



THE GAZETTE

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ENVIRONMENT & INFRASTRUCTURE

ENVIRONMENTAL PROTECTION

TRANSPORT SCOTLAND NOTICE OF DETERMINATION A82 KIACHNISH BRIDGE ENVIRONMENTAL IMPACT ASSESSMENT DETERMINATION UNDER SECTION 55A OF THE ROADS (SCOTLAND) ACT 1984

The Scottish Ministers give notice that they have determined that the project for repairing the scour damage to the Kiachnish Bridge on the A82 is a relevant project within the meaning of section 55A of the Roads (Scotland) Act 1984 ("the 1984 Act") and falls within Annex II of Directive 2011/92/EU on the assessment of certain public and private projects on the environment, but that having regard to –

- (a) the selection criteria contained in Annex III of that Directive, namely
 - (i) the use of natural resources, in particular land, soil, water and biodiversity;
 - (ii) the production of waste;
 - (iii) pollution and nuisances;
 - (iv) the risks to human health (for example due to water contamination or air pollution);
 - (v) coastal zones and the marine environment,
- (b) the results of the Environmental Screening Assessment under section 55A(2) of the 1984 Act and the field survey undertaken in November 2020 which determined that, with mitigation measures in place, the works will not have significant impacts on the environment,
- (c) the information set out in the Record of Determination dated 22 February 2021, available at <https://www.transport.gov.scot/transport-network/roads/road-orders-and-records-of-determination/#63527>, the project does not require an Environmental Impact Assessment.

The main reasons for the conclusion that no Environmental Impact Assessment is required are:

- (a) The works are not within a densely populated area;
- (b) The scheme is not situated in whole or in part in a "sensitive area" as listed under regulation 2(1) of the Environmental Impact Assessment (Scotland) Regulations 1999 (as amended);
- (c) Mitigation measures and licences will be in place to ensure no short-term or long-term significant negative impacts on biodiversity; and
- (d) Measures will be in place to ensure no short-term or long-term significant negative impact on local residents and road users.

The features of the project which are envisaged to avoid or prevent significant adverse effects on the environment are:

- (a) The working areas will be contained and 'dry working' will be undertaken to prevent debris or materials from entering the surrounding environment;
- (b) Pollution prevention measures and best practice will be adhered to at all times;
- (c) The waste hierarchy will be applied to all waste arising; and
- (d) The Marine Licence conditions will be adhered to at all times.

S LEES

A member of the staff of the Scottish Ministers

Transport Scotland, Roads, Buchanan House, 58 Port Dundas Road, Glasgow G4 0HF (3810640)

Planning

TOWN PLANNING

SOUTH AYRSHIRE COUNCIL TOWN AND COUNTRY PLANNING (SCOTLAND) ACT 1997, AS AMENDED BY THE PLANNING ETC. (SCOTLAND) ACT 2006, PLANNING (LISTED BUILDINGS AND CONSERVATION AREAS) (SCOTLAND) ACT 1997 (AS AMENDED), THE PLANNING (LISTED BUILDING CONSENT AND CONSERVATION AREA CONSENT PROCEDURE) (SCOTLAND) REGULATIONS 2015 TOWN AND COUNTRY PLANNING (SCOTLAND) ACT 1997, AS AMENDED BY THE PLANNING ETC. (SCOTLAND) ACT 2006, PLANNING (LISTED BUILDINGS AND CONSERVATION AREAS) (SCOTLAND) ACT 1997 (AS AMENDED), THE PLANNING (LISTED BUILDING CONSENT AND CONSERVATION AREA CONSENT PROCEDURE) (SCOTLAND) REGULATIONS 2015

These applications, associated plans and supporting documents can be viewed online. Applications can also be viewed at County Buildings, Wellington Sq, Ayr, KA7 1RD, from 08:45-16:45hrs (Mon-Thu) & 08:45-16:00hrs (Fri).

LISTED BUILDING IN CONSERVATION AREA

Ref: 21/00412/LBC, Alterations to listed building at 7 Crosbie Tower, 139 South Beach, Troon, KA10 6EH

Comments may be submitted online, in writing, or at planning.development@south-ayrshire.gov.uk by 22/06/21

Further information on how we will process and publish your personal information can be found in our Privacy Policy [south-ayrshire.gov.uk/planning/privacy.aspx](https://www.south-ayrshire.gov.uk/planning/privacy.aspx)

Proposal/Reference

Listed Building

Proposal/Site Address

Ref: 21/00412/LBC Alterations to listed building - 7 Crosbie Tower, 139 South Beach, Troon, South Ayrshire, KA10 6EH (3810636)

FIFE COUNCIL TOWN & COUNTRY PLANNING (SCOTLAND) ACT 1997 AND RELATED LEGISLATION

The applications listed in the schedule may be viewed online at www.fife.gov.uk/planning

Public access computers are available in Local Libraries. Comments can be made online or in writing to Fife Council, Planning Services, Fife House, North Street, Glenrothes, KY7 5LT within 21 days from the date of this notice.

Proposal/Reference

21/01474/LBC

Proposal/Site Address

The Great House Priory Court Pittenweem Anstruther Fife KY10 2LJ

Name and Address of Applicant

Mrs Elizabeth Riches

Description of Proposal

Listed building consent for internal alterations

Proposal/Reference

21/01412/LBC

Proposal/Site Address

Dales Farmhouse Dunfermline Fife KY11 7HR

Name and Address of Applicant

Major David Ronaldson

Description of Proposal

Listed building consent for installation of French door and side screen to rear elevation

Proposal/Reference

21/01071/LBC

Proposal/Site Address

14 Greyfriars Garden St Andrews Fife KY16 9HG

Name and Address of Applicant

Mr G Harper

Description of Proposal

Listed building consent for internal and external alterations to dwellinghouse including formation of 2nd dormers, installation of rooflights and installation of replacement windows

Proposal/Reference

21/01470/LBC

Proposal/Site Address

Cowan House 8 High Street Crail Anstruther Fife KY10 3TD

Name and Address of Applicant

Prof William Cresswell

Description of Proposal

Listed building consent for external alterations to front porch including repainting and installation of replacement windows and roofing

Proposal/Reference

21/01416/ARC

Proposal/Site Address

Eden Campus Main Street Guardbridge St Andrews Fife KY16 0UU

Name and Address of Applicant

University of St Andrews

Description of Proposal

Approval of Matters Specified by Condition 3 of 14/01933/PPP for the erection of a dry lab facility and associated works

Proposal/Reference

21/01466/LBC

Proposal/Site Address

Victoria Cottage Lammerlaws Road Burntisland Fife KY3 9BS

Name and Address of Applicant

Mr Ian Quinney

Description of Proposal

Listed building consent for installation of electric vehicle charge point and security camera to side of dwellinghouse (3810638)

CLACKMANNANSHIRE COUNCIL**NOTICE OF APPLICATIONS PUBLISHED UNDER REGULATION 20(1) OF THE TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE)(SCOTLAND) REGULATIONS 2008 PLANNING APPLICATIONS**

You can see the Planning Register with details of all planning applications on the Council's website www.clacksweb.org.uk/eplanning/ or at the Council Offices, Kilncraigs, Greenside Street, Alloa FK10 1EB from 9.00 a.m. to 5.00 p.m. Monday - Friday (except Bank Holidays). The applications listed below are likely to be of a public interest.

If you want the Council to take note of your views on any application you can comment online at the address above or write to the Council's Head of Development Services at Kilncraigs, Greenside Street, Alloa, FK10 1EB within 14 days or e-mail planning@clacks.gov.uk. When you make a comment, your views will be held on file and published on the Council's website. You will be notified of the Council's decision. If you need any advice, please contact Clackmannanshire Council at Kilncraigs, Greenside Street, Alloa FK10 1EB Tel: 01259 450000.

Proposal/Reference

21/00137/PPP

Proposal/Site Address

18 Dollar Road, Tillicoultry, Clackmannanshire, FK13 6PA

Description of Proposal

Erection Of 2 No. Houses With Parking In Garden Ground

Reason For Advertising:-

Affecting the Setting of a Listed Building
(Re-advertisement of Application due to Agent submitting previous application to wrong address)

Proposal/Reference

20/00172/FULL

Proposal/Site Address

9 Hill Street, Tillicoultry, Clackmannanshire, FK13 6HF

Description of Proposal

Partial Change Of Use Of Shop (Class 1) To Hot Food Takeaway
Including Installation Of Roof Mounted Ventilation Flue

Reason For Advertising:-

Development in a Conservation Area
(Re-advertised due to revised plans) (3810641)

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. (3725067)

COMPANIES

Corporate insolvency

Liquidation by the Court

APPOINTMENT OF LIQUIDATORS

In the Falkirk Sheriff Court

No FAL2 of 2021

D-MAC SERVICES SCOTLAND LTD

Company Number: SC482584

Registered office: c/o FRP Advisory Trading Ltd, Apex 3, 95 Haymarket Terrace, Edinburgh, EH12 5HD

Principal trading address: 12 Castle Street, Bankside Industrial Estate, Falkirk, FK2 7UY

We, *Thomas Campbell MacLennan* and *Alexander Iain Fraser*, both of FRP Advisory Trading Ltd, Apex 3, 95 Haymarket Terrace, Edinburgh, EH12 5HD, (IP Nos. 8209 and 9218) give notice that on 21 May 2021, we were appointed Joint Interim Liquidators of the above named company. The nature of the business of the company is plumbing, heat and air conditioning installation.

Contact details for Joint Liquidators, Tel: 0330 055 5455, Email: cp.edinburgh@frpadvisory.com. Alternative contact: Stacey Bungay, Tel: 0330 055 5464; Email: Stacey.Bungay@frpadvisory.com

Thomas Campbell MacLennan, Joint Liquidator

21 May 2021

Ag EH22044

(3810337)

Members' voluntary liquidation

APPOINTMENT OF LIQUIDATORS

Company Number: SC562813

ARCHSOL LTD

Nature of Business: Information technology consultancy activities

Type of Liquidation: Members

Registered office: 50 King's Meadow, Edinburgh, EH16 5JW

Principal trading address: 50 King's Meadow, Edinburgh, EH16 5JW

David Kerr, of SFP Restructuring Limited, 9 Ensign House, Admirals Way, Marsh Wall, London E14 9XQ

Office Holder Number: 9161.

For further details contact: David Kerr or Molly Smith, telephone number: 020 7538 2222

Date of Appointment: 21 May 2021

By whom Appointed: Members

Ag EH21979

(3810336)

Company Number: SC318698

CALSAM TECH LIMITED

Nature of Business: Professional, scientific and technical activities not elsewhere classified

Type of Liquidation: Members

Registered office: Old Hall House, Main Street, Luthermuir, Aberdeenshire, AB30 1YR

Principal trading address: Old Hall House, Main Street, Luthermuir, Aberdeenshire, AB30 1YR

Kenneth Wilson Pattullo and *Kenneth Robert Craig*, both of Begbies Traynor (Central) LLP, 7 Queen's Gardens, Aberdeen, AB15 4YD

Office Holder Numbers: 008368 and 008584.

Further details contact: Kenneth Pattullo, Tel: 01224 602 870, Email: ken.pattullo@btguk.com. Alternative contact: Corina Popovici, Tel: 01224 602 870, Email: corina.popovici@btguk.com

Date of Appointment: 21 May 2021

By whom Appointed: Members

Ag EH21973

(3810342)

Company Number: SC491138

GBLACK CONSULTING LTD

Nature of Business: Other business support service activities not elsewhere classified

Type of Liquidation: Members

Registered office: Flat 1/1 164 Cumbernauld Road, Stepps, Glasgow, G33 6HA

Principal trading address: Flat 1/1 164 Cumbernauld Road, Stepps, Glasgow, G33 6HA

Steve Henson, of Castle Hill Insolvency Limited, 1 Battle Road, Heathfield, Newton Abbot, TQ12 6RY

Office Holder Number: 10652.

Further details contact: Steve Henson, Tel: 01626 510020, Email: ellen.billingsley@castlehillinsolvency.com. Alternative contact: Adam Buck.

Date of Appointment: 24 May 2021

By whom Appointed: Members

Ag EH22019

(3810334)

Company Number: SC539221

SCOTIA CONTRACTING SERVICES LTD

Nature of Business: Other business support service activities not elsewhere classified

Type of Liquidation: Members

Registered office: 3rd Floor, 116 Dundas Street, Edinburgh, EH3 5DQ

Principal trading address: (Formerly) 8 Mansfield Road, Balmullo, St Andrews, Fife, KY16 0DQ

David Kerr, of SFP Restructuring Limited, 9 Ensign House, Admirals Way, Marsh Wall, London E14 9XQ

Office Holder Number: 9161.

For further details contact: David Kerr or Sebastian Elledge, telephone number: 020 7538 2222

Date of Appointment: 18 May 2021

By whom Appointed: Members

Ag EH21872

(3810341)

NOTICES TO CREDITORS

ARCHSOL LTD

Company Number: SC562813

Registered office: 50 King's Meadow, Edinburgh, EH16 5JW

Principal trading address: 50 King's Meadow, Edinburgh, EH16 5JW

Notice is hereby given under Section 109 of the Insolvency Act 1986 that on 21 May 2021 the above named Company was placed into members' voluntary liquidation and David Kerr was appointed Liquidator. The Company is presently expected to be able to pay its known liabilities in full.

Notice is also hereby given that all creditors are required, on or before 21 July 2021, to send to the Liquidator of the Company, David Kerr of SFP Restructuring Limited, 9 Ensign House, Admirals Way, Marsh Wall, London E14 9XQ, their statement of claim together with documentary evidence of that claim in accordance with Rule 7.16 of the Insolvency (Scotland) (Receivership and Winding up) Rules 2018. A statement of claim can be downloaded at <https://www.aib.gov.uk/claim-rule-716-statement-claim-creditor>.

It should be noted that, if a creditor does not deliver its claim to the Liquidator at the latest of 8 weeks before the end of the first accounting period, the liquidator may make distributions to creditors or shareholders that he thinks fit without regard to the claim of any such creditor.

For further details contact: David Kerr or Abigail Collins, telephone number: 020 7538 2222

David Kerr, Liquidator

26 May 2021

Ag EH21979

(3810340)

GBLACK CONSULTING LTD

Company Number: SC491138

Registered office: Flat 1/1 164 Cumbernauld Road, Stepps, Glasgow, G33 6HA

Principal trading address: Flat 1/1 164 Cumbernauld Road, Stepps, Glasgow, G33 6HA

Notice is hereby given that creditors of the Company are required, on or before 2 August 2021, to prove their debts by delivering a statement of claim and documentary evidence of debt (in the format specified in Rule 7.16 of the Insolvency (Scotland) (Receivership and Winding up) Rules 2018) to the Liquidator at 1 Battle Road, Heathfield, Newton Abbot, TQ12 6RY.

If so required by notice from the Liquidator, creditors must produce any document or other evidence which the Liquidator considers is necessary to substantiate the whole or any part of a claim.

Note: The Directors of the Company have made a declaration of solvency and it is expected that all creditors will be paid in full. Date of Appointment: 24 May 2021. Office Holder Details: Steve Henson (IP No: 10652) of Castle Hill Insolvency Limited, 1 Battle Road, Heathfield, Newton Abbot, TQ12 6RY

Further details contact: Steve Henson, Tel: 01626 510020, Email: ellen.billingsley@castlehillinsolvency.com. Alternative contact: Adam Buck.

Steve Henson, Liquidator

27 May 2021

Ag EH22019

(3810343)

SCOTIA CONTRACTING SERVICES LTD

Company Number: SC539221

Registered office: 3rd Floor, 116 Dundas Street, Edinburgh, EH3 5DQ

Principal trading address: (Formerly) 8 Mansfield Road, Balmullo, St Andrews, Fife, KY16 0DQ

Notice is hereby given under Section 109 of the Insolvency Act 1986 that on 18 May 2021 the above named Company was placed into members' voluntary liquidation and David Kerr (IP No 9161) was appointed Liquidator. The Company is presently expected to be able to pay its known liabilities in full.

Notice is also hereby given that all creditors are required, on or before 21 July 2021, to send to the Liquidator of the Company, David Kerr of SFP Restructuring Limited, 9 Ensign House, Admirals Way, Marsh Wall, London E14 9XQ, their statement of claim together with documentary evidence of that claim in accordance with Rule 7.16 of the Insolvency (Scotland) (Receivership and Winding up) Rules 2018. A statement of claim can be downloaded at <https://www.aib.gov.uk/claim-rule-716-statement-claim-creditor>. It should be noted that, if a creditor does not deliver its claim to the Liquidator at the latest of 8 weeks before the end of the first accounting period, the liquidator may make distributions to creditors or shareholders that he thinks fit without regard to the claim of any such creditor.

Date of appointment: 18 May 2021 Office Holder details: David Kerr (IP no. 9161) of SFP Restructuring Limited, 9 Ensign House, Admirals Way, Marsh Wall, London E14 9XQ.

For further details contact: David Kerr or Abigail Collins, telephone number: 020 7538 2222

David Kerr, Liquidator

26 May 2021

Ag EH21872

(3810335)

RESOLUTION FOR VOLUNTARY WINDING-UP

ARCHSOL LTD

Company Number: SC562813

Registered office: 50 King's Meadow, Edinburgh, EH16 5JW

Principal trading address: 50 King's Meadow, Edinburgh, EH16 5JW

At a General Meeting of the members of the above named company, duly convened and held at 50 King's Meadow, Edinburgh, EH16 5JW, on 21 May 2021, the following resolutions were duly passed as a special resolution and as an ordinary resolution:

"That the Company be wound up voluntarily and that David Kerr, of SFP Restructuring Limited, 9 Ensign House, Admirals Way, Marsh Wall, London E14 9XQ, (IP No. 9161) be and he is hereby appointed as Liquidator for the purpose of the voluntary winding up."

For further details contact: David Kerr or Molly Smith, telephone number: 020 7538 2222

Karthik Kulukuloori, Director

28 May 2021

Ag EH21979

(3810338)

CALSAM TECH LIMITED

Company Number: SC318698

Registered office: Old Hall House, Main Street, Luthermuir, Aberdeenshire, AB30 1YR

Principal trading address: Old Hall House, Main Street, Luthermuir, Aberdeenshire, AB30 1YR

At a General Meeting of the above-named Company, duly convened, and held at River Court, 5 West Victoria Dock Road, Dundee, DD1 3JT on 21 May 2021, at 10.45 am, the following resolutions were passed as a Special Resolution and as an Ordinary Resolution:

"That the Company be wound up voluntarily and that Kenneth Wilson Pattullo and Kenneth Robert Craig, both of Begbies Traynor (Central) LLP, 7 Queen's Gardens, Aberdeen, AB15 4YD, (IP Nos. 008368 and 008584) be appointed Joint Liquidators of the Company and that they act jointly and severally."

Further details contact: Kenneth Pattullo, Tel: 01224 602 870, Email: ken.pattullo@btguk.com. Alternative contact: Corina Popovici, Tel: 01224 602 870, Email: corina.popovici@btguk.com

Steven Edward McGuigan, Director

28 May 2021

Ag EH21973

(3810339)

GBLACK CONSULTING LTD

Company Number: SC491138

Registered office: Flat 1/1 164 Cumbernauld Road, Stepps, Glasgow, G33 6HA

Principal trading address: Flat 1/1 164 Cumbernauld Road, Stepps, Glasgow, G33 6HA

Notice is hereby given that the following resolutions were passed on 24 May 2021, as a special resolution and an ordinary resolution respectively:

"That the company be wound up voluntarily and that Steve Henson, of Castle Hill Insolvency Limited, 1 Battle Road, Heathfield, Newton Abbot, TQ12 6RY, (IP No: 10652) be appointed as Liquidator for the purposes of such voluntary winding up."

Further details contact: Steve Henson, Tel: 01626 510020, Email: ellen.billingsley@castlehillinsolvency.com. Alternative contact: Adam Buck.

Graham Black, Director

27 May 2021

Ag EH22019

(3810333)

SCOTIA CONTRACTING SERVICES LTD

Company Number: SC539221

Registered office: 3rd Floor, 116 Dundas Street, Edinburgh, EH3 5DQ

Principal trading address: (Formerly) 8 Mansfield Road, Balmullo, St Andrews, Fife, KY16 0DQ

At a General Meeting of the members of the above named company, duly convened and held at 8 Mansfield Road, Balmullo, St Andrews, Fife, KY16 0DQ, on 18 May 2021, the following resolutions were duly passed as a special resolution and as an ordinary resolution:

"That the Company be wound up voluntarily and that David Kerr, of SFP Restructuring Limited, 9 Ensign House, Admirals Way, Marsh Wall, London E14 9XQ, (IP No.9161) be and he is hereby appointed as Liquidator for the purpose of the voluntary winding up."

For further details contact: David Kerr or Sebastian Elledge, telephone number: 020 7538 2222

David Gilchrist, Director

18 May 2021

Ag EH21872

(3810344)

Partnerships

TRANSFER OF INTEREST

LIMITED PARTNERSHIPS ACT 1907

ACIF INFRASTRUCTURE LP

REGISTERED IN SCOTLAND NUMBER SL013339

Each of OP Fund Management Company Ltd on behalf of OP-Private Target Return Fund (non-UCITS) and OP Fund Management Company Ltd on behalf of OP-Private Target Return Plus Fund (non-UCITS) has transferred its entire interest in ACIF Infrastructure LP, a limited partnership registered in Scotland with number SL013339 (the

“Partnership”) to OP Fund Management Company Ltd on behalf of OP-Alternative Portfolio Fund. Each of OP Fund Management Company Ltd on behalf of OP-Private Target Return Fund (non-UCITS) and OP Fund Management Company Ltd on behalf of OP-Private Target Return Plus Fund (non-UCITS) has ceased to be a limited partner of the Partnership. OP Fund Management Company Ltd on behalf of OP-Alternative Portfolio Fund has been admitted as a limited partner of the Partnership. (3810639)

LIMITED PARTNERSHIPS ACT 1907

GRESHAM HOUSE SUSTAINABLE TIMBER AND ENERGY LP

Registered in Scotland: Number SL7703

Notice is hereby given, pursuant to Section 10 of the Limited Partnerships Act 1907, that pursuant to the assignments of the respective Limited Partnership interests referred to in the schedule annexed as relative hereto (the “Schedule”), the assignors detailed in the Schedule transferred to the respective assignees the various

interests held by such assignees in Gresham House Sustainable Timber and Energy LP, a limited partnership registered in Scotland with number SL7703 and such assignors ceased to be limited partners and such assignees became limited partners in Gresham House Sustainable Timber and Energy LP.

Schedule

Transferor	Transferee	Effective Date
Executors Philip Richard Vernon Watkins	Lilian Effie Watkins	20/05/2021

Anthony Crosbie Dawson

Gresham House Forest Funds General Partner Ltd as General Partner of Gresham House Sustainable Timber and Energy LP

(3810637)



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GAZETTE
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a Williams Lea company

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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.

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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, 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 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 a failure to publish, or has published a Notice in error or with an error, the Publisher shall, at no charge to the Advertiser, 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 Advertiser (including any principal, if applicable) and the full extent of the limit of the Publisher's liability in these circumstances.

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

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

11 The Advertiser warrants:

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

11.2 the Notice is true and accurate in all respects and does not mislead or contain potentially fraudulent information;

11.3 the Notice is submitted in good faith, does not contravene any law (statutory or otherwise), nor is it in any way illegal, defamatory or an infringement of any other party's rights or of any applicable advertising regulations, guidelines or codes of practice, nor is it subject to any court order prohibiting such publication.

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

13 The Advertiser agrees to fully indemnify (as a debt) and hold the Publisher and The National Archives or any successor organisation, including any affiliates, officers, directors, agents, subcontractors and employees harmless from all liabilities, costs, expenses, damages and losses (including, without limitation) any direct, indirect, consequential and/or special losses and/or damage, loss of profit, loss of reputation and/or goodwill and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and/or expenses (including legal costs) suffered or incurred (including negligence) in respect of any matter arising out of, in connection with or relating to any Notice (including, without limitation, clause 11 of the Terms and Conditions) and including (without limitation) in respect of any claim and/or demand (including threatened and/or potential claims or demands) made by any third party which may constitute a breach and/or potential breach by the Advertiser (or their principal) of these Terms and Conditions or of any law and/or any of the rights of a third party. The Publisher shall consult with the Advertiser as to the way in which such applicable claims, demands or potential claims or demands are handled but the Publisher shall retain the sole, absolute and final decision on all aspects of any matter arising from the aforementioned indemnity, including the choice of instructing legal representatives, steps taken in or related litigation and/or decisions to settle the case. The Advertiser shall use best endeavours to provide, at its own expense, such co-operation and assistance as the Publisher may reasonably request including in respect of any principal (if applicable) and including, without limitation, the provision of and/or access to witnesses, access to premises and delivery up of documents and/or any evidence, including supporting any associated litigation and/or dispute resolution process.

14 The Advertiser shall promptly notify the Publisher in writing of any actual, threatened or suspected claim made by a third party or parties against the Advertiser and/or the Publisher in relation to a Notice. The Publisher reserves the right, following a claim or threatened claim, to immediately remove the Notice which is the subject of the complaint from the website at www.thegazette.co.uk and all other websites controlled by the Publisher containing the Notice, as well as from any other medium in which the Notice has been placed that is controlled by The Gazette, where possible. The Publisher may (at its sole and

absolute discretion) require the Advertiser to amend the Notice at its own cost before it agrees to re-publish the Notice if it is capable of rectification to avoid the claim, threatened or suspected claim. Any reinstatement of the Notice shall be at the sole and absolute discretion of the Publisher, whose decision in respect of such matter shall be final.

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

15 The Advertiser acknowledges that the Publisher may re-use Notices and/or allow third parties to re-use Notices accepted for publication in The Gazette for ongoing Gazette-related activity – for example to create a company profile page on The Gazette website and where you have also opted for a newspaper advertisement as well as a Gazette notice – and hereby assigns to the Publisher for and on behalf of the Crown, all rights, including but not limited to, copyright and/or other such intellectual property rights (as applicable) in all Notices, and warrants that any such activity in respect of any Notice (including any activity in the preparation of such Notice for publication in The Gazette) by the Publisher and/or third parties does not and will not infringe any legal right of the Advertiser or any third party. For the avoidance of doubt, all Notices and any content therein shall be Crown copyright and may be subject to the Open Government Licence (or any variation thereof).

16 The Advertiser accepts that the purpose of The Gazette is to disseminate information of interest to the public as widely as possible in the public interest. The Advertiser accepts that the information contained in the Notices published in The Gazette may be used for additional purposes by the Publisher or third parties after publication as stated above and that such use may be beyond the control of The Gazette. In such instances, the Advertiser agrees that the Publisher shall have no liability whatsoever in respect of such use by the Publisher or third parties. The Gazette will at all times act with confidentiality, discretion and adhere to any legislative requirements.

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, 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).

Please be aware that correspondence received by The Gazette's postal box may be opened (for example in circumstances where the intended recipient of the correspondence is not clear) and in using this service you are consenting to this, however 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 Dependants) 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 Please note that we use PayPage by Verifone on The Gazette to process credit or debit card transactions. This involves a £1.00 pre-authorised transaction by your bank to check that funds are available and that sum is then reserved, although no actual deduction or charge takes place. The reserved funds then become available to the customer after the pre-authorisation expires usually between 3-7 days (as a guideline). We use this process to validate all card orders and this allows us to hold orders for goods that are out of stock or not yet published as we do not charge for these until the goods are in stock. By placing the order, you agree to such pre-authorisation processes.

22 If the Advertiser 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 the parties hereby submit to the exclusive jurisdiction of the English courts.

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(6 - 10 Related events will be charged at treble the single rate) If you are unsure how to price your notice or your notice contains more than 40 events please contact edinburgh@thegazette.co.uk	£0.00	£71.10	£219.60	£299.70
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