



## FORM 1601 TOWN AND COUNTRY PLANNING

### Notices relating to Town and Country Planning

These can only be accepted from the Scottish Executive, local authorities and other public sector organisations with direct responsibility for Town and Country Planning (Scotland) Act related issues.

### Advertiser's details Note: All fields are mandatory unless otherwise indicated

Your name

TSO account number (optional)

Your reference

Email address (for confirmation emails etc)

Postal address (including the name of your organisation)

Telephone number

Fax number (optional)

Comments including publication date\* (optional)

\*Please insert the date you require. The form must be submitted before 9.30am the working day prior to publication. If you leave this blank then the notice will be inserted in the next available issue.

I require a voucher copy of the Edinburgh Gazette.

**Detailed notice** *Note: All fields are mandatory unless otherwise indicated*

Organisation on whose behalf the notice is placed (for example Dundee City Council)

Legislation pursuant to which to notice is placed (for example Town & Country Planning (Scotland) Act 1997) (if more than one piece of legislation is referenced please enter all these here seperated by a comma)

Subject (for example Planning Applications) (optional)

Details and representation information (to include specification of planning period).

Name of Signatory (optional)

Title of Signatory (optional)

Date of Signature (optional)

Where plans can be inspected (optional)

**Example of notice**

***Anytown City Council***

**PLANNING APPLICATIONS**

**TOWN & COUNTRY PLANNING (SCOTLAND) ACT 1997 AND RELATED LEGISLATION**

The application listed in the schedule below are proposals requiring planning permission and/or Listed Building Consent which have been submitted to Anytown Council and may be inspected at the Planning & Transportation Department, Anytown City Council, Floor 1, Head office, 1 Anywhere Street, Anytown during normal office hours (Monday to Friday 8.30 am to 5.00 pm except public holidays). Anyone wishing to make representations should do so in writing to the Head of Planning within 21 days.

**SCHEDULE**

<i>Proposal</i>	<i>Site address</i>	<i>Name &amp; Address of Applications</i>	<i>Description of Development</i>
07/00043/EGZ	77 High Street Anytown AA1 1SD	J Smith, Anytown	Change of use from commercial unit to house and replacement windows
07/00031/EGZ	Any Academy Main Road Anytown AA4 7AX	M Brown, Anytown	Replacement of cast iron gates and railings and associated ground works and stone repairs at south end of school grounds
07/00052/EGZ	Any Hotel 160 Any Street Anytown AA1 4DU	T Gates Anytown	Alterations and two storey rear extension to form additional accommodation

(0000/000)

## Proposal [1]

Proposal/Reference

Proposal/Site Address

Name and Address of Applicant

Description of Proposal

Proposal [2] (optional)

Proposal/Reference

Proposal/Site Address

Name and Address of Applicant

Description of Proposal

Proposal [3] (optional)

Proposal/Reference

Proposal/Site Address

Name and Address of Applicant

Description of Proposal

Proposal [4] (optional)

Proposal/Reference

Proposal/Site Address

Name and Address of Applicant

Description of Proposal

Proposal [5] (optional)

Proposal/Reference

Proposal/Site Address

Name and Address of Applicant

Description of Proposal

Proposal [6] (optional)

Proposal/Reference

Proposal/Site Address

Name and Address of Applicant

Description of Proposal



Proposal [7] (optional)

Proposal/Reference

Proposal/Site Address

Name and Address of Applicant

Description of Proposal

Proposal [8] (optional)

Proposal/Reference

Proposal/Site Address

Name and Address of Applicant

Description of Proposal

Proposal [9] (optional)

Proposal/Reference

Proposal/Site Address

Name and Address of Applicant

Description of Proposal

Proposal [10] (optional)

Proposal/Reference

Proposal/Site Address

Name and Address of Applicant

Description of Proposal

I have read, understood, and agree to the [Terms and Conditions](#)

## 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:

- The Publisher's [privacy policy](#)
- The Publisher's [policies relating to submission of notice](#)

which together govern the submission of Notices.

Advertisers, 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 Advertisers must have the authority to place the notice that they submit for publishing. TSO, as the Publisher, is required to verify the authority of Advertisers who place Notices and has the authority to refuse to publish Notices from Advertisers 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 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. By submitting Notices to The Gazette after the Publisher has published such modifications, the Advertiser, including any principal, agrees to be bound by the revised Terms and Conditions.

### 1. Definitions

(i) In these Terms and Conditions:

**"Advertiser"** 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;

**"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 Advertiser as set out in the Authorised Scale of Charges;

**"Forwarding Service"** means the service provided 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 Advertiser, 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 or TSO, with registered company number 03049649, acting in accordance with the concessionary contract awarded by The National Archives.

(ii) the singular includes the plural and vice-versa; and

(iii) 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:

(i) the sense of the Notice submitted by the Advertiser will not be altered;

(ii) Notices shall be edited for house style only, not for content;

(iii) Notices can be edited to remove obvious duplications of information;

(iv) Notices can be edited to re-position material for style;

(v) 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

(vi) 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 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; 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. The Advertiser 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 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. Where publication has taken place the Notice placer will be contacted with the proposed remedy which may include, but is not limited to, removal, reinsertion, retraction or substitution notice.

6. Save for any liability that cannot be excluded or restricted by law (including fraudulent misrepresentation, or for death or personal injury resulting from the negligence of either party or their agents, subcontractors and/or or employees) which shall not be limited or excluded in any way, the Publisher, The National Archives, or any successor organisation's (including affiliates, officers, directors, agents, subcontractors and/or employees) total aggregate liability (including any 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 (other than fraudulent misrepresentation), equity, breach of statutory duty, strict liability or otherwise at law, and whether arising from the acts and/or omissions of the Publisher or The National Archives or arising out of or made in connection with any Notice or otherwise shall be limited to one hundred and fifty (150) per cent 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 Advertiser and/or any third party or in respect of any Notice submitted by any Advertiser for potential publication in The Gazette, which the Advertiser 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 any error or has published a Notice in error a, the Publisher shall at no charge to the Advertiser, either 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 Advertiser (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, 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:

(i) that it has the right, power and authority to submit the Notice;

(ii) the Notice is true and accurate in all respects and does not mislead or contain potentially fraudulent information;

(iii) 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.

13. The Advertiser 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 Advertiser

(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 Advertiser 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 Advertiser 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 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.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 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, 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 Advertiser, 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 Advertiser 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 Advertiser 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 Advertiser 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 Advertiser 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 Advertiser agrees that the Publisher shall have no liability whatsoever in respect of such use by the Publisher or third parties.

17. The Advertiser 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 Advertiser's account related to such authorities and the Advertiser 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:



(i) 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 Advertiser 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;

(ii) 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 Advertiser 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 Advertiser;

(iii) 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 including (without limitation), the Publisher, the Publisher shall arrange for the local newspaper to publish the corrected Local Newspaper Notice at no additional cost to the Advertiser. 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 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 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 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, The Gazette will replace the Advertiser 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 on from The Gazette to the Advertiser or executor (if different).

Please be aware that correspondence received by The Gazette's postal box may be opened (for example in circumstances where the intended recipient of the correspondence is not clear) and in using this service you are consenting to this, however 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 returned to the sender where possible or securely destroyed, and the Advertiser or executor's name and address details will be removed from the Forwarding Service.

20. 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 in writing. The Charges must be paid in full by the Advertiser 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 Advertiser.

21. Please note that we use PayPage by Verifone on The Gazette to process credit or debit card transactions. This involves a £1.00 pre-authorised transaction by your bank to check that funds are available and that sum is then reserved, although no actual deduction or charge takes place. The reserved funds then become available to the customer after the pre-authorisation expires usually between 3-7 days (as a guideline). We use this process to validate all card orders and this allows us to hold orders for goods that are out of stock or not yet published as we do not charge for these until the goods are in stock. By placing the order, you agree to such pre-authorisation processes

22. If the Advertiser 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 the parties hereby submit to the exclusive jurisdiction of the English courts.