

# Terms and Conditions Relating to Submission of Notices

The Gazette (which includes the London, Belfast and Edinburgh Gazette) is the Official Public Record and the United Kingdom's longest continuously published newspaper. It has been published by Authority since 1665. The 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 "**The Gazette**" shall include the London, Belfast and Edinburgh and any supplements to the Gazette, as well as all mediums, including the online and paper versions of the Gazette.

The Gazette is published by the Publisher (as defined below) under the authority and superintendence of the Controller of Her Majesty's Stationery Office at The National Archives. Notices received for publication can fall under the following broad headings:

Church, Companies, Education and Qualifications, Environment and Infrastructure, Health and Medicine, 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 Advertiser (as defined below) agrees to be bound by these Terms and Conditions. Where the Advertiser is acting as an agent or as a representative of a principal, the Advertiser 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 of the modified terms and conditions. By submitting Notices to The Gazette after the Publisher has published notice of such modifications, the Advertiser, including any principal, 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 requested to place a Notice in The Gazette, whether acting on their own account or as agent or representative of a principal; "**Authorised Scale of Charges**" means the scale of charges set out at in the printed copy of the Gazette or at <https://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 Advertiser as set out in the Authorised Scale of Charges; "**Local Newspaper Notice**" means any notice placed in a local newspaper rather than The Gazette; "**Notice**" means all advertisements and state, public, legal or other notices (without limitation) placed in The Gazette, save in respect of any Local Newspaper Notice, to which other terms may apply where indicated in these Terms and Conditions; "**Publisher**" means The Stationery Office Limited, with registered company number 03049649.

1.2 the singular includes the plural and vice-versa; and

1.3 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

2 By submitting a Notice to the Publisher, the Advertiser agrees to be bound by these Terms and Conditions which, unless stated otherwise in these Terms and Conditions, represent the entire terms agreed between the parties in relation to the publication of Notices in The Gazette and which every Notice shall be subject to. For the avoidance of doubt, these Terms and Conditions shall prevail over any other terms or conditions (whether or not inconsistent with these Terms and Conditions) contained or referred to in any correspondence or documentation submitted by the Advertiser or implied by custom, practice or course of dealing which the parties agree shall not apply, unless otherwise expressly agreed in writing by the Publisher.

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 Advertiser.

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 Advertiser will not be altered;

4.2 Notices shall be edited for house style only, not for content;

4.3 Notices can be edited to remove obvious duplications of information;

4.4 Notices can be edited to re-position material for style;

4.5 any additions, amendments or deletions required in order to include the minimum necessary information set out in any Notice guidelines shall be confirmed with the Advertiser; and

4.6 subject to clause 5 below, no amendments to the text (other than those made as a consequence of 4.1 - 4.5 above) shall be made without confirmation from the Advertiser.

For the avoidance of doubt, the Advertiser agrees and accepts that, subject to the limited rights to edit any Notice referred to above, it is the Advertiser that shall be solely responsible for the content of any Notice, including its validity and accuracy and that the Publisher shall not be responsible for, nor shall have any liability in respect of such content in any way whatsoever.

5 The Advertiser accepts that it submits a Notice entirely at its own risk and that the Publisher shall have the sole and absolute discretion whether to accept a Notice for publication or the timing of any publication of a Notice, such decision to be final. The Advertiser must satisfy itself as to the legal, statutory and/or procedural requirements and accuracy relating to any Notice. Where the Publisher has accepted a Notice for publication, the Publisher shall have the sole and absolute discretion to refuse to publish where the content of the Notice, in the publisher's sole opinion, may not comply with any such requirements. In such instances, the Publisher shall notify the Advertiser of any action required to remedy any deficiency and publication shall not take place until the Publisher is satisfied that such action has been taken by the Advertiser.

6 Neither the Publisher nor The National Archives (or any successor organisation) (including affiliates, officers, directors, agents, subcontractors and/or employees) shall be liable for any liabilities, losses, damages, expenses, costs (including all interest, penalties, legal costs (including on a full indemnity basis) and other professional costs and/or expenses) suffered or incurred, howsoever arising (including negligence), whether arising from the acts or omissions of the Publisher, The National Archives and/or the Advertiser and/or any third party (including, without limitation, any principal of the Advertiser) or arising out of or made in connection with the Notice or otherwise except only 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 the their agents, subcontractors and/or employees.

7 For the avoidance of doubt, subject to clause 6 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 including 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 becoming aware of such error, the Publisher shall publish the corrected Notice at no charge and at the next suitable opportunity. Both parties agree (including on behalf of any principal, if applicable) that this shall be the sole remedy of the Advertiser (including any principal, if applicable) and full extent of the limit of the Publishers liability in these circumstances.

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

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

11 The Advertiser warrants:

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

11.2 the Notice is not false, inaccurate, misleading, nor does it 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 an infringement of the