



# THE GAZETTE

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# STATE

## STATE APPOINTMENTS

### THE SCOTTISH GOVERNMENT

Office of the Secretary of Commissions, St. Andrew's House,  
Edinburgh, EH1 3DG

The King having been pleased to approve that Mr James Paterson  
Rogers DL be appointed Vice Lord-Lieutenant for the Area of  
Dunbartonshire to act for His Majesty's Lord-Lieutenant during her  
absence from the area, sickness or inability to act, a Commission in  
his favour bearing the date 17 April 2024 has been signed by the  
Lord-Lieutenant.

May 2024

(4617871)

# ENVIRONMENT & INFRASTRUCTURE

## ENERGY

**GREEN VOLT OFFSHORE WINDFARM LTD  
NOTICE OF DECISION  
ELECTRICITY ACT 1989  
MARINE (SCOTLAND) ACT 2010 MARINE AND COASTAL ACCESS  
ACT 2009  
THE ELECTRICITY WORKS (ENVIRONMENTAL IMPACT  
ASSESSMENT) (SCOTLAND) REGULATIONS 2017  
THE MARINE WORKS (ENVIRONMENTAL IMPACT ASSESSMENT)  
(SCOTLAND) REGULATIONS 2017  
THE MARINE WORKS (ENVIRONMENTAL IMPACT ASSESSMENT)  
REGULATIONS 2007**

Notice is hereby given that Green Volt Offshore Windfarm Ltd, registered under company registration SC698787 at 12 Alva Street, Edinburgh EH2 4QG, has been granted by the Scottish Ministers:

- consent under section 36 of the Electricity Act 1989;
- marine licences under section 20 of the Marine (Scotland) Act 2010 and section 65 of the Marine and Coastal Access Act 2009; each with conditions attached, to construct and operate a floating offshore windfarm (and associated transmission assets) at the decommissioned Ettrick and Blackbird oil and gas field, approximately 80 km east of Peterhead with a total area of 116 km<sup>2</sup> (central latitude and longitude co-ordinates: 1°36'3" W, 57°33'6" N (WGS84)).

The installed capacity of the proposed generating station will be up to approximately 560 MW comprising of up to 35 wind turbine generators with a maximum height of 264 m above Lowest Astronomical Tide. The proposed generating station will provide renewable electricity to oil and gas platforms in the Outer Moray Firth, with any surplus exported to the national grid.

The Scottish Ministers have not made a declaration under section 36A of the Electricity Act 1989 to extinguish the public rights of navigation in so far as they pass through those places within territorial seas where the structures forming part of the offshore generating station are to be located, as the windfarm is located outside territorial waters. The decision notice outlining the reasons and considerations on which the decision is based together with related documentation are available for inspection online at <https://marine.gov.scot/ml/green-volt-offshore-windfarm> and <https://greenvoltoffshorewind.com/> or upon written request to: Marine Directorate - Licensing Operations Team, Scottish Government, 375 Victoria Road, Aberdeen, AB11 9DB. A copy of the decision notice has also been sent to Aberdeenshire Council, Aberdeen City Council and Angus Council to be made available for public inspection on the planning register. (4617872)

## Planning

### TOWN PLANNING

**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](http://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**  
23/02696/LBC

**Proposal/Site Address**  
82 Main Street Lochgelly Fife KY5 9AA

**Name and Address of Applicant**  
St. Serf's Parish Church

**Description of Proposal**

Listed building consent for installation of replacement windows to front, sides and rear of dwellinghouse

**Proposal/Reference**  
24/00886/LBC

**Proposal/Site Address**  
25 East Street St Monans Anstruther Fife KY10 2AT

**Name and Address of Applicant**  
Fife Council

**Description of Proposal**

Listed building consent for installation of replacement windows and doors

**Proposal/Reference**  
24/01012/LBC

**Proposal/Site Address**  
6 Park Place Elie Leven Fife KY9 1DH

**Name and Address of Applicant**  
Mr & Mrs G Sutherland

**Description of Proposal**

Listed Building Consent for internal and external alterations including single storey extension and formation of dormer to rear and formation of access doors to rear garden

**Proposal/Reference**  
24/01032/FULL

**Proposal/Site Address**  
Kilconquhar Castle Driveway Kilconquhar Leven Fife KY9 1EZ

**Name and Address of Applicant**  
Mr James Vance

**Description of Proposal**

Temporary change of use from car park to events venue (Class 11) and siting of associated marquee (5 years) (retrospective)

**Proposal/Reference**  
24/01040/LBC

**Proposal/Site Address**  
20 Main Street Carnock Dunfermline Fife KY12 9JG

**Name and Address of Applicant**  
Mrs Lorna McHardy

**Description of Proposal**

Listed Building Consent for single storey extension to rear of dwellinghouse

**Proposal/Reference**  
24/00993/LBC

**Proposal/Site Address**  
Hazelton 29 Marketgate North Marketgate Crail Anstruther Fife KY10 3TH

**Name and Address of Applicant**  
Mr John McLean

**Description of Proposal**

Listed Building Consent for replacement roof to dwellinghouse

**Proposal/Reference**  
24/01027/LBC

**Proposal/Site Address**  
66 South Street St Andrews Fife KY16 9JT

**Name and Address of Applicant**  
Ms Angeline Peh

**Description of Proposal**

Listed Building Consent for conversion of existing outbuilding to create additional living space and installation of replacement windows to existing dwellinghouse

**Proposal/Reference**  
24/01001/LBC

**Proposal/Site Address**  
45 Commercial Street Markinch Glenrothes Fife KY7 6DF

**Name and Address of Applicant**  
Mr Jeremy Jex

**Description of Proposal**

Listed Building Consent application for installation of replacement windows to front and sides of dwellinghouse (4617873)

# 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. (4523787)

# COMPANIES

## Corporate insolvency

### Creditors' voluntary liquidation

#### APPOINTMENT OF LIQUIDATORS

Company Number: SC319578  
 Name of Company: **MARINE & TECHNICAL SERVICES (HIGHLAND) LIMITED**  
 Nature of Business: Other service activities not elsewhere classified  
 Type of Liquidation: Creditors  
 Registered office: Robertson House, Shore Street, Inverness, Highland, IV1 1NF  
 Principal trading address: Robertson House, Shore Street, Inverness, Highland, IV1 1NF  
 Liquidator's name and address: *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: The Joint Liquidators, Tel: 01224 602 870, Email: ken.pattullo@btguk.com. Alternative contact: Lucas Warren, Tel: 01224 602 870, Email: lucas.warren@btguk.com  
 Date of Appointment: 01 May 2024  
 By whom Appointed: Members  
 Ag QJ20339 (4617915)

Company Number: SC647949  
 Name of Company: **RIVER COTTAGE SCOTLAND LTD**  
 Nature of Business: Indian Restaurant  
 Type of Liquidation: Creditors  
 Registered office: 2-4 River Terrace, Ayr, KA8 0BJ  
 Principal trading address: 2-4 River Terrace, Ayr, KA8 0BJ  
 Liquidator's name and address: *Kenneth Wilson Pattullo and Kenneth Robert Craig*, both of Begbies Traynor (Central) LLP, 2 Bothwell Street, Glasgow G2 6LU.  
 Office Holder Numbers: 8368 and 8584.  
 Contact details for Joint Liquidators, Tel: 0141 222 2230; Email: glasgow@btguk.com Alternative contact: Drew Campbell email: drew.campbell@btguk.com  
 Date of Appointment: 30 April 2024  
 By whom Appointed: Members and Creditors  
 Ag QJ20305 (4617913)

Company Number: SC249005  
 Name of Company: **SISI COMPANY LIMITED**  
 Nature of Business: Real Estate  
 Type of Liquidation: Creditors  
 Registered office: 1 Simonsburn Road, Kilmarnock, KA1 5LA  
 Principal trading address: 1 Simonsburn Road, Kilmarnock, KA1 5LA  
 Liquidator's name and address: *Kenneth Wilson Pattullo and Kenneth Robert Craig*, both of Begbies Traynor (Central) LLP, 2 Bothwell Street, Glasgow G2 6LU.  
 Office Holder Numbers: 008368 and 008584.  
 Further details contact: The Joint Liquidators, Tel: 0141 222 2230, Email: glasgow@btguk.com. Alternative contact: Stanley Smith, Email: Stanley.smith@btguk.com  
 Date of Appointment: 01 May 2024  
 By whom Appointed: Director/Shareholders  
 Ag QJ20304 (4617911)

Company Number: SC534420  
 Name of Company: **THE C'MON INN LTD**  
 Nature of Business: Public houses and bars  
 Type of Liquidation: Creditors  
 Registered office: 56 Alloway Road, East Kilbride, Glasgow, G74 3SD  
 Principal trading address: 56 Alloway Road, East Kilbride, Glasgow, G74 3SD  
 Liquidator's name and address: *Kenneth Wilson Pattullo and Kenneth Robert Craig*, both of Begbies Traynor (Central) LLP, 2 Bothwell Street, Glasgow G2 6LU.  
 Office Holder Numbers: 008368 and 008584.  
 Further details contact: Tel: 0141 222 2230, Email: glasgow@btguk.com. Alternative contact: Drew Campbell, Email: Drew.Campbell@btguk.com  
 Date of Appointment: 26 April 2024  
 By whom Appointed: Members and Creditors  
 Ag QJ20267 (4617909)

#### RESOLUTION FOR WINDING-UP

##### MARINE & TECHNICAL SERVICES (HIGHLAND) LIMITED

Company Number: SC319578  
 Registered office: Robertson House, Shore Street, Inverness, Highland, IV1 1NF  
 Principal trading address: Robertson House, Shore Street, Inverness, Highland, IV1 1NF  
 At a General Meeting of the above-named company, duly convened, and held at 3 Forest Drive, Balloch, Inverness, IV2 7HT on 01 May 2024 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 and hereby appointed Joint Liquidators of the Company and that they act jointly and severally."  
 Further details contact: The Joint Liquidators, Tel: 01224 602 870, Email: aberdeen@btguk.com. Alternative contact: Lucas Warren, Tel: 01224 602 870, Email: lucas.warren@btguk.com  
*John Macdonald Stewart*, Chair  
 Ag QJ20339 (4617914)

##### RIVER COTTAGE SCOTLAND LTD

Company Number: SC647949  
 Registered office: 2-4 River Terrace, Ayr, KA8 0BJ  
 Principal trading address: 2-4 River Terrace, Ayr, KA8 0BJ  
 At a General Meeting of the above-named Company, duly convened, and held at 2-4 River Terrace, Ayr, KA8 0BJ on 30 April 2024 the following Resolutions were passed, as a Special Resolution and as an Ordinary Resolution respectively:  
 "That the Company be wound up voluntarily, and that *Kenneth Wilson Pattullo and Kenneth Robert Craig*, both of Begbies Traynor (Central) LLP, 2 Bothwell Street, Glasgow G2 6LU, (IP Nos. 8368 and 8584) be appointed Joint Liquidators of the company and that they act jointly and severally."  
 Contact details for Joint Liquidators, Tel: 0141 222 2230; Email: glasgow@btguk.com Alternative contact: Drew Campbell email: drew.campbell@btguk.com  
*Mohammad Nawaz*, Director  
 Ag QJ20305 (4617912)

##### SISI COMPANY LIMITED

Company Number: SC249005  
 Registered office: 1 Simonsburn Road, Kilmarnock, KA1 5LA  
 Principal trading address: 1 Simonsburn Road, Kilmarnock, KA1 5LA  
 At a General Meeting of the above-named Company, duly convened, and held 1 Simonsburn Road, Kilmarnock, KA1 5LA on 01 May 2024 the following Resolutions were passed, as a Special Resolution and as an Ordinary Resolution respectively:  
 "That the Company be wound up voluntarily, and that *Kenneth Wilson Pattullo and Kenneth Robert Craig*, both of Begbies Traynor (Central) LLP, 2 Bothwell Street, Glasgow G2 6LU, (IP Nos 008368 and 008584) be appointed Joint Liquidators of the company and that they act jointly and severally."

Further details contact: The Joint Liquidators, Tel: 0141 222 2230, Email: glasgow@btguk.com. Alternative contact: Stanley Smith, Email: Stanley.smith@btguk.com  
*James McSherry*, Director  
 Ag QJ20304 (4617910)

#### THE C'MON INN LTD

Company Number: SC534420  
 Registered office: 56 Alloway Road, East Kilbride, Glasgow, G74 3SD  
 Principal trading address: 56 Alloway Road, East Kilbride, Glasgow, G74 3SD

At a General Meeting of the Members of the above Company, duly convened, and held at 56 Alloway Road, East Kilbride, Glasgow, G74 3SD on 26 April 2024 the following Resolutions were passed, as a Special Resolution and as an Ordinary Resolution respectively:

"That the Company be wound up voluntarily, and that *Kenneth Wilson Pattullo* and *Kenneth Robert Craig*, both of Begbies Traynor (Central) LLP, 2 Bothwell Street, Glasgow G2 6LU, (IP Nos 008368 and 008584) be appointed Joint Liquidators of the Company and that they act jointly and severally".

Further details contact: Tel: 0141 222 2230, Email: glasgow@btguk.com. Alternative contact: Drew Campbell, Email: Drew.Campbell@btguk.com  
*Roslyn Cleary*, Director  
 Ag QJ20267 (4617908)

## Liquidation by the Court

### PETITIONS TO WIND-UP

#### ANKARA LTD

Company Number: SC532461  
 On 25 April 2024, a petition was presented to Edinburgh Sheriff Court by the Advocate General for Scotland for and on behalf of the Commissioners for His Majesty's Revenue and Customs craving the Court **inter alia** to order that ANKARA LTD, 34 Cockburn Street, Edinburgh, EH1 1PB (registered office) (company registration number SC532461) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Edinburgh Sheriff Court, 27 Chambers Street, Edinburgh, EH1 1LB within 8 days of intimation, service and advertisement.

*J Murdoch*

Officer of Revenue & Customs  
 HM Revenue & Customs  
 Solicitor's Office and Legal Services  
 Queen Elizabeth House, Edinburgh  
 for Petitioner  
 Ref: Scotland/1217507/YMN (4617874)

#### FAIRVIEW BEACONHURST LIMITED

Company Number: SC610462  
 On 18 April 2024, a petition was presented to Falkirk Sheriff Court by the Advocate General for Scotland for and on behalf of the Commissioners for His Majesty's Revenue and Customs craving the Court **inter alia** to order that FAIRVIEW BEACONHURST LIMITED, Carriden House, Bo'Ness, EH51 9SN (registered office) (company registration number SC610462) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Falkirk Sheriff Court, Main Street, Camelon, Falkirk, FK1 4AR within 8 days of intimation, service and advertisement.

*P Kostelecka*

Officer of Revenue & Customs  
 HM Revenue & Customs  
 Solicitor's Office and Legal Services  
 Queen Elizabeth House, Edinburgh  
 for Petitioner  
 Ref: Scotland/1218410/DBS (4617877)

#### FINAL TOUCHES TRADING LTD

Company Number: SC649031

On 29 April 2024, a petition was presented to Dundee Sheriff Court by the Advocate General for Scotland for and on behalf of the Commissioners for His Majesty's Revenue and Customs craving the Court **inter alia** to order that FINAL TOUCHES TRADING LTD, 165 Brook Street, Broughty Ferry, Dundee, DD5 1DJ (registered office) (company registration number SC649031) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Dundee Sheriff Court, 6 West Bell Street, Dundee, DD1 9AD within 8 days of intimation, service and advertisement.

*K Henderson*

Officer of Revenue & Customs  
 HM Revenue & Customs  
 Solicitor's Office and Legal Services  
 Queen Elizabeth House, Edinburgh  
 for Petitioner  
 Ref: Scotland/1217889/DBS (4617875)

#### RACKIT LTD

Company Number: SC295001

Notice is hereby given that on 1 May 2024, a Petition was presented to the Court of Session by JAMES FERGUSON, THOMAS JENKINS and DOUGLAS YATES, as Directors of RACKIT LTD, a company incorporated under the Companies Acts with company registration number SC295001 and having its registered office at 6 Miller Road, Ayr KA7 2AY ("the Company") for inter alia an Order under the Insolvency Act 1986 to wind up the Company and that Ken Pattullo and Kenneth Craig, both of Begbies Traynor, 2 Bothwell Street, Glasgow, G2 6LU, be appointed as joint interim liquidators; in which Petition the Lord Ordinary by Interlocutor dated 2 May 2024 appointed any party claiming an interest, to lodge answers thereto to the Court of Session within a period of 8 days after such intimation and service, under certification; and eo die nominated and appointed the said Ken Pattullo and Kenneth Craig, both of Begbies Traynor, 2 Bothwell Street, Glasgow, G2 6LU be joint provisional liquidators of the said company and authorised them to exercise the powers contained in Parts II and III of Schedule 4 to the Insolvency Act 1986 without further intervention of the Court; and authorised either of the appointees as joint provisional liquidators to exercise the powers of provisional liquidators in terms of section 231 of the Insolvency Act 1986; 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 Petitioners (4617916)

## Partnerships

### CHANGE IN THE MEMBERS OF A PARTNERSHIP

#### LIMITED PARTNERSHIPS ACT 1907

##### CLEARBELL II LP

(Registered No. SL012395)

#### NOTICE OF RETIREMENT OF A LIMITED PARTNER

Notice is hereby given that **CLEARBELL (CIP) LP**, a limited partnership registered in Scotland with registration number SL012340, has retired as limited partner of Clearbell II LP with effect from 4 March 2024.

For and on behalf of **Clearbell II GP LLP** (4617879)

### DISSOLUTION OF PARTNERSHIP

#### LIMITED PARTNERSHIPS ACT 1907

##### CLEARBELL (CIP) LP

(Registered No. SL012340)

#### NOTICE OF DISSOLUTION

Notice is hereby given that **CLEARBELL (CIP) LP**, a limited partnership registered in Scotland with registration number SL012340, has ceased to carry on business and has been dissolved with effect from 23:59 on 4 March 2024. The principal place of business of the Partnership is at 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ.

For and on behalf of **Clearbell SGP LLP** (4617876)

**TRANSFER OF INTEREST****LIMITED PARTNERSHIPS ACT 1907  
PENSION SUPERHAVEN (SCOTLAND) LP**

Previous partnership: PSF Capital (Scotland) LP

**REGISTERED IN SCOTLAND NUMBER SL033887**

Notice is hereby given, pursuant to Section 10 of the Limited Partnerships Act 1907, that PSF Holdings Limited has ceased to be a general partner in Pension SuperHaven (Scotland) LP (formerly known as PSF Capital (Scotland) LP, a private fund limited partnership registered in Scotland with number SL033887. (4617881)

**LIMITED PARTNERSHIPS ACT 1907  
GRESHAM HOUSE TIMBERLAND LP  
REGISTERED IN SCOTLAND: NUMBER SL19763**

Notice is hereby given, pursuant to Section 10 of the Limited Partnerships Act 1907, that pursuant to assignments of the respective Limited Partnership interests referred to in the schedule attached hereto, the transferors detailed in the schedule attached transferred to the respective transferees the various interests held by such transferors in Gresham House Timberland LP, a limited partnership registered in Scotland with number SL19763 and such transferor ceased to be limited partners and such transferors became limited partners in Gresham House Timberland LP.

**Schedule**

No of shares	Transferor (Remaining a Limited Partner)	Transferee (*New Limited Partner)	Effective date
80	Rosemary Scott	*Caroline Jane Mackenzie	18/04/2024
45	Rosemary Scott	Alastair Orr Mackenzie	18/04/2024
120	9583211 UK Real Assets Limited	*Lofoten Asset Management Ltd	18/04/2024

**Stephen Beck**

**Gresham House Timberland General Partner Limited as General Partner of Gresham House Timberland LP** (4617878)

**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 (Ceasing to be a Limited Partner)	Transferee (New Limited Partner)	Effective Date
John Hanslip Crowhurst	Joan Crowhurst	10/04/2024
Nancy Margaret Warlow	Alexander James Warlow	17/04/2024

**Anthony Crosbie Dawson**

**Gresham House Forest Funds General Partner Ltd as General Partner of Gresham House Sustainable Timber and Energy LP** (4617880)

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# PEOPLE

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## Wills & probate

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### DECEASED ESTATES – EDINBURGH EDITION

<b>Name of Deceased (Surname first)</b>	<b>Address, description and date of death of Deceased</b>	<b>Names addresses and descriptions of Persons to whom notices of claims are to be given and names, in parentheses, of Personal Representatives</b>	<b>Date before which notice of claims to be given</b>	
HOOPER, Daryl John	16 Foyers Road, KINLOCHLEVEN, PH50 4RU. 2 February 2024	Jolene England Wolfe, 72 Dartmouth Road, RUISLIP, HA4 0DE.	2 August 2024	(4615555)

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- 2 The Publisher's [policies relating to submission of notice](#); and
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1.2 the singular includes the plural and vice-versa; and

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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 placar 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 Dependents) Act 1975. After the 10 months period has lapsed any correspondence received will be posted to the sender where possible and or securely destroyed, and the Notice Placer or executor's name and address details will be removed from the Forwarding Service.

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

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

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

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

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

All communications on the business of The Edinburgh Gazette should be addressed to  
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If you are unsure how to price your notice or your notice contains more than 40 events please contact edinburgh@thegazette.co.uk				
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