

OF

CALLA HOUSE LIMITED

Previous Name of Company: FORMERLY T/A THE ALBANY, MIEL ET MOI & MIEL ET VITE

(Company Number NI618221)

Passed on 16 December 2019

(PURSUANT TO 70 OF THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989)

RESOLUTIONS

At a **General Meeting** of the above named Company, duly convened, and held at Maldron Hotel, 200 Airport Road, Belfast International Airport, Crumlin, Northern Ireland BT29 4ZY on 16 December 2019 at 10.30am, the following resolutions were duly passed:

As a Special Resolution

"That the Company be wound up voluntarily";

As an Ordinary Resolution

"That Andrew David Haslam and Antonya Allison of FRP Advisory LLP, Suite 5, 2nd Floor, Bulman House, Regent Centre, Newcastle Upon Tyne NE3 3LS be and are hereby appointed Liquidators for the purposes of such winding up"; and

As an Ordinary Resolution

"That anything required or authorised to be done by the Liquidators be done by both or either of them".

Anna Marie Kelly

Chairman of the Meeting

Dated: 16 December 2019

(3460798)

Liquidation by the Court

PETITIONS TO WIND-UP

In the High Court of Justice Northern Ireland
No. 068261 of 2019

In the matter of **NARROWS GROUP LTD**

Trading As: NARROWS GROUP LTD,

and in the matter of the Insolvency (Northern Ireland) Order 1989,

A Petition to wind up NARROWS GROUP LTD (NI640821) of 3 Innovation House, 46 Belfast Road, Down Business Park, Downpatrick BT30 9UP, whose nature of business is Development of building projects, electrical installation, other building completion and finishing, presented on Thursday 18 July 2019, at 10:00 by KEEN THINKING LIMITED, of The Aspen Building, Vantage Point Business Village, Mitcheldean GL17 0DD claiming to be a Creditor of the Company, will be heard at the Royal Courts of Justice, Chichester Street, Belfast, BT1 3JE, on Thursday 09 January 2020, at 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 to their Solicitor in accordance with Rule 4.016 of the Insolvency Rules (Northern Island) 1991 by 16:00 hours on Wednesday 08 January 2020

The Petitioner's Solicitor is Alastair Ditty, KEARNEY SEFTON SOLICITORS, Franklin House, 10-12 Brunswick Street, Belfast BT2 7GE, KEARNEY SEFTON SOLICITORS,, Telephone: 02890232940, Email: aditty@kearneysefton.co.uk (3459692)

In the HIGH COURT OF JUSTICE IN NORTHERN IRELAND
CHANCERY DIVISION No 89711 of 2019
In the Matter of **2 STRAND ROAD LIMITED**
(Company Number NI609708)

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

A petition to wind up the above company of 2 Strand Road, Londonderry BT48 8SF presented on 15 November 2019 by LYNAS FOOD SERVICE claiming to be a creditor will be heard at the Royal Courts of Justice, Chichester Street, Belfast BT1 3JF.

Date: Thursday 9 January 2020

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 petitioner or its solicitor in accordance with Rule 4.016 by 16.00 hours on 8 January 2020

The petitioner's solicitor is *David McAlinden* of MKB Law, Solicitors, 14 Great Victoria Street, Belfast, BT2 7BA - Tele. No: 0290242450.

Dated: 23 December 2019 (3460808)



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10286 6/19

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1.1 In these Terms and Conditions: "**Advertiser**" means any agency, company, firm, organisation 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 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; "**Forwarding Service**" means the service provided to use The Gazette's postal box for correspondence in relation to deceased estates Notices; "**Local Newspaper Notice**" means any notice placed in a local newspaper other than The Gazette; "**Notice**" means all advertisements and state, public, legal or other notices (without limitation) submitted for potential publication in The Gazette by the Advertiser, 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 or TSO, with registered company number 03049649, acting in accordance with the concessionary contract awarded by The National Archives.

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(i) - (v) 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; whether to publish it (including after acceptance); the timing of any publication of a Notice; or whether to remove or withdraw the Notice after publication, 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 and, for the avoidance of doubt, the Publisher shall have the sole and absolute discretion to refuse to publish or withdraw from publication (if already published) any Notices where the content of the Notice, in the Publisher's sole and absolute opinion, may not comply with any such requirements. In instances where publication has not yet taken place, 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. Where publication has taken place the Notice placer will be contacted with the proposed remedy which may include, but is not limited to, removal, reinsertion, retraction or substitution notice.

6 Save for any liability that cannot be excluded or restricted by law (including fraudulent misrepresentation, or for death or personal injury resulting from the negligence of either party or their agents, subcontractors and/or or employees) which shall not be limited or excluded in any way, the Publisher, The National Archives, or any successor organisation's (including affiliates, officers, directors, agents, subcontractors and/or employees) total aggregate liability (including any liabilities, losses, damages, expenses, costs (including all interest, penalties, legal costs and other professional costs and/or expenses), whether in contract (including under an indemnity or warranty), tort (including negligence), misrepresentation (other than fraudulent misrepresentation), equity, breach of statutory duty, strict liability or otherwise at law, and whether arising from the acts and/or omissions of the Publisher or The National Archives or arising out of or made in connection with any Notice or otherwise shall be limited to one hundred and fifty (150) per cent of the value of the Charge paid for such Notice under these Terms and Conditions.

6A Other than as set out in clause 6 above, neither the Publisher, nor The National Archives, shall have any liability in respect of any act and/or omission of the Advertiser and/or any third party or in respect of any Notice submitted by any Advertiser for potential publication in

The Gazette, which the Advertiser warrants and accepts is solely its responsibility.

7 For the avoidance of doubt, subject to clause 6 above and save for the payment of the Charges, in no circumstances shall either party be liable for any losses including, without limitation, loss of revenues, profits, contracts, business or savings 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 or has published a Notice in error a, the Publisher shall at no charge to the Advertiser, either remove the Notice or publish a reinsertion, retraction or substitution Notice as appropriate 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 the full extent of the limit of the Publisher's 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 true and accurate in all respects and does not mislead or 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 of any applicable advertising regulations, guidelines or codes of practice, 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 (as a debt) 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, clause 11 of the Terms and Conditions) and 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 and/or potential breach by the Advertiser (or their principal) of these Terms and Conditions or 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 (at its sole and absolute discretion) 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.

In exceptional circumstances, for example if the Notice was found by the Publisher to have been submitted by an unauthorised Advertiser, the Publisher (upon receiving written approval from The National Archives) will remove a Notice in its entirety from www.thegazette.co.uk, but will retain the Notice identification online and include explanatory text saying why and when the Notice was removed.

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 for ongoing Gazette-related activity – for example to create a company profile page on The Gazette website and where you have also opted for a newspaper advertisement as well as a Gazette notice - 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. The Advertiser accepts that the information contained in the Notices published in The Gazette may be used for additional purposes by the Publisher or third parties after publication as stated above and that such use may be beyond the control of The Gazette. In such instances, the Advertiser agrees that the Publisher shall have no liability whatsoever in respect of such use by the Publisher or 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 EU General Data Protection Regulation (Regulation 2016/679), and any legislation which implements, amends, re-enacts or replaces it in England and Wales, Northern Ireland or Scotland ("GDPR"), 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;

18.3 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;

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.

19 In respect of the use of the Forwarding Service, The Gazette will replace the Advertiser or executor's address with The Gazette's postal

box address in the Notice, and Local Newspaper Notice if applicable. All correspondence received will be sent on from The Gazette to the Advertiser or executor (if different). The Forwarding Service will remain in place for a period of 10 months from publication of the Notice in The Gazette, or 10 months from publication of the Notice in a Local Newspaper, in line with the Inheritance (Provision for Family and Dependents) Act 1975. After the 10 months period has lapsed any correspondence received will be returned to the sender where possible or securely destroyed, and the Advertiser or executor's name and address details will be removed from the Forwarding Service.

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



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	(6 - 10 Related events will be charged at treble the single rate)	£0.00	£67.95	£210.00	£286.50
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		£41.00		£43.50
5	Late advertisements - accepted after 3pm, one day prior to publication		£41.00		£43.50
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