



# THE GAZETTE

EDINBURGH GAZETTE

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BETWEEN 18 AND 19 MARCH 2024**

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March 2024

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Listed building consent for internal and external alterations including single storey extension to side, replacement windows, doors and rooflights and painting of door/window surrounds and quoins

**Proposal/Reference**

24/00387/LBC

**Proposal/Site Address**

The Old Mill Old Mill Road Craigothie Cupar Fife KY15 5PZ

**Name and Address of Applicant**

Mr Nicholas Morris

**Description of Proposal**

Listed building consent for replacement roof tiles, roof lights, skewers and gutters to house and garage (retrospective)

**Proposal/Reference**

24/00448/LBC

**Proposal/Site Address**

Millbank Mill Wynd Falkland Cupar Fife KY15 7BT

**Name and Address of Applicant**

Mr &amp; Mrs James &amp; Melanie Ryland

**Description of Proposal**

Listed building consent for internal and external alterations to dwellinghouse including replacement roof tiles, rainwater goods, window and doors, installation of flues and painting of walls (part retrospective)

**Proposal/Reference**

24/00454/LBC

**Proposal/Site Address**

Path House Medical Practice Nether Street Kirkcaldy Fife KY1 2PG

**Name and Address of Applicant**

Mr Jim Rotheram

**Description of Proposal**

Listed building consent for internal and external alterations including erection of single storey extensions and associated works

**Proposal/Reference**

24/00457/LBC

**Proposal/Site Address**

5 Alexandra Place Market Street St Andrews Fife KY16 9XD

**Name and Address of Applicant**

Greene King Brewing and Retailing Ltd

**Description of Proposal**

Listed building consent for external alterations to include erection of retaining wall and installation of wall lights and doors with replacement of barrel drop including partial replacement of boundary gates and railings

**Proposal/Reference**

24/00576/LBC

**Proposal/Site Address**

20 South Castle Street St Andrews Fife KY16 9PL

**Name and Address of Applicant**

Ms Ann Luskey

**Description of Proposal**

Listed building consent for internal alterations, enlargement of existing rooflight and refurbishment of windows (4581288)

notice on 1 February 2022: Now THEREFORE I, JOHN THOMAS LOGUE, the King's and Lord Treasurer's Remembrancer, in pursuance of section 1013 of the Companies Act 2006, do by this Notice disclaim the Crown's whole right and title in and to the aforesaid heritable property.

*Peter Tierney*, authorised signatory for *John Thomas Logue*

King's and Lord Treasurer's Remembrancer

KLTR Office, Scottish Government Building

Edinburgh

EH6 6QQ

14 March 2024

(4581301)

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## Property & land

### PROPERTY DISCLAIMERS

**NOTICE OF DISCLAIMER OF BONA VACANTIA****COMPANIES ACT 2006****Company Name: MCA HOMES RURAL LIMITED**

WHEREAS MCA HOMES RURAL LIMITED, a company incorporated under the Companies Acts under Company number SC304165 was dissolved on 20 September 2016; AND WHEREAS in terms of the Companies Acts all property and rights whatsoever vested in or held on trust for a dissolved company immediately before its dissolution are deemed to be **bona vacantia**; AND WHEREAS immediately before its dissolution the said MCA Homes Rural Limited was heritably vest in the subjects lying to the south west of Rosemount Crescent, Carstairs, Lanark being the subjects registered in the Land Register of Scotland under Title Number LAN151108; AND WHEREAS the dissolution of the said MCA Homes Rural Limited came to my

# 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. (4523699)





Date of appointment: 15 February 2024  
Office holder's telephone no and email address: 0141 535 3133 and info@wd-br.co.uk  
Alternative contact for enquiries on proceedings: Gillian Campbell  
Email: gcampbell@wd-br.co.uk (4581287)

**NOTICE OF APPOINTMENT OF INTERIM LIQUIDATOR(S)  
NEED A HAND SCOTLAND LIMITED**

Company Number: SC450672  
Registered office: 108 Jerviston Street, New Stevenston, Motherwell, ML1 4HT  
The nature of the business of the company is: Joinery Installation  
Type of appointment: Compulsory Liquidation  
Name of office holder: Annette Menzies  
Office holder IP number: 9128  
Postal address of office holder: 2nd Floor, 18 Bothwell Street, Glasgow, G2 6NU  
Capacity of office holder: Joinery Installation. Liquidator  
Date of appointment: 11 March 2024  
Office holder's telephone no and email address: 0141 535 3133 and info@wd-br.co.uk  
Alternative contact for enquiries on proceedings: Gillian Campbell  
Email: gcampbell@wd-br.co.uk  
By whom appointed: Sheriff Court (4581286)

In the Ayr Sheriff Court  
No L2 of 2024

**RTY HOLDINGS LTD**

Company Number: SC554345  
Registered office: 9 The Cross, Prestwick, KA9 1AJ  
Principal trading address: 9 The Cross, Prestwick, KA9 1AJ  
We, *Kenneth Wilson Pattullo* and *Kenneth Robert Craig*, both of Begbies Traynor (Central) LLP, 2 Bothwell Street, Glasgow G2 6LU, were appointed Joint Liquidators on 15 March 2024, by Ayr Sheriff Court.  
Further details contact: The Joint Liquidators, Tel: 0141 222 2230.  
Alternative contact: Stanley Smith Tel: 01412222230 or Email: stanley.smith@btguk.com  
*Kenneth Wilson Pattullo*, Joint Liquidator  
15 March 2024  
Ag OJ121654 (4580858)

In the Elgin Sheriff Court  
No ELG-L5 of 23.

**SPEYLIFE LIMITED**

Company Number: SC684291  
Trading Name: The Drouthy Cobbler, The Bonnie Beastie  
Registered office: c/o Interpath Ltd, 5th Floor, 130 St Vincent Street, Glasgow, G2 5HF  
Principal trading address: The Drouthy Cobbler, 48A High Street, Elgin, IV30 1BU, The Bonnie Beastie, 2 Tolbooth Street, Forres, IV36 1PH  
NOTICE IS HEREBY GIVEN that Joint Liquidators have been appointed.  
Joint Liquidator: *Geoffrey Isaac Jacobs* (IP number 14590) of c/o Interpath Ltd, 5th Floor, 130 St Vincent Street, Glasgow, G2 5HF.  
Joint Liquidator: *Blair Carnegie Nimmo* (IP number 8208) of c/o Interpath Ltd, 5th Floor, 130 St Vincent Street, Glasgow, G2 5HF.  
Date of Appointment: 08 March 2024  
For further details contact Suzanne Hamilton on 01224 004 786 or at susanne.hamilton@interpathadvisory.com (4581514)

**PETITIONS TO WIND-UP**

**D M DESIGN BEDROOMS LIMITED**

Company Number: SC089938  
NOTICE IS HEREBY GIVEN that a Petition was presented in the Court of Session by Donald Macleod 1 Deerdykes Place Westfield Industrial Area, Cumbernauld, Glasgow, G68 9HE and Elizabeth Ann Macleod, 1 Deerdykes Place Westfield Industrial Area, Cumbernauld, Glasgow, G68 9HE, on 7 March 2024 craving the Court *inter alia* to order that D M DESIGN BEDROOMS LIMITED, a company incorporated and registered in Scotland (company number SC089938), having its

registered office at 1 Deerdykes Place Westfield Industrial Area, Cumbernauld, Glasgow, G68 9HE (the "Company") be wound up by the Court and to appoint Interim Liquidators; and in the meantime, to appoint Michelle Marie Elliot, Insolvency Practitioner of FRP Advisory Trading Limited, Level 2, The Beacon, 176 St. Vincent Street, Glasgow, G2 5SG and Callum Carmichael, Insolvency Practitioner of FRP Advisory Limited, Apex 3, 95 Haymarket Terrace, Edinburgh, EH12 5HD as Joint Provisional Liquidators of the said Company; in which Petition Lord Sandison by Interlocutor dated 8 March 2024 appointed the said Michelle Marie Elliot and Callum Carmichael as Joint Provisional Liquidators with the powers conferred by paragraphs 4, 5 and 6 of Schedule 4 of the INSOLVENCY ACT 1986 and ordered any parties claiming an interest in the Petition to lodge answers with the Court within eight days after intimation, service and advertisement.  
*Gordon Hollerin*  
Harper Macleod LLP  
The Ca'd'oro, 45 Gordon Street, Glasgow G1 3PE  
**SOLICITOR FOR THE PETITIONERS** (4581305)

**J C S EXPRESS LIMITED**

Company Number: SC160998  
Notice is hereby given that on 14 March 2024, a Petition was presented to Airdrie Sheriff Court by JCS Express Limited, a Company incorporated under the Companies Acts (Company No: SC160998) and having its registered office at c/o Accy Busn Const Ltd, 17 Flowerhill Street, Airdrie, ML6 6AP ("the Company") for *inter alia* an Order under the Insolvency Act 1986 to wind up the Company and that Ian William Wright and Craig Morrison, Chartered Accountants, both of Quantuma Advisory Limited, 3rd Floor, Turnberry House, 175 West George Street, Glasgow, G2 2LB be appointed as joint interim liquidators; and in which Petition the Sheriff by Interlocutor dated 15 March 2024 appointed any party claiming an interest, if they intended to show cause why the prayer of the Petition should not be granted, to lodge Answers thereto in the hands of the sheriff clerk at Airdrie within 8 days after intimation, service or advertisement, under certification; and *eo die* nominated and appointed the said Ian William Wright and Craig Morrison, Chartered Accountants, both of Quantuma Advisory Limited, 3rd Floor, Turnberry House, 175 West George Street, Glasgow, G2 2LB to be joint provisional liquidators of the said company and authorised them to exercise the powers contained in paragraphs 4 and 5 of Part II and paragraph 6 of Part III of schedule 4 to the Insolvency Act 1986 to bring or defend any action or other legal proceedings in the name of the said JCS Express Limited, to carry on its business so far as may be necessary for its beneficial winding up and to sell the company's property; and declared, in terms of section 231 of the Insolvency Act 1986, that any act required or authorised under any enactment be done by either joint provisional liquidator; all of which Notice is hereby given.  
Alan Turner Munro, Wright, Johnston & Mackenzie LLP, St Vincent Plaza, 319 St Vincent Street, Glasgow, G2 5RZ, Agent for the Petitioner (4580867)

In the Paisley Sheriff Court  
No PAI-L7 of 2024

**MPC RESOURCING LTD**

Company Number: SC651023  
Notice is hereby given that on 1 March 2024 a Petition was presented to the Sheriff at Paisley Sheriff Court by 1st PS Limited, a private Limited Company (Company No. 10961238) having its Registered Office at 2nd Floor, 55 Ludgate Hill, London, EC4M 7JW, craving the Court *inter alia* that MPC Resourcing Ltd, a private Limited Company (Company No. SC651023) having its Registered Office at 189 Craiguelea Road, Renfrew, Renfrewshire, PA4 8EW (the "Company") be wound up by the Court and that Callum Angus Carmichael and Michelle Marie Elliot, Insolvency Practitioners of FRP Advisory Trading Limited, Level 2, The Beacon, 176 St. Vincent Street, Glasgow, G2 5SG, be appointed as Joint Interim Liquidators of the Company; in which Petition the Sheriff at Paisley by interlocutor dated 1 March 2024 ordained the Company and all interested parties, if they intend







THE  
GAZETTE  
OFFICIAL PUBLIC RECORD

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

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a Williams Lea company

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# 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](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 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](http://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](http://www.thegazette.co.uk) and all other websites controlled by the Publisher containing the Notice, as well as from any other medium in which the Notice has been placed that is controlled by The Gazette, where possible. The Publisher may (at its sole and absolute discretion) require the 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](http://www.thegazette.co.uk), but will retain the Notice identification online and include explanatory text saying why and when the Notice was removed.

15 The 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 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 Dependants) 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.

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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.

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