



THE GAZETTE

BELFAST GAZETTE

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Contents

State/

Royal family/

Parliament Assemblies & Government/

Honours & Awards/

Church/

Environment & infrastructure/510*

Health & medicine/

Other Notices/511*

Money/512*

Companies/513*

People/

Terms & Conditions/517*

* Containing all notices published online between 10 and 16
July 2023

ENVIRONMENT & INFRASTRUCTURE

Property & land

PROPERTY DISCLAIMERS

CSO Ref: CCJ-6610

NOTICE OF COMMON LAW DISCLAIMER

1. In this Notice the following shall apply:

Bankrupt's Name:

DAMIEN CRUDDEN

Date of Bankruptcy: 28 January 2008

Property: 33/41 Drumshancorick Road, Enniskillen, BT92 7HN and all tenancy agreements and furniture contained therein.

Folio Number: FE81056 County Fermanagh

Treasury Solicitor: The Solicitor for the Affairs of His Majesty's Treasury PO Box 2119, Croydon CR90 9QU (DX325801 Croydon 51).

2. The Treasury Solicitor as nominee for the Crown in whom the above property vested when the Official Receiver, acting as Trustee, disclaimed all his interest in the bankrupt's share of the property pursuant to Article 288 of the INSOLVENCY (NORTHERN IRELAND) ORDER 1989, hereby disclaims the Crown's title (if any) in the bankrupt's share of the Property, the vesting of the Property having come to the Treasury Solicitor's notice on 5 July 2023.

Date 7 July 2023

Assistant Treasury Solicitor

(Section 3 Treasury Solicitor Act 1876)

(4397465)

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. (4397458)

THE DEPARTMENT FOR COMMUNITIES

THE REGISTERED RENTS (INCREASE) ORDER (NORTHERN IRELAND) 2023

The Department for Communities has made a Statutory Rule entitled "The Registered Rents (Increase) Order (Northern Ireland) 2023", (S.R. 2023 No. 104), which comes into operation on 7 August 2023.

These Regulations increases the rents registered with the Rent Officer for Northern Ireland under Part IV of the Private Tenancies (Northern Ireland) Order 2006 during the period beginning on 2 April 2007 and ending on 6 August 2023 by 7.0 percent.

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> (4397459)

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 06/07/2023 AND REGISTERED ON 06/07/2023.

NI032484 ABINGDON MANOR CARE CENTRE LIMITED

LYNN COOPER

REGISTRAR OF COMPANIES (4399349)

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 06/07/2023 AND REGISTERED ON 06/07/2023.

NI072736 LARNE CARE CENTRE

LYNN COOPER

REGISTRAR OF COMPANIES (4399350)

MONEY

SAVINGS & INVESTMENTS

NS&I RATE CHANGE FOR GUARANTEED GROWTH BONDS AND GUARANTEED INCOME BONDS

RATE CHANGE FOR GUARANTEED GROWTH BONDS AND GUARANTEED INCOME BONDS

NS&I has today, 13th July 2023 announced increases to the interest rate on **Guaranteed Growth Bonds** and **Guaranteed Income Bonds**, effective from 13th July 2023.

Rate change

Changes to on-sale products

Product	Previous interest rate	New interest rate (effective from today)
Guaranteed Growth Bonds (1-year)	4.00% gross/AER	5.00% gross/AER
Guaranteed Income Bonds (1-year)	3.90% gross/3.97% AER	5.00% gross/5.12% AER

Changes to off-sale products

Product	Previous interest rate	New interest rate (effective from today)
Guaranteed Growth Bonds (2-year)	4.20% gross/AER	5.10% gross/AER
Guaranteed Growth Bonds (3-year)	4.20% gross/AER	5.10% gross/AER
Guaranteed Income Bonds (2-year)	4.10% gross/4.18% AER	5.10% gross/5.22% AER
Guaranteed Income Bonds (3-year)	4.10% gross/4.18% AER	5.10% gross/5.22% AER

Find out more at nsandi.com

Definitions

AER (Annual Equivalent Rate) illustrates what the annual rate of interest would be if the interest was compounded each time it was paid. Where interest is paid annually, the quoted rate and the AER are the same.

National Savings and Investments is backed by HM Treasury.

(4399351)

COMPANIES

TAKEOVERS, TRANSFERS & MERGERS

IN THE HIGH COURT OF JUSTICE

CR-2023-001842

BUSINESS AND PROPERTY COURTS OF

ENGLAND AND WALES, COMPANIES COURT (ChD)

IN THE MATTER OF AETNA INSURANCE COMPANY LIMITED

- and -

IN THE MATTER OF AWP P&C SA

- and -

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

NOTICE IS HEREBY GIVEN that on 28 June 2023 an application was made under section 107(1) of the Financial Services and Markets Act 2000 (the “**Act**”) in the High Court of Justice, Business and Property Courts, Companies Court (ChD) of England and Wales (the “**Court**”) by the above-named Aetna Insurance Company Limited (“**Aetna**” or the “**Transferor**”), whose registered office is at The Hub, Fowler Avenue, Farnborough Business Park, Farnborough, Hampshire, England, GU14 7JF and AWP P&C SA, which is part of the Allianz group (“**Allianz**” or the “**Transferee**”), whose registered office is at 7 Rue Dora Maar, 93400, Saint-Ouen, Paris, France and who operates in the United Kingdom through a branch with registered branch number BR015275 and a registered office at Mondial House 102 George Street, Croydon, Surrey CR9 6HD for:

(1) an Order under section 111(1) of the Act sanctioning an insurance business transfer scheme (the “**Scheme**”) for the transfer to the Transferee of the entire insurance and reinsurance business of the Transferor (other than business written by the Singapore branch of the Transferor), namely international private medical insurance (the “**Transferring Business**”); and

(2) the making of ancillary provisions under section 112 of the Act in connection with the Scheme.

The proposed Scheme will result in the Transferring Business which is currently being carried on by Aetna Insurance Company Limited (FCA reference number 458505) being carried on by AWP P&C SA. The Transferring Business will be allocated in full to Allianz’s UK branch (FCA reference number 534384). If the Scheme is sanctioned, it is expected to come into effect on 1 December 2023.

Further information about the Scheme, including the documents listed below, are available and may be downloaded free of charge from www.aetnainternational.com/en/about-us/insurance_business_transfer/uk_insurance_business_transfer.html or requested by email to europeservices@aetna.com, in writing to Aetna Insurance Company Limited, The Hub, Fowler Avenue, Farnborough Business Park, Farnborough, Hampshire, England, GU14 7JF (Attention: AICL Part VII Team) or by telephone on UK freephone 0800-085-2596 or International number +44-203-788-3288 or in person between 9am - 5pm (London time), Monday to Friday, at PwC UK, 7 More London Place, London, SE1 2RT at any time until the making of an order sanctioning the Transfer:

- a copy of the full Scheme document;

- a copy of the report on the terms of the Scheme prepared by an independent expert in accordance with section 109(1) of the Act;

- a communications pack, which includes a statement setting out the terms of the Scheme and a summary of the independent expert’s report.

For toll-free calling from other countries, please refer to <https://www.business.att.com/collateral/access.html> to find the number for the country you’re dialling from. When prompted during the call, please enter the access code 855-491-9150 and follow the instructions.

Supporting documents and any further news about the Scheme will be posted on this website so you may wish to check for updates.

Any questions or requests for further information regarding the proposed Scheme should be referred to Aetna and Allianz using the above details.

The Application is expected to be heard at the High Court of Justice of England and Wales, 7 Rolls Buildings, Fetter Lane, London, EC4A 1NL on 27 October 2023. Any person who considers that they may be adversely affected by the carrying out of the Scheme may appear at the Court hearing, either in person or through legal representation. It is requested that any person intending to appear at the hearing (either in person or using legal representation), please contact Aetna on UK freephone 0800-085-2596 or International number +44-203-788-3288 or in writing at the email address above as soon as possible and preferably before 20 October 2023 setting out why they believe they would be adversely affected. This will enable Aetna and Allianz to provide notification of any changes to the hearing and, where possible, to address any concerns raised in advance of the hearing. If the requested notice is not given, attendance at the Court hearing, either in person or using legal representation, will still be permitted. Anyone who does not intend to attend the hearing but wishes to make representations about the Scheme or considers that they may be adversely affected should communicate their views to Aetna by calling or writing using the above contact details, preferably before 20 October 2023.

If the Scheme is sanctioned by the Court, it will result in the transfer of the rights and obligations under the insurance and reinsurance policies forming part of the Transferring Business to Allianz. Any right of any person to terminate, modify, acquire or claim an interest in any such policy, or to treat an interest or right in any such policy as terminated or modified, will only be enforceable if and to the extent that the order of the Court provides that it will be enforceable.

Willkie Farr and Gallagher (UK) LLP

Citypoint, 1 Ropemaker Street, London EC2Y 9AW

Solicitors to Aetna Insurance Company Limited

(4395070)

Corporate insolvency

Creditors' voluntary liquidation

FINAL MEETINGS

THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

RODGERS MEATS LIMITED

(IN CREDITORS VOLUNTARY LIQUIDATION)

(Company Number NI609798)

Notice is hereby given pursuant to Articles 91 & 92 of THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989, that an Annual and Final Meeting of the Members of the above named company will be held at the offices of McKeague Morgan & Co, 27 College Gardens, Belfast, BT9 6BS, on 18th August 2023 at 10.30 am to be followed by the Final Meeting of creditors at 11.00 a.m. for the purpose of receiving an account of the Liquidator’s acts and dealings for the period of the liquidation.

Forms of Proxy, if intended to be used, must be duly completed and lodged at the offices of McKeague Morgan & Co, 27 College Gardens, Belfast, BT9 6BS, no later than 12.00 noon on the 17th August 2023.

Nicholas McKeague – Liquidator

Date: 14th July 2023

(4399352)

MEETINGS OF CREDITORS

WILSON CONSTRUCTION SERVICES LTD

(Company Number NI640625)

Registered office: C/O Pfs & Partners, 16 Main Street, Limavady, BT49 0EU

NOTICE IS HEREBY GIVEN, pursuant to Article 84 of the Insolvency (Northern Ireland) Order 1989, that a meeting of the creditors of the above-named company will be held at Everglades Hotel, Prehen Road, Derry, BT47 2NH on 25 July 2023 at 10.15am for the purposes mentioned in articles 85 to 87 of the said order.

Creditors wishing to vote at the meeting must (unless they are individual creditors attending in person) lodge their proxies at the offices of Unit 1 Lagan House, 1 Sackville Street, Lisburn, County Antrim, BT27 4AB not later than 12:00pm on the business day immediately preceding the meeting.

A list of the names and addresses of the company's creditors will be available for inspection free of charge at the offices of JT Maxwell Ltd at Unit 1 Lagan House, 1 Sackville Street, Lisburn, County Antrim, BT27 4AB on the two business days immediately preceding the meeting between the hours of 10:00am and 4:00pm.

The resolutions at the meeting of creditors may include a resolution specifying the terms on which the liquidators are to be remunerated. The meeting may receive information about, or be asked to approve, the costs of preparing the statement of affairs and convening the meeting.

By Order of the Board

Mr Sean Wilson

Director

Dated: 10 July 2023

(4396921)

Liquidation by the Court

PETITIONS TO WIND-UP

In the HIGH COURT OF JUSTICE IN NORTHERN IRELAND
CHANCERY DIVISION (COMPANIES WINDING UP) No 52635 of 2023
In the Matter of **COFFEE BLACK BELFAST LIMITED**
(Company Number NI644337)

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

A Petition to wind up the above-named Company whose registered office is 387 Ormeau Road, Belfast, BT7 3GP, presented on 22nd June 2023 by CLARE HICKEY as Director of the above-named Company will be heard at The Royal Courts of Justice, Chichester Street, Belfast, BT1 3JF on Thursday, 3rd August 2023.

Time: 10.00 AM (or as soon thereafter as the Petition can be heard)

The hearing of the Petition will be dealt with administratively and no one should attend in person at the hearing. Any Person intending to appear at the hearing of the Petition (whether to support or oppose it) must give notice of intention to do so to the Petitioner or their Solicitors in accordance with Rule 4.016 by 16.00 hours on Wednesday, 2nd August 2023.

The Petitioner's Solicitor is:-

BRIGID NAPIER NAPIER SOLICITORS

1/9 Castle Arcade, BELFAST BT1 5DF

Dated this 14th July 2023

(4397464)

In the HIGH COURT OF JUSTICE IN NORTHERN IRELAND
CHANCERY DIVISION (COMPANIES WINDING UP) No 051030 of 2023

In the Matter of **DRIVEBUY MOTORS ARMAGH LTD**

(Company Number NI651290)

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

A Petition to wind up the above-named company (Company Number: NI651290) whose registered office is situated at 23 Legar Hill Park, Armagh, County Armagh, BT60 4BX, presented by CONOR CRILLY, director of the above-named company, of 23 Legar Hill Park, Armagh, County Armagh, BT60 4BX will be heard at the Royal Courts of Justice, Chichester Street, Belfast, BT1 3JF on:

Date: 27 July 2023

Time: 10.00 am (or as soon thereafter as the Petition can be heard)

Any person intending to appear on the hearing of the Petition (whether to support or oppose it) must give notice of intention to do so to the Petitioner or its solicitors in accordance with Rule 4.016 by 16.00 hours on 26 July 2023.

The Petitioner's solicitor is: Jason Byrne, TLT NI LLP, River House, 48-60 High Street, Belfast, BT1 2BE

(Tel. 07816497671 Email. Jason.Byrne@TLT.com).

Dated: 13 July 2023

(4399353)

Members' voluntary liquidation

APPOINTMENT OF LIQUIDATORS

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

Name of Company: **DR DAVID GALLAGHER LIMITED**

Company Number: NI613203

Nature of Business: General medical practice activities

Type of Liquidation: Members' Voluntary

Registered office: 6b Upper Water Street, Newry, Down, Northern Ireland, BT34 1DJ

Liquidator's name and address: *Kenneth Wilson Pattullo and Kenneth Robert Craig* both of Begbies Traynor (Central) LLP, Scottish Provident Building, 7 Donegall Square West, Belfast, County Antrim, BT1 6JH

Office Holder Numbers: 008368 and 008584.

Date of Appointment: 7 July 2023

By whom Appointed: Members

(4397460)

FINAL MEETINGS

IN THE MATTER OF THE INSOLVENCY (NI) ORDER 1989

AND IN THE MATTER OF

SPL PROJECTS LTD

(IN MEMBERS VOLUNTARY LIQUIDATION)

(Company Number NI613855)

Registered office: HCA Business Recovery Limited, 12 Cromac Place, Belfast, BT7 2JB

NOTICE IS HEREBY GIVEN, pursuant to Article 80 of the INSOLVENCY (NORTHERN IRELAND) ORDER 1989, that a final Meeting of the Members of the above named company will be held at 10.00 am on 16th August 2023 at the offices of HCA Business Recovery, 12 Cromac Place, Belfast, BT7 2JB for the purpose of receiving how the winding-up has been conducted and the property of the company disposed of and of hearing any explanation that may be given by the Liquidator and also of determining the manner in which the books, accounts and documents of the company and of the Liquidator shall be disposed of. Any member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote on their behalf. A proxy need not be a member of the company.

The following resolutions will be considered at the meeting;

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

2. That the Liquidator be released and discharged.

Proxies to be used at the meeting must be returned to the office of HCA Business Recovery Limited, 12 Cromac Place, Belfast, BT7 2JB no later than 12 noon on the working day immediately before the meeting.

BRIAN HEGARTY

LIQUIDATOR

Dated this 6th July 2023

(4397461)

NOTICES TO CREDITORS

NOTICE TO CREDITORS TO SEND IN PARTICULARS OF DEBTS OR CLAIMS

DR DAVID GALLAGHER LIMITED

(Company Number NI613203)

(Registered in Northern Ireland) ("the Company")

Registered office: 6b Upper Water Street, Newry, Down, Northern Ireland, BT34 1DJ

The Company was placed into members' voluntary liquidation on 7 July 2023 and on the same date, Kenneth Wilson Pattullo (IP Number: 008368) and Kenneth Robert Craig (IP Number: 008584), both of Begbies Traynor (Central) LLP, were appointed as joint liquidators of the Company.

NOTICE IS HEREBY GIVEN that the Creditors of the Company are required on or before 26 August 2023 to send in their names and addresses, particulars of their debts or claims and the names and addresses of their Solicitors (if any) to the undersigned Kenneth Wilson Pattullo of Begbies Traynor (Central) LLP, Scottish Provident Building, 7 Donegall Square West, Belfast, County Antrim, BT1 6JH

the Joint Liquidator of the Company and, if so required by notice in writing to prove their debts or claims at such time and place as shall be specified in such notice, or in default thereof shall be excluded from the benefit of any distribution made before such debts are proved.

This notice is purely formal, the Company is able to pay all its known creditors in full.

Any person who requires further information may contact the Belfast office by telephone on 028 91513082. Alternatively, enquiries can be made to Danielle McWilliams by e-mail at danielle.mcwilliams@btguk.com.

Dated: 7 July 2023

(4397462)

RESOLUTION FOR VOLUNTARY WINDING-UP

NOTICE UNDER THE INSOLVENCY (NORTHERN IRELAND) ORDER 1989

DR DAVID GALLAGHER

(Company Number NI613203)

(Registered in Northern Ireland) ("the Company") In Members Voluntary Liquidation

Registered office: 6b Upper Water Street, Newry, Down, Northern Ireland, BT34 1DJ

At a General Meeting of the members of Dr. David Gallagher held on 7 July 2023 the following Resolutions were passed as a Special Resolution and as an Ordinary Resolution respectively:

1. That the Company be wound up voluntarily.

2. That Kenneth Wilson Pattullo and Kenneth Robert Craig both of Begbies Traynor (Central) LLP, Scottish Provident Building, 7 Donegall Square West, Belfast, County Antrim, BT1 6JH be hereby appointed as joint liquidators for the purposes of such winding up and that any power conferred on them by law or by this resolution, may be exercised by them jointly.

Kenneth Wilson Pattullo (IP Number: 008368)

Kenneth Robert Craig (IP Number: 008584)

Any person who requires further information may contact Begbies Traynor by telephone on 028 90918505.

7 July 2023

Dr. David Gallagher

Chairman

(4397463)

Place a deceased estates notice online

Place a notice in both a local newspaper and online in The Gazette in one easy step, and protect the executor from unknown creditors and beneficiaries. Simply create an account or login to your existing Gazette account and complete the online notice placement form.

Benefits include:

- A cost-effective service
- A quick and easy process
- PO Box forwarding to retain anonymity
- The comfort that you are ensuring due diligence for your client
- A notice which is prominently recorded in the UK's official public record, easily accessible online and nationwide
- Providing the executor with peace of mind knowing they have taken sufficient steps to find any unknown creditors or beneficiaries



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

 **tso**
a Williams Lea company

10266 11/22

Terms and conditions relating to submission of notices

The Gazette (which includes the London, Belfast and Edinburgh Gazette) is an official public record and the United Kingdom's longest continuously published newspaper. It is managed by The National Archives (a non-ministerial government department) under a concessionary contract with The Stationery Office Limited ("TSO" or the "Publisher", as defined below). Any capitalised terms referred to in these terms and conditions relating to submission of notices are defined below.

By placing a Notice in The Gazette you are consenting to put official information permanently on the public record and in the public domain, online (in The Gazette website or via The Gazette mobile app), in print, and via a data service (rather than by having to search for notices on The Gazette website, customers can either create a pdf of the Notices that they are interested in, or subscribe to an electronic version of The Gazette (in full or in part) which is provided as a data service).

These terms should be read in conjunction with:

- 1 The Publisher's [privacy policy](#)
- 2 The Publisher's [policies relating to submission of notice](#); and
- 3 [Royal Mail general terms and conditions](#) (applicable to Notices Placers utilising the Forwarding Service)

which (as amended from time to time) together govern the submission of Notices.

Notice Placers, as defined below, may place a Notice in The Gazette either because there is a statutory requirement to do so, or to do so voluntarily to put information in The Gazette in order to create an official record of fact. All Notice Placers must have the authority to place the notice that they submit for publishing. TSO, as the Publisher, is required to verify the authority of Notice Placers who place Notices and has the authority to refuse to publish Notices from Notice Placers whose authority cannot be effectively verified.

Notices received for publication usually fall under the following broad headings:

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.

These terms and conditions ("**Terms and Conditions**") govern submission of Notices (as defined below) to The Gazette. By submitting Notices, howsoever communicated, whether at the website www.thegazette.co.uk (the "**Website**") or by email, post and/or facsimile, the Notice Placer (as defined below) agrees to be bound by these Terms and Conditions. Where the Notice Placer is acting as an agent or as a representative of a principal, the Notice Placer warrants that the principal agrees to be bound by these Terms and Conditions.

The Publisher reserves the right to modify these Terms and Conditions at any time. Such modifications shall be effective immediately upon publication. By submitting Notices to The Gazette after the Publisher has published such modifications, the Notice Placer, including any principal, agrees to be bound by the revised Terms and Conditions. For the avoidance of doubt the Royal Mail's terms and conditions above will be read subject to the terms and conditions of this Agreement and the Publisher's own terms referenced above will take precedence. The Publisher is not liable to the Notice Placer for the availability, access and/or any accuracy of any information placed on any third-party website.

1 Definitions

1.1 In these Terms and Conditions:

"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 Notice Placer as set out in the Authorised Scale of Charges;

"Forwarding Service" means the postal service provided indirectly via The Royal Mail, in order to use The Gazette's postal box for correspondence in order to prevent a personal address from being publicly and permanently available on the official public record;

"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 Notice Placer, save in respect of any Local Newspaper Notice, to which other terms may apply where indicated in these Terms and Conditions;

"Notice Placer" 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;

"Publisher" means The Stationery Office Limited and or TSO, with registered company number 03049649, acting in accordance with the concessionary contract awarded by The National Archives.

"Royal Mail" means the Royal Mail Group Limited.

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 Notice Placer 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 Notice Placer 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 Notice Placer.

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 Notice Placer 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 Notice Placer; 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 Notice Placer.

For the avoidance of doubt, the Notice Placer agrees and accepts that, subject to the limited rights to edit any Notice referred to above, it is the Notice Placer 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 Notice Placer 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 and without liability on the part of the Publisher. The Notice Placer 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 use all reasonable endeavours to notify the Notice Placer of any action required to remedy any deficiency and publication shall not take place until the Publisher is reasonably satisfied that such action has been taken by the Notice Placer. Where publication has taken place the Notice placer will be sent communication with the proposed remedy which may include, but is not limited to, removal, reinsertion, retraction or substitution notice. The Notice Placer agrees and accepts that the mutual obligations and undertakings under this Agreement are sufficient consideration for the enforceability of these terms and conditions which the Notice Placer agrees are fair and reasonable.

6 Save for any liability that cannot be excluded or restricted by law, The National Archives or the Publisher's (including any successor organisations, affiliates, officers, directors, agents, subcontractors and/or employees) total aggregate liability whether arising from the acts and/or omissions of The National Archives or the Publisher arising out of or made in connection with any Notice or otherwise for any and all 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, equity, breach of statutory duty, strict liability or otherwise incurred shall be limited to one hundred and fifty per cent (150%) 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 Notice Placer and/or any third party or in respect of any Notice submitted by any Notice Placer for potential publication in The Gazette, which the Notice Placer 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 a failure to publish, or has published a Notice in error or with an error, the Publisher shall, at no charge to the Notice Placer, either publish the Notice at the next suitable opportunity, or in the event of an error, 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 Notice Placer (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, a Notice Placer is submitting Notices in bad faith, is in breach of clause 11 below, or has dealings with Notice Placers 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 Notice Placer 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 Notice Placer warrants and undertakes to the Publisher:

11.1 that it has the (legal) 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.

The Notice Placer agrees and accepts that the Publisher is reliant upon the services of the Royal Mail in order to deliver the Forwarding Service and accordingly any failure and/or inability of the Royal Mail to deliver the Forwarding Service shall in so far as reasonably possible not put the Publisher to be in breach of this Agreement unless the Publisher was the sole contributory to the breach and/or negligent on its part to properly supervise the Royal Mail in relation to the Services.

13 The Notice Placer 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 Notice Placer (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 Notice Placer 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 Notice Placer 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 Notice Placer shall promptly notify the Publisher in writing of any actual, threatened or suspected claim made by a third party or parties against the Notice Placer 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 Notice Placer 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 Notice Placer, 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 Notice Placer 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 Notice Placer 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 Notice Placer 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 Notice Placer 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 Notice Placer agrees that the Publisher shall have no liability whatsoever in respect of such use by the Publisher or third parties. The Gazette will at all times act with confidentiality, discretion and adhere to any legislative requirements.

17 The Notice Placer 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 Notice Placer's account related to such authorities and the Notice Placer 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 Notice Placer 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 Notice Placer 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 Notice Placer;

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, the Publisher shall arrange for the local newspaper to publish the corrected Local Newspaper Notice at no additional cost to the Notice Placer. Both parties agree (including on behalf of any principal, if applicable) that this shall be the sole remedy of the Notice Placer (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 Notice Placer and/or any third party (including, without limitation, any principal of the Notice Placer) 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 the 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, which is subject to Clause 12 (above), The Gazette will replace the Notice Placer 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 via Royal Mail from The Gazette to the Notice Placer or executor (if different).

Please be aware that correspondence received by The Gazette's postal box (subject to the final condition of the mail and delivery of the same), will using reasonable endeavours be opened, scanned, and securely stored. The scans will be retained for as long as the service remains (paid for and) in place and for a period of 6 months beyond that time, so that any copies of claims can be requested and communicated to the executor (for example in circumstances where Royal Mail has failed to deliver a claim) and in using this service you are consenting to the provisions of this clause; The Gazette will at all times act with confidentiality, discretion and adhere to any legislative requirements.

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 posted to the sender where possible and or securely destroyed, and the Notice Placer or executor's name and address details will be removed from the Forwarding Service.

20 The Notice Placer 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 Notice Placer 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 Notice Placer.

21 Please note that TSO uses Stripe on its eCommerce sites to process credit or debit card transactions. Goods that are out of stock are charged for immediately and despatched when the goods are in stock. By placing an order you agree to this process.

22 If the Notice Placer wishes to make a complaint, all such complaints shall be submitted in writing to customer.services@thegazette.co.uk

23 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.

24 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 Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

AUTHORISED SCALE OF CHARGES
From 1 January 2023

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

No VAT is payable on printed copies

		Public sector placing mandatory notices or state notices		All other advertisers	
		XML, webform, Gazette template	Other	XML, webform, Gazette template	Other
		Ex VAT	Ex VAT	Ex VAT	Ex VAT
1	Corporate and Personal Insolvency Notices	£0.00	£24.60	£80.00	£109.20
	(2 - 5 Related Companies/Individuals charged at double the single rate)	£0.00	£49.20	£160.00	£218.40
	(6 - 10 Related Companies charged at treble the single rate)	£0.00	£73.80	£240.00	£327.60
[Pursuant to the Insolvency Act 1986, the Insolvency Rules 1986, Companies (Forms) (Amendment) Regulations 1987 and any subsequent amending legislation]					
2	Deceased Estates Notices Pursuant to s.28 Trustee Act (Northern Ireland) 1958			£80.00	£109.20
3	All other Notices - charged by event	£0.00	£24.60	£80.00	£109.20
	(2 - 5 Related events will be charged at double the single rate)	£0.00	£49.20	£160.00	£218.40
	(6 - 10 Related events will be charged at treble the single rate)	£0.00	£73.80	£240.00	£327.60
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		£44.50		£49.75
5	Late advertisements - accepted after 3pm, one day prior to publication		£44.50		£49.75
6	Withdrawal of Notices - after 3pm, one day prior to publication		£24.60	£80.00	£109.20
7	Other services				
	A brand, logo, map, signature image	£63.45	£63.45	£72.55	£72.55
	Forwarding service for Deceased Estates	£63.45	£63.45	£72.55	£72.55
	Newspaper placement for Deceased Estates (webform and template only)	£220.00		£220.00	
	Redaction of information within a published notice	£216.40	£216.40	£240.70	£240.70
	Reinsertion of notice	£24.60	£24.60	£80.00	£109.20

- A single edition of the printed copy is available to notice placers for £5.50 and non-notice placers for £11.00 (VAT exempt)
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