



# THE GAZETTE

EDINBURGH GAZETTE

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## Contents

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### State/26\*

Royal family/

Parliament & Assemblies/

Honours & Awards/

Church/

Environment & infrastructure/

Health & medicine/

### Other Notices/27\*

Money/

### Companies/28\*

People/

### Terms & Conditions/29\*

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\* Containing all notices published online on 2 January 2018

# STATE

## ARMS, CRESTS & BADGES

### CHANCERY OF THE ORDER OF THE THISTLE

#### COURT OF THE LORD LYON

#### THE MOST ANCIENT AND MOST NOBLE ORDER OF THE THISTLE

THE QUEEN has been graciously pleased to make the following appointment within the Most Ancient and Most Noble Order of the Thistle

His Grace Sir Richard Walter John Montagu Douglas SCOTT, Duke of BUCCLEUCH AND QUEENSBERRY, K.B.E.

To be dated 30 November 2017

Chancellor of the Order (2940490)

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## Honours & awards

### State Awards

#### ORDER OF THE THISTLE

### CHANCERY OF THE ORDER OF THE THISTLE

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# 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. (2909780)

# COMPANIES

## Corporate insolvency

### Liquidation by the Court

#### PETITIONS TO WIND-UP

##### SHARP CONSTRUCTION (SCOTLAND) LIMITED

Company Number: SC359969

Notice is hereby given that on 14 December 2017 a Petition was presented to the Sheriff at Dunfermline Sheriff Court by Sharp Construction (Scotland) Limited craving the Court, inter alia, that Sharp Construction (Scotland) Limited, having its registered office at Unit 20, Ore Valley Business Centre, 93 Main Street, Lochgelly, Fife, KY5 9AF be wound up by the Court and that Kenneth Wilson Pattullo, of Begbies Traynor (Central) LLP, Third Floor, Finlay House, 10 – 14 West Nile Street, Glasgow, G1 2PP and Adam Charles Southward of Begbies Traynor (Central) LLP, Second Floor, Excel House, Semple Street, Edinburgh, EH3 8BL be appointed as Interim Liquidators; in which Petition the Sheriff by Interlocutor dated 14 December 2017 ordained any persons, if they intend to show cause why the prayer of the Petition should not be granted, to lodge Answers with the Sheriff Clerk at Dunfermline Sheriff Courthouse within eight days after intimation, service or advertisement, all of which Notice is hereby given.

*Gillian Buchanan*, Thorntons Law LLP, Whitehall House, 33 Yeaman Shore, DUNDEE DD1 4BJ.

Agent for Petitioner (2940491)

No L29 of 2017

##### SOUTHERN MINERALS LIMITED

Company Number: SC507986

Notice is hereby given that on 12 December 2017 a Petition was presented to the Sheriff of Lothian and Borders at Livingston by Close Brothers Limited craving the Court inter alia to order that Southern Minerals Limited, a company incorporated under the companies act (company number SC507986) and having its registered office at 17a Bank Street, Mid Calder, Scotland, EH53 0AS be wound up and that Matthew Purdon Henderson, Insolvency Practitioner of Johnston Carmichael LLP, 7 – 11 Melville Street, Edinburgh, EH3 7PE, be appointed as Interim Liquidator, in which Petition the Sheriff by Interlocutor dated 21 December 2017 appointed all persons having an interest to lodge Answers thereto in the hands of the Sheriff Clerk at Livingston within 8 days after such intimation, service or advertisement, under certification; all of which Notice is hereby given. Shepherd and Wedderburn LLP, 1 Exchange Crescent, Conference Square, Edinburgh, EH3 8UL Agent for the Petitioner (2940469)

## Partnerships

### TRANSFER OF INTEREST

#### CHANGE IN THE MEMBERS OF A PARTNERSHIP NOTICE OF THE CESSATION AND APPOINTMENT OF LIMITED PARTNERS FOR

##### MITHERIDGE OPPORTUNITY SELECT LP

(Registered No. SL029242)

Mitheridge Opportunity Select LP (SL029242) having its principal place of business at Citypoint, 65 Haymarket Terrace, Edinburgh, EH12 5HD (the "Partnership") hereby gives notice that on 18 December 2017 Mitheridge Capital Management Carry Limited assigned all of their interest in the Partnership to Brambling Carry LLP with effect from that date.

Signed on behalf of Mitheridge Opportunity Select (GP) LLP (2940492)

#### MANCHESTER CHARLES STREET RESIDENTIAL SCOTTISH LIMITED PARTNERSHIP

(the "Partnership")

##### TRANSFER OF PARTNERSHIP INTEREST

Notice is hereby given that on 22 December 2017 OXFORD PROPERTY TRADING LTD. transferred the whole of its interest in MANCHESTER CHARLES STREET RESIDENTIAL SCOTTISH LIMITED PARTNERSHIP (the "**Partnership**") a limited partnership registered in England and Wales with number SL032408 to SELECT CHARLES STREET RESIDENTIAL LP LIMITED and therefore ceased to be a limited partner in the Partnership.

Signed: for and on behalf of MANCHESTER CHARLES STREET RESIDENTIAL (SLP GP) LIMITED in its capacity as general partner of MANCHESTER CHARLES STREET RESIDENTIAL SCOTTISH LIMITED PARTNERSHIP

Principal Place of Business of the Partnership: Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EN (2940493)

##### NOMA LIMITED PARTNERSHIP

(Registered No. SL016215)

##### TRANSFER OF PARTNERSHIP INTEREST

Notice is hereby given, pursuant to section 10 of the Limited Partnerships Act 1907, that on 21 December 2017, Co-operative Group Limited transferred its entire limited partnership interests held by it in NOMA Limited Partnership (the "**Partnership**"), to Britel Fund Trustees Limited (acting in its capacity as trustee of the BT Pension Scheme), which increased the interests held by it as an existing Limited Partner in the Partnership.

Signed for and on behalf of

##### NOMA (GP) Limited

in its capacity as general partner of

##### NOMA Limited Partnership

Principal place of business of the Partnership: 15 Atholl Crescent, Edinburgh, Scotland EH3 8HA (2940494)

# Terms and Conditions Relating to Submission of Notices

The Gazette (which includes the London, Belfast and Edinburgh Gazette) is the Official Public Record and the United Kingdom's longest continuously published newspaper. It has been published by Authority since 1665. The Gazette publishes official, legal and regulatory notices pursuant to legislation and on behalf of the persons who are required by law to notify the public at large of certain information. For the avoidance of doubt all references to **"The Gazette"** shall include the London, Belfast and Edinburgh and any supplements to the Gazette, as well as all mediums, including the online and paper versions of the Gazette.

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

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

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

## 1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 The Advertiser warrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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