



# THE GAZETTE

BELFAST GAZETTE

**CONTAINING ALL NOTICES PUBLISHED ONLINE  
BETWEEN 11 AND 17 MAY 2020**

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\* Containing all notices published online between 11 and 17  
May 2020

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# ENVIRONMENT & INFRASTRUCTURE

## AGRICULTURE, FORESTRY & FISHERIES

### FOREST SERVICE

#### ENVIRONMENTAL IMPACT ASSESSMENT

Forest Service, an Agency of the Department of Agriculture, Environment and Rural Affairs has provided opinions on the following projects in respect of the Environmental Impact Assessment (Forestry) Regulations (Northern Ireland) 2006 (as amended).

An opinion under the Regulations is formed taking account of the selection criteria specified in the legislation. An opinion may be ‘relevant’ if it is considered that a project **is likely** to have a significant effect on the environment or ‘not relevant’ if a project is considered **unlikely** to have a significant effect on the environment. Each project is required to comply with the UK Forestry Standard, which describes the governments’ approach to sustainable forestry.

Reference ERA19/20-81  
 Project Type Deforestation  
 Location Gargrim, Fintona  
 Grid Reference H 46270 60664  
 Area 1.22 hectares  
 Project Description Conversion from conifer woodland to agricultural land  
 Opinion Not relevant.

No priority habitats or features of cultural significance will be affected by this proposal. Broadleaves and hedgerows will be retained.

Reference ERA19/20-82  
 Project Type Deforestation  
 Location Tattyreagh Glebe, Seskinore  
 Grid Reference H 47405 66008  
 Area 1.46 hectares (over 5 blocks)  
 Project Description Conversion from conifer woodland to agricultural land  
 Opinion Not relevant.

No priority habitats or features of cultural significance will be affected by this proposal. Broadleaves and hedgerows will be retained.

Reference ERA19/20-84  
 Project Type Deforestation  
 Location Legaghory, Londonderry  
 Grid Reference C 49920 10451  
 Area 5.4 hectares (over 9 blocks)  
 Project Description Conversion from broadleaved woodland to agricultural land  
 Opinion Relevant.

Likely significant effects on landscape and biodiversity. An environmental statement must be prepared to obtain the Department’s consent.

Maps and information relating to these projects have been placed on [www.daera-ni.gov.uk/topics/forestry](http://www.daera-ni.gov.uk/topics/forestry). Further information may be obtained by contacting Policy and Regulation Branch at 028 6634 3034 or by emailing [forest.regulation@daera-ni.gov.uk](mailto:forest.regulation@daera-ni.gov.uk). Any person wishing to comment on the likely environmental effects of the above projects may do so in writing by 15 June 2020 to Forest Service, Policy and Regulation Branch, Inishkeen House, Killyhevlin, Enniskillen, Co. Fermanagh BT74 4EJ or by emailing [forest.regulation@daera-ni.gov.uk](mailto:forest.regulation@daera-ni.gov.uk). (3563638)

## ENERGY

### THE OFFSHORE PETROLEUM PRODUCTION AND PIPE-LINES (ASSESSMENT OF ENVIRONMENTAL EFFECTS) REGULATIONS 1999 (AS AMENDED)

#### DIRECTION DECISIONS

Pursuant to regulations 6(11) and 6(12) of the above Regulations, the Secretary of State gives notice of the following decision(s), in respect of application(s) made under regulation 6 of the above Regulations requesting a direction confirming that a relevant project need not be accompanied by an environmental statement and confirming the Secretary of State’s agreement to the grant of consent.

Reference	Operator	Project Name	Quad/Block	Direction Issued
DRA/805	CNOOC Petroleum Europe Ltd	Buzzard Development Well B42	20/06	08/04/2020
DRA/797	Apache Beryl I Ltd	Beryl Bravo Sidetrack Well B22	9/13	03/04/2020

**Main reasons / conclusions on which decision is based**  
 Main considerations related to marine discharges and atmospheric emissions. Discharges assessed as no risk to marine environment, and atmospheric emissions rapidly dispersed to background levels. Impacts assessed as localised and not significant.

**Mitigation features / measures**  
 Any cuttings contaminated with oil-based mud will be treated offshore prior to discharge or shipped to shore for treatment and disposal. Appropriate controls will be in place to reduce the likelihood of accidental events.

Reference	Operator	Project Name	Quad/Block	Direction Issued
DRA/356	Premier Oil UK Ltd	Varadero VVP1 Well	28/09	03/04/2020

**Main reasons / conclusions on which decision is based**  
 Main considerations related to marine discharges, atmospheric emissions and interference with other users of the sea. Discharges assessed as no risk to marine environment and atmospheric emissions rapidly dispersed to background levels. Impacts assessed as localised and not significant.

**Mitigation features / measures**  
 Any cuttings contaminated with oil-based mud will be treated offshore prior to discharge or shipped to shore for treatment and disposal, and works will be undertaken in accordance with applicable navigational conditions. Appropriate controls will be in place to reduce the likelihood of accidental events.

Reference	Operator	Project Name	Quad/Block	Direction Issued
PLA/749	Total E&P North Sea UK Ltd	Gryphon Hydraulic & Methanol Line Subsea Repairs	9/18	08/04/2020

**Main reasons / conclusions on which decision is based**  
 Main considerations related to installation of infrastructure and associated deposit of materials on the seabed, and marine discharges. Discharges assessed as no risk to the marine environment, and impacts assessed as localised and not significant.

Reference	Operator	Project Name	Quad/Block	Direction Issued
<b>Mitigation features / measures</b>		Deposits will be the minimum required to achieve objectives and appropriate controls will be in place to reduce the likelihood of accidental events. Agreement was given to the issue of consent providing works are undertaken as specified in the application.		

If you have any questions in relation to this notice or the decisions, please contact the Environmental Management Team, Offshore Petroleum Regulator for Environment and Decommissioning (OPRED), AB1 Building, Crimon Place, Aberdeen AB10 1BJ (e-mail: emt@beis.gov.uk). (3563639)

Reference	Operator	Project Name	Quad/Block	Direction Issued
PLA/718	Premier Oil UK Ltd	Catcher North/Laverda 2020 subsea installations	28/09	27/04/2020

<b>Main reasons / conclusions on which decision is based</b>	Main considerations related to installation of infrastructure and associated deposit of materials on the seabed, marine discharges and interference with other users of the sea. Discharges assessed as no risk to the marine environment, and impacts assessed as localised and not significant.			
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<b>Mitigation features / measures</b>	Deposits will be the minimum required to achieve objectives and designed to prevent unnecessary interference with other users of the sea. Works will be undertaken in accordance with applicable navigational conditions and appropriate controls will be in place to reduce the likelihood of accidental events. Agreement was given to the issue of consent providing works are undertaken as specified in the application.			
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Having regard to the relevant application(s) for direction(s) submitted under the above Regulations, the Secretary of State has assessed the project(s) as not likely to have a significant effect on the environment and has given a direction that the application for consent under the Petroleum Act 1998 need not be accompanied by an environmental statement. The main reasons and considerations on which this decision is based are summarised above and have taken full account of the characteristics of the project, the environmental sensitivity of the areas likely to be affected by the project and the nature and significance of the potential impacts, as set out in Schedule 1 to the Regulations.

**Excluded Activities**

Pursuant to regulation 5(10) of the above Regulations, the Secretary of State gives notice that, having regard to the matters set out in regulations 5(2) and/or 5(2A) and Schedule 1 to the Regulations, the Secretary of State has decided that the operations in respect of which consent is sought would not be likely to have a significant effect on the environment and accordingly no environmental statement need be prepared in respect of the relevant project.

Reference	Operator	Project Name	Quad/Block
EX-203-2020	Dana Petroleum (E&P) Ltd	Western Isles pipeline works	210/24
EX-204-2020	Total E&P North Sea UK Ltd	Tullich pipeline works	09/23
EX-206-2020	BP Exploration Operating Co Ltd	Loyal pipeline works	204/20
EX-207-2020	BP Exploration Operating Co Ltd	Schiehallion pipeline works	204/20

Further information in relation to all the decisions detailed in this notice can be found on the GOV.UK website at: <https://www.gov.uk/guidance/oil-and-gas-environmental-data>.

# 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. (3563649)

## **DEPARTMENT FOR INFRASTRUCTURE THE ELECTRICALLY ASSISTED PEDAL CYCLES (CONSTRUCTION AND USE) REGULATIONS (NORTHERN IRELAND) 2020**

The Department for Infrastructure has made a Statutory Rule entitled "The Electrically Assisted Pedal Cycles (Construction and Use) Regulations (Northern Ireland) 2020" (S.R. 2020 No. 31) which was affirmed by resolution of the Assembly on 12th May 2020 and comes into operation on 13th May 2020.

The Regulations define the class of electrically assisted pedal cycle (EAPC) that is not to be treated as a motor vehicle and set out the relevant requirements in relation to construction and use. They also specify the requirements for EAPCs in relation to braking systems, lighting, power output and vehicle markings and outline the EU and British Standard specifications that they must comply with in relation to construction and use.

In addition, the Regulations make provision for the testing and inspection of EAPCs by a constable in uniform and prohibit the sale or supply of such cycles unless they are equipped with brakes as outlined in the Regulations.

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

(3563645)

## **DEPARTMENT OF HEALTH THE CHILDREN'S SOCIAL CARE (CORONAVIRUS) (TEMPORARY MODIFICATION OF CHILDREN'S SOCIAL CARE) REGULATIONS (NORTHERN IRELAND) 2020**

The Department of Health has made a statutory rule entitled "The Children's Social Care (Coronavirus)(Temporary Modification of Children's Social Care) Regulations (Northern Ireland) 2020" (S.R. 2020 No.78), which comes into operation on the 7th May 2020. This Rule modifies certain Regulations made under the Adoption (Northern Ireland) Order 1987, the Children (Northern Ireland) Order 1995 and the Health and Personal Social Services (Quality, Improvement and Regulation) (Northern Ireland) Order 2003 to put in place temporary emergency arrangements to enable essential children's social care services to be maintained and to protect looked after children, their families, foster parents and social care staff during the COVID-19 pandemic. The modifications specified in the Regulations will apply only for a period of six months from the date on which the Regulations come into operation.

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

(3563647)

# COMPANIES

## CHANGES IN CAPITAL STRUCTURE

### GLOBAL HORISON SKILLS LIMITED

(Company Number NI066976)

("the Company")

TO WHOM IT MAY CONCERN. Notice is hereby given pursuant to Section 719 of the Companies Act 2006 that:

1. The above named Company has approved a payment out of capital for the purpose of acquiring its own shares by purchase;
2. The amount of the permissible capital payment for the shares in question is £260,000.00 and the resolution approving such payment out of capital was passed on the 12th day of May 2020.
3. The statutory declaration of the directors and the Accountant's Report required by ss 714 of the said Act are available for inspection at the Company's registered office at 64a Derry Road, Omagh, County Tyrone BT78 5DY.
4. Any creditor of the Company may at any time within the 5 weeks immediately following the 12th day of May 2020 apply to the Court under ss 721 and 722 of the Act for an order prohibiting the payment.

Signature of Director (3563644)

## Corporate insolvency

### NOTICES OF DIVIDENDS

#### NOTICE TO CREDITORS

#### IN THE MATTER OF

#### THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

#### AND

#### BEATTIE TRADING LTD

IN LIQUIDATION

NI610111

Notice is hereby given, pursuant to Rule 4.196 of the INSOLVENCY RULES (NORTHERN IRELAND) 1991, that I, Michael Drumm, Liquidator, intend to make a first and final distribution to creditors of the above named company, within the period of four months of the last day of proving. The last date for creditors to prove their claim in order to participate in the dividend is Monday 8th June 2020. Creditors should send details of their claim to my office at Cavanagh Kelly, 36-38 Northland Row, Dungannon, Co. Tyrone, BT71 6AP.

A creditor who has not proved his debt before the last date for proving mentioned above, is not entitled to disturb, by reason that he has not participated in the dividend, the distribution of that dividend.

Dated this 6th May 2020

MICHAEL DRUMM, LIQUIDATOR

(21590) (3563641)

#### IN THE MATTER OF

#### SEVEN TOWERS TRAINING LIMITED

In Members' Voluntary Liquidation

NI031414

Registered office: Unit 6 Lagan House, 1 Sackville Street, Lisburn, BT27 4AB

#### And IN THE MATTER OF THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

Notice is hereby given, pursuant to Rule 4.196 of the Insolvency Rules (Northern Ireland) 1991 that I, Andrew John Ryder, Liquidator, intend to make a first and final distribution to creditors of the above named company, within the period of one month of the last day of proving. The last date for creditors to prove their claim in order to participate in the dividend is 15 June 2020. Creditors should send details of their claim to my office, Unit 6 Lagan House, 1 Sackville Street, Lisburn, BT27 4AB. Due to current COVID-19 restrictions, claims will be accepted via email to: info@jtmaxwell.co.uk

A creditor who has not proved their debt before the last date for proving mentioned above, is not entitled to disturb, by reason that he has not participated in the dividend, the distribution of that dividend.

Office Holder Details: Andrew John Ryder (IP number 17552) of JT Maxwell Limited, Unit 6, Lagan House, 1 Sackville Street, Lisburn BT27 4AB. Date of Appointment: 3 July 2019. Further information about this case is available from Andrew Ryder at the offices of JT Maxwell Limited on 02892 448110 or at info@jtmaxwell.co.uk.

Andrew John Ryder, Liquidator

Dated this 15th Day of May 2020

(3563786)

## Creditors' voluntary liquidation

### ANNUAL LIQUIDATION MEETINGS

#### NOTICE OF ANNUAL MEETINGS

#### IN THE MATTER OF

#### BICYCLE SHACK LIMITED

IN CREDITORS' VOLUNTARY LIQUIDATION

(Company Number NI631136)

#### AND

#### IN THE MATTER OF THE INSOLVENCY (NORTHERN IRELAND)

#### ORDER 1989

**NOTICE IS HEREBY GIVEN** that an annual meeting of the members of Bicycle Shack Limited will be held at 10:00am on 15th June 2020, to be followed at 10:30am on the same day by a meeting of the creditors of the company. The meetings will be held at Wyncroft, 30 Rathfriland Road, Newry, Co. Down, BT34 1JZ.

The meetings are called pursuant to Article 91 of the INSOLVENCY (NORTHERN IRELAND) ORDER 1989 for the purpose of receiving an account from the Liquidator explaining the manner in which the winding-up of the company has been conducted and to receive any explanation that they may consider necessary. A member or creditor entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him. A proxy need not be a member or creditor.

In order to comply with current government and health care advice during the Covid-19 pandemic, a physical meeting of members and creditors cannot take place. In order to provide creditors with the opportunity to participate in the meeting and request any additional information, the meeting will be held remotely by telephone and/or video conferencing facilities.

In order to make suitable arrangements to ensure that all those wishing to participate are able to take part, creditors are requested to submit their proxy form in advance of the meeting and indicate that they wish to be sent details by email of how they may participate in the meeting at the required time.

As is normally the case, creditors who do not wish to take part in the meeting may vote for or against any resolutions by completing and submitting proxy forms prior to the meeting, no later than 12 noon on the business day before the meeting.

The following resolution will be considered at the creditors' meeting:

1. That the Liquidator's annual report & receipts and payments account be approved.

Signed

Ian Finnegan

ASM (N) Ltd

Liquidator

Date: 7th May 2020

(3563646)

### FINAL MEETINGS

#### FINAL MEETINGS

#### PRMC FURNITURE LTD

(In Creditors Voluntary Liquidation)

(Company Number NI043330)

**NOTICE IS HEREBY GIVEN**, pursuant to Article 92 of the INSOLVENCY (NORTHERN IRELAND) ORDER 1989, that a final meeting of the members and creditors of the above-named company will be held at Keenan CF, Victoria House, 15-27 Gloucester Street, Co Antrim, BT1 4LS on 16 June 2020 at 10:00am and 10:15am respectively for the purposes of receiving an account of the Liquidators acts and dealings on the conduct of the winding up to date.

The following resolutions will be considered at the Creditors meeting:

1. That the Liquidators Receipts and Payments account be approved
2. That the Liquidator receives his Release.

3. That the Company's books and records can be destroyed 12 months after the date of the final meeting.

A member or creditor entitled to attend and vote at either of the above meetings may appoint a proxy to attend and vote instead of them. A proxy need not be a member or creditor of the company. Proxies to be used at the meetings must be returned to the offices of Keenan CF, Victoria House, 15-27 Gloucester Street, Belfast, BT1 4LS, no later than 12 noon on the working day immediately before the meetings.

Scott Murray,  
Joint Liquidator  
12 May 2020

(3563643)

**NOTICE OF FINAL MEETING  
IN THE MATTER OF THE INSOLVENCY (NORTHERN IRELAND)  
ORDER 1989  
AND**

**IN THE MATTER OF  
SMITH CASH & CARRY LIMITED**

(Company Number NI039901)

Registered office: 1- 3 Arthur Street, Belfast, Co Antrim, BT1 4GA

**NOTICE IS HEREBY GIVEN** pursuant to Article 92 of The Insolvency (Northern Ireland) Order 1989, that the Final Meeting of the Members and the Creditors of the above named Company, will be held at PKF-FPM Accountants Limited, 1- 3 Arthur Street, Belfast, Co Antrim, BT1 4GA on 18 June 2020 at 10:00 am and 10:30am 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 disposed of, and hearing any explanations that may be given by the Liquidator.

The following resolutions will be considered at the creditors' meeting:

1. That the Liquidator's receipts and payments account be approved.
2. That the Liquidator receive her release.
3. That the Liquidator has the power to destroy the books and records of the company 15 months after the final meeting.

In order to comply with current government and health care advice during the Covid-19 pandemic a physical meeting of members and creditors cannot take place. In order to provide creditors with the opportunity to participate in the meeting, the meeting will be held remotely by telephone and/or video conferencing facilities.

In order to make suitable arrangements to ensure that all those wishing to participate are able to take part, creditors are requested to submit their proxy form in advance of the meeting and indicate that they wish to be sent details by email of how they may participate in the meeting at the required time.

In the absence of a quorum or any objections to the contrary, the liquidator will deem that the resolutions listed above have been accepted by default.

Proxies to be used at the meeting, if intended to be used, must be duly completed and lodged at the offices of PKF-FPM Accountants Limited, 1- 3 Arthur Street, Belfast, Co Antrim, BT1 4GA or by email to Alison Burnside- a.burnside@pkffpm.com no later than 12 noon on the working day immediately before the meeting.

**Alison Burnside**

Liquidator of Smith Cash & Carry Limited - In Liquidation

Date: 14 May 2020

(3563352)

## Members' voluntary liquidation

### FINAL MEETINGS

**NOTICE OF FINAL GENERAL MEETING**

**AMT-SYBEX (NI) LIMITED**

(In Members' Voluntary Liquidation) ("the Company")

(Company Number NI024104)

NOTICE IS HEREBY GIVEN that the Final General Meeting of the Company will be held via telephone conference call on 30 June 2020 at 12.00 noon for the purposes mentioned in Article 80 of the INSOLVENCY (NORTHERN IRELAND) ORDER 1989.

A member entitled to attend and vote at the above-mentioned meeting is entitled to appoint a proxy or proxies, who need not be members of the Company, to attend and vote instead of him/her.

A form of proxy, for use at the meeting if desired, is enclosed herewith. Proxies for use at the meeting must be lodged at the offices of Ernst & Young LLP, 1 More London Place, London, SE1 2AF or by email to solventliquidations@uk.ey.com by no later than noon on the business day before the meeting.

Date 13 May 2020

Richard Barker

Joint Liquidator

(3563642)

**NOTICE OF FINAL GENERAL MEETING**

**AMT-SYBEX HOLDINGS LIMITED**

(In Members' Voluntary Liquidation) ("the Company")

(Company Number NI025284)

NOTICE IS HEREBY GIVEN that the Final General Meeting of the Company will be held via telephone conference call on 30 June 2020 at 11.30am for the purposes mentioned in Article 80 of the INSOLVENCY (NORTHERN IRELAND) ORDER 1989.

A member entitled to attend and vote at the above-mentioned meeting is entitled to appoint a proxy or proxies, who need not be members of the Company, to attend and vote instead of him/her.

A form of proxy, for use at the meeting if desired, is enclosed herewith. Proxies for use at the meeting must be lodged at the offices of Ernst & Young LLP, 1 More London Place, London, SE1 2AF or by email to solventliquidations@uk.ey.com by no later than noon on the business day before the meeting.

Date 13 May 2020

Richard Barker

Joint Liquidator

(3563640)

**NOTICE OF FINAL GENERAL MEETING**

**CAPITA HELM CORPORATION LIMITED**

(In Members' Voluntary Liquidation) ("the Company")

(Company Number NI025165)

NOTICE IS HEREBY GIVEN that the Final General Meeting of the Company will be held via telephone conference call on 30 June 2020 at 12.30pm for the purposes mentioned in Article 80 of the INSOLVENCY (NORTHERN IRELAND) ORDER 1989.

A member entitled to attend and vote at the above-mentioned meeting is entitled to appoint a proxy or proxies, who need not be members of the Company, to attend and vote instead of him/her.

A form of proxy, for use at the meeting if desired, is enclosed herewith. Proxies for use at the meeting must be lodged at the offices of Ernst & Young LLP, 1 More London Place, London, SE1 2AF or by email to solventliquidations@uk.ey.com by no later than noon on the business day before the meeting.

Date 13 May 2020

Richard Barker

Joint Liquidator

(3563648)

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# PEOPLE

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## 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.

<b>Name of Deceased (Surname first)</b>	<b>Address, description and date of death of Deceased</b>	<b>Names addresses and descriptions of Persons to whom notices of claims are to be given and names, in parentheses, of Personal Representatives</b>	<b>Date before which notice of claims to be given</b>	
MARTIN, MORFYDD	43 Bancroft Road, BEXHILL-ON-SEA, TN39 4AG. 9 January 2020	DEREK MARTIN, 73 Eastbourne Road, Willingdon, EASTBOURNE, BN20 9NR.	14 July 2020	(3561747)
ROBINSON, Jean Patterson	12 Blackfort Road, Omagh in the County of Tyrone BT78 1PP. 23 June 2019	McConnell & Fyffe, Solicitors for the Personal Representatives, The Old Rectory, 21 Church Street, Ormagh, Co. Tyrone BT78 1DG	16 July 2020	(3563650)



THE  
GAZETTE  
OFFICIAL PUBLIC RECORD

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- The comfort that you are ensuring due diligence for your client
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- Providing the executor with peace of mind knowing they have taken sufficient steps to find any creditors



To place a notice visit  
[www.thegazette.co.uk/wills-and-probate/place-a-deceased-estates-notice](http://www.thegazette.co.uk/wills-and-probate/place-a-deceased-estates-notice)

 **tso**  
a Williams Lea company

10266 6/19

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

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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 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](http://www.thegazette.co.uk) and all other websites controlled by the Publisher containing the Notice, as well as from any other medium in which the Notice has been placed that is controlled

by The Gazette, where possible. The Publisher may (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](http://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](mailto:customer.services@thegazette.co.uk)

22 Save in respect of The National Archives (or any successor organisation), a person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this does not affect any right or remedy of a party specified in these Terms and Conditions or which exists or is available apart from that Act.

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

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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If you are unsure how to price your notice or your notice contains more than 40 events please contact belfast@thegazette.co.uk					
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