



# THE GAZETTE

EDINBURGH GAZETTE

**CONTAINING ALL NOTICES PUBLISHED ONLINE  
BETWEEN 23 AND 24 SEPTEMBER 2024**

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\* Containing all notices published online between 23 and 24  
September 2024

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# ENVIRONMENT & INFRASTRUCTURE

## Planning

### TOWN PLANNING

#### 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/](http://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](mailto: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**

24/00192/LIST

**Proposal/Site Address**

14 Harviestoun Road, Dollar, Clackmannanshire, FK14 7HG

**Description of Proposal**

Installation Of Replacement Roof With Associated Repairs

**Reason For Advertising:-**

Listed Building Application

**Proposal/Reference**

24/00194/FULL

**Proposal/Site Address**

14 Harviestoun Road, Dollar, Clackmannanshire, FK14 7HG

**Description of Proposal**

Installation Of Replacement Roof With Associated Repairs

**Reason For Advertising:-**

Development In A Conservation Area (4708389)

#### LOCH LOMOND AND THE TROSSACHS NATIONAL PARK AUTHORITY DEVELOPMENT MANAGEMENT PROCEDURE (SCOTLAND) REGULATIONS 2013

These application(s) may be examined online at <https://eplanning.lochlomond-trossachs.org/OnlinePlanning/>

Written representations may be submitted preferably through our online comments facility at the above website or by email to [planning@lochlomond-trossachs.org](mailto:planning@lochlomond-trossachs.org) (or by post to Carrochan, Carrochan Road, Balloch, G83 8EG), within 21 days of 24th September 2024.

**Proposal/Reference**

2024/0210/LBC

**Proposal/Site Address**

Former Church Carrick Castle Argyll And Bute

**Description of Proposal**

Conversion of former church to dwellinghouse, including internal and external alterations and repairs (4708390)

#### WEST DUNBARTONSHIRE COUNCIL PLANNING (LISTED BUILDINGS & BUILDINGS IN CONSERVATION AREAS) (SCOTLAND) ACT 1997

The applications listed below, together with the plans and other documents submitted with them, may be examined online at [https://www.west-dunbarton.gov.uk/uniform/dcsearch\\_simple.asp](https://www.west-dunbarton.gov.uk/uniform/dcsearch_simple.asp)

Written representations may be made via e-mail to [development.management@west-dunbarton.gov.uk](mailto:development.management@west-dunbarton.gov.uk) within 21 days from the date of publication of this notice. All representations received will be made available for public inspection.

*Alan Douglas*

Chief Officer, Regulatory & Regeneration

**Proposal/Reference**

DC24/128/LBC

**Proposal/Site Address**

17 Cunard Court Clydebank G81 1QD

**Name and Address of Applicant**

Ms Suzanne Wylie 17 Cunard Court Clydebank G81 1QD

**Description of Proposal**

Works to listed building (4708391)

#### 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**

24/02252/FULL

**Proposal/Site Address**

Cadham Terrace Glenrothes

**Name and Address of Applicant**

Mr Andrew Wishart

**Description of Proposal**

Replacement street lighting

**Proposal/Reference**

24/00668/LBC

**Proposal/Site Address**

5 Queens Gardens St Andrews Fife KY16 9TA

**Name and Address of Applicant**

Mr & Ms Andy & Margaret Knight

**Description of Proposal**

Listed building consent for alterations and extension to dwellinghouse, and alterations and restoration of rigg walls and potting shed

**Proposal/Reference**

24/02414/LBC

**Proposal/Site Address**

The Cross Tanhouse Brae Culross Fife

**Name and Address of Applicant**

Mrs L Wilson

**Description of Proposal**

Listed building consent for internal and external alterations including installation of gate

**Proposal/Reference**

24/02242/LBC

**Proposal/Site Address**

Wengill Cottage Main Street Kingsbarns St Andrews Fife KY16 8SZ

**Name and Address of Applicant**

Ms Victoria Fakan

**Description of Proposal**

Listed building consent for internal and external alterations including demolition of existing sunroom and porch, erection of sunroom and porch, installation of windows, air source heat pump, wood burning stove and solar panels

**Proposal/Reference**

24/02365/LBC

**Proposal/Site Address**

22 North Road Saline Dunfermline Fife KY12 9UQ

**Name and Address of Applicant**

Mr C Morris

**Description of Proposal**

Listed building consent for installation of replacement windows

**Proposal/Reference**

24/02430/LBC

**Proposal/Site Address**

7 Narrow Wynd St Monans Anstruther Fife KY10 2BD

**Name and Address of Applicant**

Mr & Mrs Jonathan & Kay Bryant

**Description of Proposal**

Listed building consent for internal and external alterations to dwelling including dormer extensions, re-roofing, replacement roofwindows, replacement rainwater goods and reinstatement of previous external svp in new location, removal of existing external wall finish, replacement windows, and partial infill of existing door for window, new internal layout, alterations to entrance platt and replacement railings, and formation of car parking space with electric vehicle charging point

**Proposal/Reference**

24/02397/LBC

**Proposal/Site Address**

Ground and First Floors 180-182 High Street Kirkcaldy Fife KY1 1JW

**Name and Address of Applicant**

Mr Imran Haqaan

**Description of Proposal**

Listed building consent for alterations to shopfront

**Proposal/Reference**

24/02391/LBC

**Proposal/Site Address**

Viewfield St Andrews Road Ceres Cupar Fife KY15 5NQ

**Name and Address of Applicant**

Mr and Mrs Justin and Emily Abbott

**Description of Proposal**

Listed building consent for internal and external alterations, including formation of dormer extensions, replacement windows and doors, and alterations to boundary wall to allow for improved vehicle access

(4709888)

# 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. (4523947)

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# MONEY

## PENSIONS

### NOTICE UNDER THE TRUSTEE ACT 1925

#### AYRSHIRE METAL PRODUCTS PLC

#### THE AYRSHIRE METAL PRODUCTS GROUP SENIOR OFFICIALS' PENSION SCHEME

#### PURSUANT TO SECTION 27 OF THE TRUSTEE ACT 1925

The Ayrshire Metal Products Group Senior Officials' Pension Scheme (the "Scheme") was established with effect from 21 February 1969.

Ayrshire Metal Products Public Limited Company (Company number SC006517) is the Scheme's Principal Employer and only participating employer. All contributions to the Scheme have ceased and the Scheme is to be wound up, and the benefits for its members will be secured with an insurance company or otherwise distributed in accordance with the Scheme's Trust Deed and Rules. The Scheme's Trustee **Ayrshire Metal Pension Trust Limited** (Company number SC049149), has commenced wind-up with the aim of completing the Scheme wind-up no later than September 2025.

The Scheme's Trustee has corresponded by post with all known members and other beneficiaries of the Scheme and, in due course, the Scheme will cease to exist – pensions in payment will not be affected. Accordingly, it is of vital importance that any person having a claim against or an interest in the Scheme, and who has not received correspondence from the Scheme Trustee should make themselves known to the Scheme Trustee.

Particulars of any claim should be set out in writing and sent to the contact noted below **within two months** of the date of publication of this notice. If you fail to do so, the Scheme Trustee will distribute the Scheme assets having regard only to the claims and interests of which they have been given notice. When writing, you should include details of your current address and any benefits to which you think you are entitled. It would be appropriate to include a copy of any documentation that supports your claim.

Notification is not required from individuals who are currently in receipt of a pension from the Scheme, who have transferred their Scheme entitlement to another pension scheme or arrangement, or who are receiving correspondence relating to the Scheme from its Trustee.

Particulars of any claims should be sent to:

Ayrshire Metal Pension Trust Limited

c/o Mark Wilson

24 Royal Circus

Edinburgh

EH3 6SS

By email: [company.secretary@ayrshire.co.uk](mailto:company.secretary@ayrshire.co.uk)

(4709889)

# COMPANIES

## COMPANIES RESTORED TO THE REGISTER

### ALEXANDER & WARD ROOFING LIMITED

A Petition to restore ALEXANDER & WARD ROOFING LIMITED to the Companies Register under Sections 1029 and 1030 of the COMPANIES ACT 2006 has been present to the Court of Session at Edinburgh. Any interested parties should lodge answers to the Petition within 21 DAYS of this advertisement.

Thompsons, Solicitors and Solicitors Advocates, Berkeley House, 285 Bath Street, Glasgow, G2 4HQ (4708394)

### PEARSON & RITCHIE (CONSTRUCTION) LIMITED

A Petition to restore SMITHFIELD HOUSE (MC) LTD to the Companies Register under Sections 1029 and 1030 of the COMPANIES ACT 2006 has been present to the Court of Session at Edinburgh. Any interested parties should lodge answers to the Petition within 7 DAYS of this advertisement.

Thompsons, Solicitors and Solicitors Advocates, Berkeley House, 285 Bath Street, Glasgow, G2 4HQ (4708396)

In the Dunbarton Sheriff Court  
No L12 of 2024

### WEST SOUND RADIO LIMITED

Company Number: SC161508

NOTICE is hereby given that on 11 September 2024, a Petition was presented to the Sheriff Court at Dumbarton by BAUER RADIO LIMITED, a company incorporated under the Companies Acts (Company Number 01394141) and having its Registered Office at Media House Peterborough Business Park, Lynch Wood, Peterborough PE2 6EA craving the Court inter alia to order that WEST SOUND RADIO LIMITED, a company formerly incorporated under the Companies Acts (Company Number SC161508) and having its Registered Office at Clydebank Business Park, Clydebank, Glasgow G81 2RX, be restored to the Register of Companies, in which Petition the Sheriff at Dumbarton by Interlocutor dated 18 September 2024 appointed notice of the import of the Petition and the Deliverance to be advertised once in the "Edinburgh Gazette" and the "Herald" newspapers and ordained any persons having an interest, if they intend to show cause why the petition should not be granted, to lodge Answers with the Sheriff Clerk at Dumbarton Sheriff Court, Church Street, Dumbarton G82 1QR within eight days after such publication, service and advertisement.

Brian Pollock, Solicitor, Lindsays LLP, 100 Queen Street Glasgow, G1 3DN. Email: brianpollock@lindsays.co.uk. Tel. 0141 302 8451. Ref: BP/BAU39/14 (4709746)

### RUSSEL + AITKEN LLP

Application for restoration to the Register of Companies

Court Reference: COS-P743-24

Notice is hereby given that on 29 August 2024 a Petition was presented to the Court of Session by G C & A G Hogg LLP (partnership number: SO300163) with its registered office at 65 Northumberland Street, Edinburgh, EH3 6JQ, for an Order in terms of Section 1029 of the COMPANIES ACT 2006, as applied and modified in relation to LLPs by regulation 57 of the LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACTS 2006) REGULATIONS 2009, to restore Russel + Aitken LLP (partnership number: SO300789) to the Register of Companies. In which Petition, Lord Sandison by interlocutor dated 30 August 2024 appointed any person having an interest to lodge answers thereto with the Court of Session, Parliament House, Parliament Square, Edinburgh, EH1 1RQ within 21 days after such intimation, service or advertisement.

Ashley Jones

Burness Paull LLP  
50 Lothian Road, Edinburgh, EH3 9WJ  
Solicitor for the Petitioner (4709890)

## Corporate insolvency

### RE-USE OF A PROHIBITED NAME

#### KAREN FINNIE

Notice is hereby given that on 19 September 2024 a Note was presented to Ayr Sheriff Court by Karen Finnie, residing at 6 Kings Park, Ayr, KA8 9NZ, seeking the leave of the court for the Noter to take part in the management of Bailiot Limited t/a "111" and "Buf" (registration number SC820322); in which Petition Sheriff MacTaggart by Interlocutor dated 20 September 2024 appointed all persons having an interest, if they intend to show cause why the Petition should not be granted, to lodge answers within 14 days after intimation, service or advertisement; all of which notice is hereby given.

David Sheridan, Solicitor, DHM Law, 247 West George Street, Glasgow G2 4QE, Agent for the Noter (4709743)

## Administration

### APPOINTMENT OF ADMINISTRATORS

In the Court of Session  
No P863 of 24.

#### MIDLOTHIAN UTILITIES LIMITED

Company Number: SC590411

Nature of Business: Ground works and haulage contractor

Registered office: c/o Interpath Ltd, 31 Charlotte Square, Edinburgh, EH2 4ET

Principal trading address: 10 Guildie Howes Rd, North Middleton, Gorebridge, EH23 4QR

NOTICE IS HEREBY GIVEN that Joint Administrators have been appointed.

Joint Administrator: *Alistair McAlinden* (IP number 21950) of c/o Interpath Ltd, 31 Charlotte Square, Edinburgh, EH2 4ET.

Joint Administrator: *James Alexander Dewar* (IP number 30290) of c/o Interpath Ltd, 31 Charlotte Square, Edinburgh, EH2 4ET.

Date of Appointment: 20 September 2024

For further details contact Shermin Efendi on 0141 648 4351 or at Shermin.Efendi@interpath.com (4710070)

## Creditors' voluntary liquidation

### MEETINGS OF CREDITORS

#### M&C MACDONALD LIMITED

Company Number: SC625258

Registered office: 7 Aird Crescent, Kirkhill, Inverness, Highland, IV5 7NA

Principal trading address: 7 Aird Crescent, Kirkhill, Inverness, Highland, IV5 7NA

Notice is hereby given that, further to the thresholds for objections to the deemed consent procedure and for calling a physical meeting of the company's creditors having been met, in accordance with Section 246ZE OF THE INSOLVENCY ACT 1986 ("THE ACT") and Rules 4.14(4) and 8.6 of the Insolvency (Scotland) (Receivership and Winding up) Rules 2018 ('the Rules'), that the director of the above-named Company the convener is seeking a decision from creditors on the nomination of a Liquidator and whether to establish a Liquidation Committee by way of a physical meeting. A resolution to wind up the Company is to be considered on 24 September 2024. In the event no Liquidation Committee is established, other resolutions will be put to the meeting to determine the drawing of pre appointment fees and expenses. The meeting will be held at Fortis Insolvency Limited, 683-687 Wilmslow Road, Greater Manchester M20 6RE, on 27 September 2024, at 11.00 am. As a result of the requirement to hold this physical meeting the original deemed consent procedure is superseded. The sole director has discretion to permit remote attendance (meaning attending and being able to participate in the meeting without being in the place where it is being held) if such a request to do so is received in advance of the meeting. The nominated Liquidator is a person qualified to act as an insolvency

practitioner in relation to the company who, during the period before the meeting date, will furnish creditors free of charge with such information concerning the Company's affairs as they may reasonably require. Their contact details are below. A creditor may appoint a person as a proxy-holder to act as their representative and to speak, vote, abstain or propose resolutions at the meeting. A proxy for a specific meeting must be delivered to the chair before the meeting. Proxies may be delivered to Fortis Insolvency Limited, 683-687 Wilmslow Road, Manchester M20 6RE., In order to be counted a creditor's vote must be accompanied by a proof in respect of the creditor's claim (unless it has already been given). A vote will be disregarded if a creditor's proof in respect of their claim is not received by 4pm on the business day before the meeting date (unless the chair of the meeting is content to accept the proof later). Proofs may be delivered to the nominated Liquidator using the details below. The Statement of Affairs has already been circulated to creditors as part of the previous Deemed Consent process.

Name and address of nominated Liquidator: Daniel Taylor (IP no 21050) of Fortis Insolvency Limited, 683-687 Wilmslow Road, Manchester, Greater Manchester, M20 6RE. Tel: 0161 694 9955. Alternative contact: James Darrell.  
*Catriona Janet Macdonald*, Director  
20 September 2024  
Ag UJ62183 (4709738)

## Liquidation by the Court

### APPOINTMENT OF LIQUIDATORS

In the Dundee Sheriff Court  
No L-49 of 2024  
**J.M.F.P. UK LTD.**  
Company Number: SC290517  
Registered office: C/O Johnston Carmichael, 227 West George Street, Glasgow, G2 2ND  
Principal trading address: N/A  
*Graeme Bain* (IP No. 25032), of Johnston Carmichael LLP, 227 West George Street, Glasgow, G2 2ND, was appointed Liquidator of the above named Company on 13 September 2024, by the creditors.  
Further details contact: The Liquidator, Tel: 0141 222 5800, Email: graeme.bain@jcca.co.uk. Alternative contact: Lewis Smith, Tel: 0141 222 5800, Email: lewis.smith@jcca.co.uk  
*Graeme Bain*, Liquidator  
13 September 2024  
Ag UJ62267 (4709745)

### PETITIONS TO WIND-UP

#### ABERDEEN AK LIMITED

Company Number: SC643522  
On 10 September 2024, a petition was presented to Glasgow 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 ABERDEEN AK LIMITED, 9 Royal Crescent, Glasgow, G3 7SP (registered office) (company registration number SC643522) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Glasgow Sheriff Court, General Civil Department, 1 Carlton Place, Glasgow, G5 9DA within 8 days of intimation, service and advertisement.

*A Rooney*  
Officer of Revenue & Customs  
HM Revenue & Customs  
Solicitor's Office and Legal Services  
Queen Elizabeth House, Edinburgh  
for Petitioner  
Ref: Scotland/1223551/DBS (4708402)

#### ALBIND LTD

Company Number: SC630672

On 18 September 2024 a petition was presented to the Court of Session 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 ALBIND LTD (company registration number SC630672), 1 Lochrin Square, 92-98 Fountainbridge, Edinburgh, EH3 9QA (registered office) be wound up by the Court and to appoint a liquidator. Any person who intends to appear in the petition must lodge Answers with the Court of Session, 2 Parliament Square, Edinburgh within 8 days of intimation, service and advertisement.

*Thomas Redpath*, Solicitor  
Office of the Advocate General  
Solicitor for the Petitioner  
Queen Elizabeth House Edinburgh EH8 8FT  
Tel: 07564 048 063 (4709891)

#### AS TRADING CO (GLASGOW) LIMITED

Company Number: SC619969  
On 12 September 2024, a petition was presented to Hamilton 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 AS TRADING CO (GLASGOW) LIMITED, Units 8-10 Hindsland Road, Larkhall, ML9 2PA (registered office) (company registration number SC619969) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Hamilton Sheriff Court, Birnie House, Caird Park Hamilton Business Park, Caird Street, Hamilton, ML3 0BT within 8 days of intimation, service and advertisement.

*A Rooney*  
Officer of Revenue & Customs  
HM Revenue & Customs  
Solicitor's Office and Legal Services  
Queen Elizabeth House, Edinburgh  
for Petitioner  
Ref: Scotland/1226875/DBS (4708398)

#### BRAERIACH HOTEL LIMITED

Company Number: SC543574  
On 12 September 2024, a petition was presented to Inverness 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 BRAERIACH HOTEL LIMITED, Office 15, 63 Dunnock Road, Dunfermline, KY11 8QE (registered office) and formerly at Braeriach Hotel, Mainstreet, Newtonmore, PH20 1DA (company registration number SC543574) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Inverness Sheriff Court, The Inverness Justice Centre, Longman Road, Inverness, IV1 1AH within 8 days of intimation, service and advertisement.

*S Little*  
Officer of Revenue & Customs  
HM Revenue & Customs  
Solicitor's Office and Legal Services  
Queen Elizabeth House, Edinburgh  
for Petitioner  
Ref: Scotland/1213950/DBS (4708399)

#### BRUCE & FAMILY LIMITED

Company Number: SC676342  
On 3 September 2024, a petition was presented to Glasgow 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 BRUCE & FAMILY LIMITED, 54 Washington Street, Glasgow, G3 8AZ (registered office) (company registration number SC676342) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Glasgow Sheriff Court, General Civil Department, 1 Carlton Place, Glasgow, G5 9DA within 8 days of intimation, service and advertisement.

*S Little*  
Officer of Revenue & Customs  
HM Revenue & Customs  
Solicitor's Office and Legal Services  
Queen Elizabeth House, Edinburgh

for Petitioner  
Ref: Scotland/1228955/YMN (4708400)

**DECATO TRANSPORT LTD**

Company Number: SC547178  
On 16 September 2024, a petition was presented to Ayr 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 DECATO TRANSPORT LTD, 10 Bradan Drive, Ayr, KA7 4TG (registered office) (company registration number SC547178) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Ayr Sheriff Court, Wellington Square, Ayr, KA7 1EE within 8 days of intimation, service and advertisement.

*A Rooney*

Officer of Revenue & Customs  
HM Revenue & Customs  
Solicitor's Office and Legal Services  
Queen Elizabeth House, Edinburgh  
for Petitioner  
Ref: Scotland/1221768/YMN (4708395)

**ESTANZA LTD**

Company Number: SC472902  
On 3 September 2024, a petition was presented to Glasgow 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 ESTANZA LTD, 48 West George Street, Second Floor, Glasgow, G2 1BP (registered office) (company registration number SC472902) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Glasgow Sheriff Court, General Civil Department, 1 Carlton Place, Glasgow, G5 9DA within 8 days of intimation, service and advertisement.

*A Gardner*

Officer of Revenue & Customs  
HM Revenue & Customs  
Solicitor's Office and Legal Services  
Queen Elizabeth House, Edinburgh  
for Petitioner  
Ref: Scotland/1215691/YMN (4708404)

**HARBOUR HAVENS LIMITED**

Company Number: SC218515  
On 10 September 2024, a petition was presented to Kilmarnock 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 HARBOUR HAVENS LIMITED, Kildonan Hotel, Kildonan, Isle of Arran, KA27 8SE (registered office) (company registration number SC218515) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Kilmarnock Sheriff Court, St Marnock Street, Kilmarnock, KA1 1ED within 8 days of intimation, service and advertisement.

*A Gardner*

Officer of Revenue & Customs  
HM Revenue & Customs  
Solicitor's Office and Legal Services  
Queen Elizabeth House, Edinburgh  
for Petitioner  
Ref: Scotland/1138477/YMN (4708403)

**JOINERY & PODS LTD**

Company Number: SC601257  
On 30 July 2024, in the petition by the Advocate General for Scotland for and on behalf of the Commissioners for His Majesty's Revenue and Customs an order was granted at Elgin Sheriff Court to wind up in pursuance of the INSOLVENCY ACT 1986 JOINERY & PODS LTD, Easter Kellas, Kellas, Elgin, IV30 8TS (registered office) (company registration number SC601257); and to nominate and appoint George Dylan Lafferty, 4th Floor, 58 Waterloo Street, Glasgow, G2 7DA, to be the interim liquidator of the said company with the usual powers, all in terms of said statute and of Law. On 18 September 2024, the sheriff,

having considered the foregoing note lodged on 2 September 2024, Dispensed with intimation of this Note; Discharged the Interim Liquidator George Dylan Lafferty, 4th Floor, 58 Waterloo Street, Glasgow, G2 7DA, appointed by interlocutor of 30 July 2024 in the petition for the winding up of JOINERY & PODS LTD and thereafter Appointed of new Annette Menzies of William Duncan (Business Recovery) Ltd, 18 Bothwell Street, Glasgow, G2 6NU, as interim Liquidator; Ordered the advertisement of this discharge and appointment in terms of statute.

*A Hughes*

Officer of Revenue & Customs  
HM Revenue & Customs  
Solicitor's Office and Legal Services  
Queen Elizabeth House, Edinburgh  
for Petitioner  
Ref: Scotland/1217387/DBS (4708405)

**LEWBEC DISTRIBUTION LIMITED**

Company Number: SC388543  
On 5 September 2024, a petition was presented to Hamilton 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 LEWBEC DISTRIBUTION LIMITED, 4d Auchingramont Road, Hamilton, ML3 6JT (registered office) (company registration number SC388543) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Hamilton Sheriff Court, Birnie House, Caird Park Hamilton Business Park, Caird Street, Hamilton, ML3 0BT within 8 days of intimation, service and advertisement.

*S Little*

Officer of Revenue & Customs  
HM Revenue & Customs  
Solicitor's Office and Legal Services  
Queen Elizabeth House, Edinburgh  
for Petitioner  
Ref: Scotland/1207739/YMN (4708409)

**MCFADDENLIMITED LTD**

Company Number: SC525290  
On 6 September 2024, a petition was presented to Glasgow 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 MCFADDENLIMITED LTD, 2 Langlea Drive, Cambuslang, Glasgow, G72 8EB (registered office) (company registration number SC525290) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Glasgow Sheriff Court, General Civil Department, 1 Carlton Place, Glasgow, G5 9DA within 8 days of intimation, service and advertisement.

*A Rooney*

Officer of Revenue & Customs  
HM Revenue & Customs  
Solicitor's Office and Legal Services  
Queen Elizabeth House, Edinburgh  
for Petitioner  
Ref: Scotland/1219519/YMN (4708407)

**S.W.R GLASGOW LIMITED**

Company Number: SC628710  
On 6 September 2024, a petition was presented to Glasgow 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 S.W.R GLASGOW LIMITED, 96 Dykehead Street, Glasgow, G33 4AQ (registered office) (company registration number SC628710) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Glasgow Sheriff Court, General Civil Department, 1 Carlton Place, Glasgow, G5 9DA within 8 days of intimation, service and advertisement.

*A Rooney*

Officer of Revenue & Customs  
HM Revenue & Customs  
Solicitor's Office and Legal Services  
Queen Elizabeth House, Edinburgh

for Petitioner  
Ref: Scotland/1218751/YMN (4708408)

### SAVAGE ENGINEERING SERVICES LTD

Company Number: SC529270  
On 9 September 2024, a petition was presented to Hamilton 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 SAVAGE ENGINEERING SERVICES LTD, Old Struther Farm, Strutherhill, Larkhall, ML9 2TS (registered office) (company registration number SC529270) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Hamilton Sheriff Court, Birnie House, Caird Park Hamilton Business Park, Caird Street, Hamilton, ML3 0BT within 8 days of intimation, service and advertisement.

*A Gardner*  
Officer of Revenue & Customs  
HM Revenue & Customs  
Solicitor's Office and Legal Services  
Queen Elizabeth House, Edinburgh  
for Petitioner  
Ref: Scotland/1218093/YMN (4708410)

### SENRAC CONSULTING LTD

Company Number: SC725518  
On 11 September 2024, a petition was presented to Kilmarnock 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 SENRAC CONSULTING LTD, 53 Old Parr Wynd, Kilmarnock, KA3 1UU (registered office) (company registration number SC725518) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Kilmarnock Sheriff Court, St Marnock Street, Kilmarnock, KA1 1ED within 8 days of intimation, service and advertisement.

*A Gardner*  
Officer of Revenue & Customs  
HM Revenue & Customs  
Solicitor's Office and Legal Services  
Queen Elizabeth House, Edinburgh  
for Petitioner  
Ref: Scotland/1222907/YMN (4708406)

### TIP TECHNOLOGIES LTD

Company Number: SC412757  
On 9 September 2024, a petition was presented to Glasgow 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 TIP TECHNOLOGIES LTD, Office 1, Technology House, 9 Newton Place, Glasgow, G3 7PR (registered office) (company registration number SC412757) be wound up by the Court and to appoint a liquidator. All parties claiming an interest must lodge Answers with Glasgow Sheriff Court, General Civil Department, 1 Carlton Place, Glasgow, G5 9DA within 8 days of intimation, service and advertisement.

*A Gardner*  
Officer of Revenue & Customs  
HM Revenue & Customs  
Solicitor's Office and Legal Services  
Queen Elizabeth House, Edinburgh  
for Petitioner  
Ref: Scotland/1214342/YMN (4708397)

In the Edinburgh Sheriff Court  
No L107 of 2024

### WILLRI PROPERTIES LTD

Company Number: SC787327  
Notice is hereby given that on 20 September 2024 a Petition was presented to the Sheriff at Edinburgh Sheriff Court by NICHOLAS RUTLEDGE ALEXANDER ROBERTS, 5 South Charlotte Street, Edinburgh, EH2 4AN as the Director of WILLRI PROPERTIES LTD, a private limited company incorporated under the Companies Acts (registration number SC787327) and having its Registered Office at 5

South Charlotte Street, Edinburgh, Scotland, EH2 4AN (the "Company") craving the Court **inter alia** that the Company be wound up by the Court and that joint interim liquidators be appointed; in which Petition the Sheriff at Edinburgh by interlocutor dated 20 September 2024; ordained all interested parties, if they intend to show cause why the prayer of the petition should not be granted, to lodge Answers thereto by email to edinburghcommercial@scotcourts.gov.uk within 8 days after intimation, service or advertisement, and meantime appointed Kevin Mapstone and Kenneth Craig, Insolvency Practitioners, Begbies Traynor (Central) LLP, 1 Lochrin Square, 92-98 Fountainbridge, Edinburgh, EH3 9QA to be joint provisional liquidators of the Company with the powers contained in paragraphs 4 and 5 of Part II of schedule 4 to the Insolvency Act 1986 for a limited period of 3 months from the date hereof (unless otherwise extended) or until the appointment of joint interim liquidators, whichever shall first occur; all of which notice is hereby given.

David Alexander Gilson Gray LLP, 29 Rutland Square, Edinburgh EH1 2BW Solicitor for the Petitioner (4709742)

## Members' voluntary liquidation

### APPOINTMENT OF LIQUIDATORS

#### MEMBERS VOLUNTARY LIQUIDATION

#### NOTICE OF APPOINTMENT OF LIQUIDATOR

Name of Company: **DML DENT REMOVAL LIMITED**  
Trading Name: Maintenance & Repair of Motor Vehicles  
Company Number: SC614201  
Nature of Business: Maintenance & Repair of Motor Vehicles  
Type of Liquidation: Members  
Registered office: 8 Douglas Street, Hamilton, ML3 0BP  
Principal trading address: 22 Green Street, Bothwell, Glasgow, G71 8RJ  
Liquidator's name and address: *Derek Alan Jackson*, Grainger Corporate Rescue & Recovery, Third Floor, 65 Bath Street, Glasgow, G2 2BX. Capacity of office holder: Liquidator  
Office Holder Number: 009505.  
Date of Appointment: 19 September 2024  
By whom Appointed: Members  
Office holder's telephone no and email address: 0141 353 3552  
derekj@gcrr.co.uk (4708393)

Company Number: SC586785  
Name of Company: **EXCEL HEALTH & SAFETY LTD.**  
Nature of Business: Management consultancy activities other than financial management  
Type of Liquidation: Members  
Registered office: First Floor, 4 Earls Court, Earls Gate Business Park, Grangemouth, FK3 8ZE  
Principal trading address: N/A  
*Donald McNaught*, of Johnston Carmichael LLP, 227 West George Street, Glasgow, G2 2ND  
Office Holder Number: 9359.  
Contact details for Liquidator, Tel: 0141 222 5800; Email: donald.mcnaught@jcca.co.uk. Alternative contact: Beverley Graham, Email: beverley.graham@jcca.co.uk  
Date of Appointment: 17 September 2024  
By whom Appointed: Sole Member  
Ag UJ62205 (4709739)

Company Number: SC153270  
Name of Company: **RODGER PROPERTY SERVICES LIMITED**  
Nature of Business: Property investment  
Type of Liquidation: Members  
Registered office: 12 Carden Place, Aberdeen, AB10 1UR  
Principal trading address: N/A  
*Michael J M Reid*, of MHA, 12 Carden Place, Aberdeen, AB10 1UR  
Office Holder Number: 7327.  
Further details contact: Tel: 01224 625554.  
Date of Appointment: 18 September 2024  
By whom Appointed: Members  
Ag UJ62174 (4709740)

**RESOLUTION FOR VOLUNTARY WINDING-UP****PRIVATE COMPANY LIMITED BY SHARES  
WRITTEN RESOLUTIONS  
OF****DML DENT REMOVAL LIMITED  
("Company")**

Company Number: SC614201

Registered office: 8 Douglas Street, Hamilton, ML3 0BP

Principal trading address: Trading Address: 22 Green Street, Bothwell, Glasgow, G71 8RJ

19 SEPTEMBER 2024

Pursuant to Chapter 2 of Part 13 of the COMPANIES ACT 2006, the directors of the Company propose that:

- resolutions 1 and 2 below are passed as special resolutions (**Special Resolutions**).
- resolution 3 below is passed as an ordinary resolution (**Ordinary Resolution**);

**SPECIAL RESOLUTIONS**

1. **THAT** the company be wound up voluntarily.
2. **THAT** the liquidator be and is hereby authorised to divide among the shareholders of the company in specie or in kind the whole or any part of the assets of the company.

**ORDINARY RESOLUTION**

3. **THAT** Derek Alan Jackson of Grainger Corporate Rescue & Recovery, 3rd Floor, 65 Bath Street, Glasgow, G2 2BX be and is hereby appointed Liquidator of the Company for the purpose of such winding up;

The undersigned, a person entitled to vote on the above resolutions on 19 September 2024 hereby irrevocably agrees to the Special Resolutions and Ordinary Resolution:

Signed by *Stephen Liddle*

Date 19 September 2024

For further details contact: Derek Jackson

IP number: 9505

Email: derekj@gcrr.co.uk

Telephone: 0141 353 3552

(4708392)

**EXCEL HEALTH & SAFETY LTD.**

Company Number: SC586785

Registered office: First Floor, 4 Earls Court, Earls Gate Business Park, Grangemouth, FK3 8ZE

Principal trading address: N/A

The following Written Resolutions of the sole member of Excel Health &amp; Safety Ltd were passed on 17 September 2024, as a Special resolution and as an Ordinary resolution:

"That pursuant to section 84(1)(b) of the Insolvency Act 1986 the company be wound up voluntarily and that pursuant to sections 84(1) and 91 of the Insolvency Act 1986 *Donald McNaught*, of Johnston Carmichael LLP, 227 West George Street, Glasgow, G2 2ND, (IP No 9359) be appointed Liquidator of the Company for the purposes of winding up the Company's affairs and distributing its assets."

Contact details for Liquidator, Tel: 0141 222 5800; Email: donald.mcnaught@jcca.co.uk. Alternative contact: Beverley Graham, Email: beverley.graham@jcca.co.uk

*Scott Smith*, Sole Shareholder

20 September 2024

Ag UJ62205

(4709741)

**RODGER PROPERTY SERVICES LIMITED**

Company Number: SC153270

Registered office: 12 Carden Place, Aberdeen, AB10 1UR

Principal trading address: N/A

At a general meeting of the members of the above named company, duly convened and held at 12 Carden Place, Aberdeen, AB10 1UR, on 18 September 2024, the following special resolutions were passed:

"That the company be wound up voluntarily and that *Michael James Meston Reid*, of MHA, 12 Carden Place, Aberdeen, AB10 1UR, (IP No. 7327) be and is appointed liquidator of the company for the purposes of such winding up."

Further details contact: Tel: 01224 625554.

*Stuart Rodger*, Chairman

18 September 2024

Ag UJ62174

(4709737)

**Partnerships****TRANSFER OF INTEREST****LIMITED PARTNERSHIPS ACT 1907****PARTNERS GROUP SECONDARY 2008, L.P.****REGISTERED IN SCOTLAND NUMBER SL006263**

Notice is hereby given, pursuant to Section 10 of the Limited Partnerships Act 1907, that Kookmin Bank has transferred its entire interest in Partners Group Secondary 2008, L.P., a limited partnership registered in Scotland with number SL006263 (the "**Partnership**") to KEB Hana Bank. Kookmin Bank has ceased to be a limited partner of the Partnership. KEB Hana Bank has been admitted as a limited partner of the Partnership.

(4708401)

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# PEOPLE

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## Personal insolvency

### SEQUESTRATIONS

Sequestration of the estate of

**ALEXANDER SIMPSON**

Residing at Willowbrook Cottage, Clocksbriggs, Forfar, DD8 2TB

The Estate of Alexander Simpson, the full extent of whose creditors are unknown, was sequestrated by the Sheriff of Tayside, Central and Fife at Forfar Sheriff Court on 19 September 2019. Kenneth Pattullo, Begbies Traynor, 2 Bothwell Street, Glasgow, G2 6LU is the Trustee on the sequestrated estate.

Any creditor of the debtor named above is invited to submit their statement of claim in the prescribed form, with any supporting account or vouchers, to the Trustee by 8 October 2024. For the purpose of formulating claims, creditors should note that the date of sequestration is 19 September 2019.

*Kenneth Pattullo*, Trustee

19 September 2024

(4709744)



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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# 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 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).

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