TERMS AND CONDITIONS RELATING TO SUBMISSION OF NOTICES

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

The London Gazette is published by the Publisher (defined below) under the authority and superintendence of the Controller of Her Majesty's Stationery Office and Queen's Printer of Acts of Parliament.

Notices received for publication fall under the following broad headings:

State, Parliament, Ecclesiastical, Public Finance, Transport, Planning, Health, Environment, Water, Agriculture & Fisheries, Energy, Post & Telecom, Other Notices, Competition, Corporate Insolvency, Personal Insolvency, Companies & Financial Regulation, Partnerships, Societies Regulation and Personal Legal information. Further information can be found at www.gazettes-online.co.uk.

These terms and conditions ("Terms and Conditions") govern submission of Notices (as defined below) to the London Gazette. By submitting Notices howsoever communicated, whether at the website www.gazettes-online.co.uk (the "Website") or to www.gazette-submission.co.uk, email, post and/or facsimile, the Advertiser (as defined below) agrees to be bound by these Terms and Conditions.

The Publisher reserves the right to modify these Terms and Conditions at any time. Such modifications shall be effective immediately upon publication of the modified Terms and Conditions. By submitting Notices to the London Gazette after the Publisher has published notice of such modifications, the Advertiser agrees to be bound by the revised Terms and Conditions.

1 Definitions

1.1 In these Terms and Conditions:

"Advertiser" means any company, firm or person who has made an application for and who has been allocated space in the London Gazette, whether acting on their own account or as agent or representative of a principal;

"Charges" means the payment due for the acceptance of a Notice by the Publisher payable by the Advertiser as set out in the Authorised Scale of Charges which can be found in the printed copy or at www.gazettes-online.co.uk;

"Notice" means all advertisements and state, public or legal notices placed in the London Gazette;

"Publisher" means The Stationery Office 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 Advertiser agrees to be bound by these Terms and Conditions which represent the entire terms agreed between the Publisher and Advertiser in relation to the publication of Notices. These Terms and Conditions shall govern and be incorporated into every Notice, and shall prevail over any terms or conditions (whether or not inconsistent with these Terms and Conditions) contained or referred to in any correspondence or documentation submitted by the Advertiser or implied by custom, practice or course of dealing, unless otherwise agreed in writing by the Publisher.

3 The Publisher shall make all reasonable efforts to verify the validity of any Notice submitted for publication.

4 The Publisher may edit the Notice, subject to the following restrictions:

4.1 the sense of the Notice submitted by the Advertiser must 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 or deletions required in order to include the minimum necessary information set out in any Notice guidelines shall be confirmed with the Advertiser; and

4.6 no amendments to the text (other than those made as a consequence of 4.1–4.5 above) shall be made without written confirmation from the Advertiser.

5 The Advertiser accepts that it submits a Notice entirely at its own risk and that the Publisher shall have discretion whether to accept a Notice for publication. The Advertiser must satisfy itself as to the legislative requirements relating to any Notice. Where the Publisher has accepted a Notice for publication, the Publisher shall have discretion to refuse to publish where the content of the Notice does not comply with legislative or procedural requirements (guidance on both is available from the Publisher). In such instances, the Publisher shall notify the Advertiser of the action required to remedy any deficiency and publication shall not take place until the Publisher is satisfied that such action has been taken by the Advertiser.

6 The Publisher (including affiliates, officers, directors, agents and employees) shall not be liable for any loss or damage including expenses or costs suffered by the Advertiser or any third party whether arising from the acts or omissions of the Publisher and/or the Advertiser and/or any third party made in connection with the Notice or otherwise except only that nothing in these Terms and Conditions shall limit or exclude the Publisher's liability for fraudulent misrepresentation, or for death or personal injury resulting from the Publisher's negligence or the negligence of the Publisher's agents or employees.

7 For the avoidance of doubt, subject to clause 4 above, in no circumstances shall the Publisher be liable for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special, indirect or consequential damages (however arising, including negligence).

8 Where the Publisher is responsible for any error which, in the Publisher's reasonable opinion, causes a substantive change to the meaning of a Notice or would affect the legal efficacy of a Notice, upon notification of such error by the Advertiser, the Publisher shall publish the corrected Notice at no charge and at the next suitable opportunity and this shall be the limit of the Publishers liability or responsibility in these circumstances.

9 In the event that the Publisher believes an Advertiser is deliberately submitting Notices in bad faith and in breach of clause 10 below, or has dealings with Advertisers who are in persistent breach of these Terms and Conditions, the Publisher may require further verification of information be provided by such Advertisers and may at its discretion delay publication of those Notices as far as it is able to, until it satisfied that the Notice it has received is based on authentic information.

10 The location of the Notice in the London 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 London Gazette.

11 The Advertiser warrants:

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

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

11.3 the Notice is submitted in good faith, does not contravene any Act of Parliament nor is it in any way illegal or defamatory or an infringement of any other party's rights or an infringement of the British Code of Advertising Practice.

12 To the extent permissible by law the Publisher excludes all implied warranties, conditions or other terms, whether implied by statue or otherwise.

13 The Advertiser agrees to indemnify and hold the Publisher and/or (as applicable) the Publisher's affiliates, officers, directors, agents and employees harmless from all losses incurred (including legal costs), in respect of any claim or demand, including threatened claims or demands, made by any third party which constitute, or would if proved constitute, a breach or threatened breach by the Advertiser of these Terms and Conditions or any breach by the Advertiser of any law or an infringement of the rights of a third party. The Publisher shall consult with the Advertiser as to the way in which such claims are handled but the Publisher retain the final decision on all aspects of the claim, including choice of instructing solicitors, steps taken in litigation and decisions to settle the case. The Advertiser shall provide, at its own expense, such co-operation and assistance as the Publisher may reasonably request, including the provision of witnesses, access to premises and delivery up of documents.

14 The Advertiser shall promptly notify the Publisher in writing of any actual, threatened or suspected claim made by a third party or parties against the Advertiser and/or the Publisher in relation to a Notice. The Publisher reserves the right, following a claim or threatened claim, to immediately remove the Notice which is the subject of the complaint from the website at www.gazettes-online.co.uk and all other websites controlled by the Publisher containing the Notice. The Publisher may require the Advertiser to amend the Notice at its own cost before it agrees to re-publish the Notice if it is capable of rectification to avoid the claim or threatened claim. Any reinstatement of the Notice shall be at the sole discretion of the Publisher.

15 The Advertiser acknowledges that the Publisher may re-use Notices and/or allow third parties to re-use Notices accepted for publication in the London Gazette, and hereby assigns to the Publisher all rights, including but not limited to, copyright in all Notices, and warrants that any such activity by the Publisher and/or third parties does not and will not infringe any legal right of the Advertiser or any third party.

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

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

18 If the Advertiser wishes to make a Complaint then please refer to the Gazette office.

19 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 third party specified in these Terms and Conditions or which exists or is available apart from that Act.

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