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House of Lords

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THE QUEEN has been pleased by Letters Patent under the Great Seal of the Realm dated 21st February 1996 to confer the dignity of a Barony of the United Kingdom for life upon Sir David Howe Gillmore, G.C.M.G., by the name, style and title of Baron Gillmore of Thamesfield, of Putney in the London Borough of Wandsworth.

C I P Denyer

21st February 1996

(66)

2. The Administration and Legal Department, Central Regional Council, Old Viewforth, Stirling and
3. Stirling District Council Offices, Municipal Buildings, Stirling

The effect of the Order is as described in the Notice describing the proposals as published in *The Stirling Observer* and *The Edinburgh Gazette*, on 13th October 1995.

I S Ross
Assistant Chief Engineer

The National Roads Directorate of
The Scottish Office Development Department
16th February 1996

(8)

NOTICE is hereby given that on 16th February 1996 the Secretary of State, in exercise of the powers conferred on him by sections 84(1), 84(2) and 121A of the Road Traffic Regulation Act 1984, made the Order entitled the A84/A85 Trunk Road (Buchany) (40mph Speed Limit) Order 1996. The said Order comes into effect on 1st March 1996.

A copy of the Order as made, and of the relevant plan, may be inspected free of charge from 16th February 1996 to 29th March 1996 during normal working hours at:-

1. The Scottish Office Development Department, National Roads Directorate, Victoria Quay, Edinburgh, EH6 6QQ;

ASSOCIATED GAS SUPPLIES LIMITED

TARIFF CUSTOMER SCHEME

RECITALS

- (A) Pursuant to sub-paragraph 19(4) of Schedule 5 to the Gas Act 1995 ("the Act") Associated Gas Supplies Limited ("AGAS") is required to make a scheme (the "Scheme") for determining the terms and conditions which are by virtue of paragraph 19(2) of Schedule 5 to the Act to be incorporated into the contracts which are deemed to be made by AGAS with customers who,

immediately before the appointed day were being supplied with gas through pipes by AGAS as tariff customers.

- (B) This document constitutes the Scheme mentioned in Recital A above which Scheme shall take effect on the appointed day.

1 Interpretation

In this Scheme:-

- 1.1 "appointed day" shall mean the day appointed by the Secretary of State under to Section 18(2) of the Act.
- 1.2 "tariff customer" shall have the meaning given to it in Section 14(5) of the Gas Act 1986.

2 The Scheme

- 2.1 AGAS hereby determines that all tariff customers being supplied immediately before the appointed day shall be supplied by virtue of this Scheme on the terms and conditions set out in the Schedule attached hereto, comprising House Holder Conditions, General Conditions and the AGAS Schedule of Charges.

Signed for and on behalf
of Associated Gas Supplies
Limited by its duly authorised
representative

Peter Adams

Date 23rd February 1996

SCHEDULE

HOUSE HOLDER CONDITIONS

- 1 The Price of Gas
- (a) If we expect you to consume less than 2,500 therms of gas per year, you will be regarded as a Domestic Customer. Your gas bill is calculated by estimating how much gas you will consume and multiplying it by the price per kilowatt hour of energy and then adding this to the Standing Charge, in accordance with the Schedule of Charges attached. We then divide that figure into 4 equal quarterly instalments or 12 equal monthly instalments according to your chosen payment method. Every time a meter read is taken AGAS will make an adjustment to your next bill to reflect the difference between the estimated and actual consumption.
- (b) VAT will be charged at the legally applicable rate on all supplies. If you owe us any money, even if the debt relates to a previous address and you have not paid the debt within 28 days of a written demand, we reserve the right to prevent you switching to a new supplier until you have paid it and any costs associated with recovering it. If the 28 days has not elapsed we may assign this amount to your next supplier who may require you to pay it together with any costs associated with recovering it.
- 2 Duration
- (a) The Agreement shall, subject to termination for breach of condition, continue until terminated by you on 28 days notice except where you cease to own or occupy the premises when it shall be terminated on the date you move out provided that you have given at least 48 hours notice. If you do not give the required amount of notice

and you move out of your premises, the Agreement will terminate and you will cease to be liable to AGAS for all gas consumed on the earliest that any of the following occur (i) the 28th day after you have given notice, or (ii) the meter is next read, or (iii) gas is supplied to the premises pursuant to a request from another customer.

- (b) AGAS has the right to terminate this Agreement on not less than 30 days notice (subject to any consents required under its licence). You will then be offered a new Agreement on no less favourable terms to other Domestic Customers in similar circumstances.

3 Payment Details

Payment methods and frequencies shall be in accordance with the attached Schedule of Charges.

4 Gas Escapes

British Gas TransCo provide the emergency service for gas escapes. In the event of an escape of Natural Gas their telephone number can be found in the Telephone Book under GAS.

5 Supply

AGAS agrees to supply and the Customer agrees to buy the total requirement of Natural Gas delivered by pipeline to the address shown on the front of this Agreement according to the AGAS General Conditions which are available upon request, of which these House Holder Conditions form a part. Default in payment or damage to meters could lead to disconnection of your gas supply and AGAS may charge you for the costs of recovering outstanding payments or any costs arising because of the damage.

6 Deposits

AGAS reserves the right to charge a reasonable deposit. Unless it is reasonable for AGAS to retain it, the deposit together with interest will be paid to you within 2 months of the date of which this Agreement terminates providing the Customer has met all demands made (within 28 days of such demands having been made) for gas supplied in any period of 12 months.

GENERAL CONDITIONS

These General Conditions shall apply to all Customers except where expressly stated otherwise herein.

1 Provision of the Supply

- (a) AGAS shall provide the supply to the supply point at each Customer's premises with effect from the appointed day on and subject to the terms of this Agreement, such supply being in accordance with regulations from time to time made pursuant to Section 16(1) of the Gas Act 1986 with regard to gas quality. The gas is transported to the Customer's premises through pipelines owned and operated by ADL.
- (b) AGAS shall not be liable to the Customer if supply is restricted or discontinued for so long as any direction to that effect is given under Section 2(1)(b) of the Energy Act 1976 or where the Agreement terminates due to another supplier being given a direction under Standard Condition 5 of its licence in relation to the Customer's premises.

2 Safe Use of Gas and Equipment

- (a) The Customer undertakes at all times to use the Gas in a safe manner and so as not to interfere with the supply of gas upstream of the supply point.

- (b) The Customer shall be responsible for all pipes and apparatus downstream of the supply point.
- (c) AGAS shall wherever possible provide the Customer with reasonable prior notice of any necessary maintenance, repair or replacement of any facilities and shall use reasonable endeavours to carry out or procure the carrying out of such works at minimal inconvenience to the Customer.

3 Ownership

The following provisions shall apply:-

- (a) Title to and risk in the Gas supplied shall pass to the Customer at the supply point.
- (b) The Meter and any other equipment, pipes or apparatus of AGAS or ADL or British Gas TransCo are not and shall not become the property of the Customer.
- (c) Customers shall only consume gas which has first passed through a meter. If the meter shows signs of having been interfered with by someone other than a person lawfully authorised to do so AGAS shall have the right to recover from the Customer the monetary value of any amount of gas which it reasonably calculates to have been consumed since the interference in addition to any legal or administrative costs in so doing.

4 Liability

- (a) AGAS shall indemnify the Customer against personal injury to or the death of any person or loss of or damage to any property real or personal to the extent that such injury, death, loss or damage arises in the course of or by reason of the supply and provided always and only to the extent that the same is due to negligence on the part of AGAS, subject to sub-conditions (b) and (c) below.
- (b) The obligation of AGAS to indemnify the Customer under sub-condition (a) above shall be subject to an aggregate limit of £10,000,000 or in any continuous period of 12 months in which the Customer takes a supply of gas under this Agreement save in the case of death or personal injury where this limit shall not apply.
- (c) Notwithstanding anything expressed or implied in this Agreement, AGAS shall not be liable to the Customer for any loss of profits, contracts, production or revenue or for increased cost of working or business interruption howsoever caused.
- (d) Provided always that none of the foregoing provisions of this Condition shall operate to exclude or restrict AGAS' liability for death or personal injury resulting from negligence.
- (e) AGAS shall pay to the Customer (less any amount owing to AGAS pursuant to this Agreement) any amount paid directly or indirectly to it by ADL or British Gas TransCo for failure to convey gas to the Customer's premises.

5 Force Majeure

- (a) If in or as a consequence of any circumstance or event which is beyond the reasonable control of either party it is not reasonably practicable for that party to perform any of its obligations (including without limitation where the performance by AGAS would be in breach of any law or licence condition or any transportation arrangement it has with ADL or British Gas TransCo) in accordance with this Agreement, such obligations

(other than any obligations to make any payments under this Agreement) shall be suspended to the extent that and for so long as it is so impracticable. Whenever possible each party shall give to the other prior written notice of such suspension.

- (b) AGAS is not obliged to supply or continue to supply (i) when the Customer has been legally disconnected, (ii) in circumstances beyond our control, (iii) where to do so would risk danger to the public, (iv) where the DGGs has directed that it shall not do so, (v) if the Customer has refused to give any deposit having been requested to do so, (vi) where the licence has been revoked or restricted, (vii) where it is required not to do so under the Energy Act 1976 and (viii) when reasonably necessary to enable the ADL to carry out its obligations under statute and (ix) where the Customer's meter or meter reading arrangements are not acceptable to AGAS in accordance with Standard Condition 8 of its licence, (x) for the duration of any request that ADL or British Gas TransCo may make to AGAS to not supply, (xi) for the duration of any maintenance ADL or British Gas TransCo may undertake.

6 Termination

- (a) Subject to Clause 6(b) and 11 below, this Agreement will terminate where a direction has been given to another supplier pursuant to Standard Condition 5 of its licence in relation to the Customer's Premises.
- (b) Where one party is a Domestic Customer, termination shall be according to either sub-paragraph (a) above or the provisions of Clause 2 of the House Holder Conditions which form part of this Agreement.
- (c) Any termination of this Agreement shall be without prejudice to any rights or remedies of either party which arise prior to or as a result of termination.

7 Copyright and Confidentiality

- (a) Copyright in this Agreement and in all documents produced by or on behalf of AGAS in connection with this Agreement shall remain with AGAS.
- (b) Neither party shall, without the prior written consent of the other, disclose to any third party or otherwise make use of any confidential information which has come into its possession or which may in the course of this Agreement come into its possession relating to the other party, this Agreement or otherwise, nor shall it disclose to any third party anything contained in this Agreement. This restriction shall continue to apply unless and until such information comes properly into the public domain through no fault of either party.
- (c) The obligations contained in this Condition shall continue notwithstanding any termination of this Agreement.

8 Waiver

No indulgence shown by either party to the other shall prevent that party subsequently insisting upon its rights and remedies under this Agreement.

9 Notices

Any notice given pursuant to the Agreement shall be in writing and may be served by personal delivery, prepaid recorded delivery or registered post to the addressee at its registered office for the time being and shall be deemed to have been received:-

- (a) in the case of personal delivery, at the time of delivery;
- (b) in the case of recorded delivery or registered post, forty eight hours from the time of posting.

BRITISH GAS
(FORMER TARIFF CUSTOMERS)
SCHEME 1996

10 Interpretation

- (a) Without limiting the circumstances in which a new contract for the supply of gas may arise under the House Holder Conditions or General Conditions no variation shall be effective unless contained in a written document which is dated and refers to this Agreement and its date, identifies the Condition or Conditions which are to be varied and has been signed by an authorised representative of AGAS and countersigned by the Customer.
- (b) The headings in this Agreement are inserted for convenience only and shall not affect the interpretation of any of its provisions.
- (c) This Agreement shall be construed and governed in all respects in accordance with the laws of England and any disputes or differences shall be subject to the exclusive jurisdiction of the English Courts.

12 Variation of the Agreement

- (a) AGAS may (subject to any consents required under its licence) vary this Agreement.
- (b) Where the Customer is a party to a written agreement AGAS will notify the Customer within 10 days of any variation which is significantly disadvantageous to the Customer whereupon the Customer may, on 21 days notice, terminate this Agreement within 14 days of receiving notification from AGAS. If the Customer so terminates, the variation will be ineffective in the interim.

SCHEDULE 1

AGAS SCHEDULE OF CHARGES

Abbeymeads Haydon Wick Swindon - 8% discount against BG price until end of 1996 thereafter 5% discount for a limited period. All other sites 5% discount only.

NON DD CUSTOMERS

<u>BG Standard Tariff</u>		<u>AGAS Tariff</u>
1.520p/kwh	less 8%	1.398p/kwh
1.520p/kwh	less 5%	1.444p/kwh

<u>BG Standing Charge</u>		<u>AGAS Standing Charge</u>
10.39p/day	less 8%	9.56p/day
10.39p/day	less 5%	9.87p/day

DD CUSTOMERS

<u>BG Standard Tariff</u>		<u>AGAS Tariff</u>
1.433p/kwh	less 8%	1.318p/kwh
1.433p/kwh	less 5%	1.361p/kwh

<u>BG Standing Charge</u>		<u>AGAS Standing Charge</u>
9.02p/day	less 8%	8.30p/day
9.02p/day	less 5%	8.57p/day

These rates are payable whether the payment frequency is monthly or quarterly.

All prices are exclusive of VAT.

Standing Charges are payable even if no gas is consumed.

Made by British Gas Plc pursuant to the Gas Act 1995
and approved by the Secretary of State for Trade and Industry

PART I

General Provisions relating to The Scheme

1. COMMENCEMENT, SCOPE AND APPLICATION

1.1 This Scheme:

- (a) operates on and from the Appointed Day;
- (b) is made under paragraph 19 of Schedule 5 to the Gas Act 1995; and
- (c) applies to customers of British Gas Trading Limited (referred to herein as "BGTL") who, immediately before the Appointed Day, were being supplied with gas through pipes by British Gas plc as Tariff Customers.

1.2 Without limiting the circumstances in which a new contract for the supply of gas may arise under the general law or the Gas Code, no collateral or other agreement shall have the effect of modifying the Terms and Conditions unless it is:

- (a) in writing signed by or on behalf of BGTL (or, if entered into prior to the Appointed Day, British Gas plc); or
- (b) expressly referred to in, or contemplated by, these Terms and Conditions.

1.3 No provision of these Terms and Conditions affects or will affect the statutory rights of a customer who uses gas supplied by BGTL otherwise than in the course of a business.

1.4 Without limiting the generality of Paragraph 1.3, BGTL has no intention of excluding or restricting its liability to any person where such liability is, by virtue of the provisions of any statute, unable to be so excluded or restricted, including without limitation liability:

- (a) for death or personal injury resulting from the negligent acts or omissions of BGTL, its servants or agents;
- (b) under Part 1 of the Consumer Protection Act 1987; or
- (c) to the extent that a customer uses gas supplied by BGTL for purposes other than in the course of a business, for breach of any obligation or warranty implied by sections 13, 14 or 15 of the Sale of Goods Act 1979,

and these Terms and Conditions (including, without limitation, the provisions of Paragraph 10) are to be construed and interpreted accordingly.

2. DEEMED CONTRACT

2.1 Each customer shall be deemed to have contracted with BGTL, as from the Appointed Day, for a supply of gas in accordance with these Terms and Conditions.

2.2 Each Deemed Contract will continue to apply in respect of the supply of gas to a customer at particular premises (the "Supply Premises"), without prejudice to any of these Terms and Conditions expressed to have effect thereafter, until whichever of the following first occurs, namely:

- (a) Subject to Paragraph 4.7, a new contract for a supply of gas to the Supply Premises comes into effect;
- (b) the Supply Premises are lawfully disconnected or the supply is lawfully cut off;
- (c) the Deemed Contract is validly terminated by BGTL or the customer in accordance with the provisions of Paragraph 4 or Paragraph 9;
- (d) a direction given to another gas supplier, in pursuance of Standard Condition 5 of that supplier's licence, comes into effect in relation to the Supply Premises; or
- (e) BGTL ceases to be licensed to supply gas to the Supply Premises.

2.3 Without prejudice to The Transfer Scheme, the following transitional provisions apply in relation to gas charges and security deposits:

- (a) a gas bill issued by BGTL on or after the Appointed Day may cover not only charges for gas supplied on and after that date under a Deemed Contract but also charges for gas supplied prior to that date under the statutory provisions then in force;
- (b) where a gas bill was issued before the Appointed Day and full payment was not received by British Gas plc before that day, payment of the unpaid amount shall be recoverable by BGTL;
- (c) BGTL shall be entitled, in respect of any customer, to retain for its own benefit any payment, whether by cheque or otherwise, made to British Gas plc on or after the Appointed Day or any sum due to BGTL in respect of charges for gas supplied or any security deposit; and
- (d) a security deposit provided to British Gas plc in respect of the supply of gas (but not for the provision and laying of pipes) prior to the Appointed Day shall thereafter be held by BGTL on the basis set out in these Terms and Conditions.

2.4 Subject to any consent of the Director that may be required under the provisions of the Licence and the giving of such notice to customers as is required (if at all) by Paragraph 2.5, BGTL may vary:

- (a) these Terms and Conditions; or
 - (b) the provisions of any one or more Deemed Contracts,
- by a document referring expressly to this Paragraph and signed by a duly authorised employee of BGTL.

2.5 Notwithstanding any other provision of these Terms and Conditions, and save as the Director otherwise consents, where the provisions of a Deemed Contract (including the Schedule of Charges) with a domestic customer are varied at the discretion of BGTL to the significant disadvantage of such customer:

- (a) BGTL shall take reasonable steps to give to that customer, no later than 10 days after the variation comes into effect, a notice:

- (i) giving details of the variation in question; and
- (ii) giving details of the customer's right to terminate the Deemed Contract;

(b) the customer may, within 14 days of receiving the notice, give 21 days' notice terminating the Deemed Contract; and

(c) if the customer does terminate the Deemed Contract, the variation shall not be effective for the interim period;

PROVIDED THAT the provisions of (a) (ii), (b) and (c) above shall not apply to variations as aforesaid to the Deemed Contracts of a customer at Supply Premises which, at such time, were in a Reserved Area in circumstances where the customer is on the lowest price contract terms applicable to that customer's circumstances and method of payment before the variation in question has taken effect and will continue to be on such terms after the variation in question has taken effect, and for this purpose "Reserved Area" means any part of Great Britain in respect of which the restriction on domestic supply licences (as that term is defined by section 6(8) of the Gas Act 1995) authorising the supply of gas to any premises contained in section 6(2) of the Gas Act 1995 has not ceased to apply either:

- (a) in accordance with the terms of section 6(2) of the Gas Act 1995; or
- (b) by virtue of an order made under section 6(6) of the Gas Act 1995,

provided that in deciding whether or not any part of Great Britain falls within the Reserved Area no account will be taken of sections 6 (3), (4) or (5) of the Gas Act 1995.

2.6 BGTL may, at any time after another gas supplier is licensed to provide a supply of gas to Supply Premises in a particular geographic area or market, terminate the Deemed Contracts with its customers of any class within that area or belonging to that market, provided that it gives at least 30 days' notice to all the relevant customers specifying:

- (a) the date upon which the Deemed Contracts with the relevant customers will terminate; and
- (b) that after such termination:

- (i) each relevant customer may continue to obtain a supply of gas from BGTL under a new contract on terms no less favourable than those being offered to customers in similar cases or classes of case; or
- (ii) in the absence of a new contract being agreed between the customer and BGTL or another gas supplier, any continued supply of gas will be in pursuance of a contract deemed to arise under paragraph 8 of the Gas Code.

3. DEFINITIONS AND INTERPRETATION

3.1 In these Terms and Conditions, unless otherwise stated, or the context otherwise requires:

"Appointed Day" means the 1st of March, 1996.

"bill" includes any invoice, account, statement or other instrument of the like character issued by BGTL (or, if issued before the Appointment Day, by British Gas plc) in respect of gas charges.

"BGTL" means British Gas Trading Limited and its successors and assigns.

"customer" means any person who was, immediately prior to the Appointed Day, a Tariff Customer, irrespective of whether that person is or was the addressee of a bill relating to the premises at which that person is or was supplied.

"Director" means the Director General of Gas Supply.

"Deemed Contract" means a contract deemed to be made on these Terms and Conditions, between BGTL and each customer, by virtue of paragraph 19(2) of Schedule 5 to the Gas Act 1995.

"domestic customer" means a customer who is supplied with gas at Supply Premises at a rate which is reasonably expected not to exceed 2,500 therms per annum.

"Gas Act 1986" means that Act as amended by the Gas Act 1995.

"Gas Acts" means the Gas Act 1986 and the Gas Act 1995.

"gas charges" means the charges due to BGTL from a customer under Paragraph 5 in respect of the supply of gas to the customer's premises and includes such other charges as are set out in the Schedule of Charges, including but not limited to charges levied by or upon BGTL under Paragraph 7;

"Gas Code" means the code set out in Schedule 2B to the Gas Act 1986.

"Licence" means the licence taking effect as it were granted to BGTL by the Director under Section 7A(1) of the Gas Act 1986.

"meter" means the primary measuring device for ascertaining the quantity of gas supplied to the customer.

"non-domestic customer" means a customer who is supplied with gas at Supply Premises at a rate which is reasonably expected to exceed 2,500 therms per annum.

"Propane Estate Customers" means Tariff Customers who take a supply of propane at premises through pipes, but which supply is from the Appointed Day conveyed to those premises otherwise than by a public gas transporter.

"Relevant Shipper" means a gas shipper which has made arrangements in pursuance of which gas is conveyed to any premises (including the Supply Premises).

"Relevant Supplier" means, in relation to any premises, (including the Supply Premises) a gas supplier which supplies gas to those premises.

"Relevant Transporter" means, in relation to any premises, (including the Supply Premises) the public gas transporter which conveys gas through pipes to a customer at those premises.

"Scheme" means the British Gas (Former Tariff Customers) Scheme 1996.

"Schedule of Charges" means the Schedules of Gas Charges, set out in Part IV of this Scheme, as such Schedules may be varied from time to time under Paragraph 5.4.

"Standard Conditions" means the Standard Conditions of Gas Suppliers' Licences; a numerical or other

reference to a particular Standard Condition shall be construed accordingly, and shall, if any Standard Condition is amended or modified, be construed, so far as the context permits, as a reference to the corresponding provision of that Standard Condition as amended or modified.

"supply" includes the making of a supply of gas available at the Supply Premises in cases where the customer does not actually take gas at those premises.

"Supply Premises" has the meaning given to that term in Paragraph 2.2.

"Tariff Customer" shall have the same meaning as set out in section 14(5) of the Gas Act 1986 prior to its amendment by the Gas Act 1995.

"Terms and Conditions" means the terms and conditions of each Deemed Contract, as set out in this Scheme (or as varied under either Paragraph 2.4 or Paragraph 2.5).

"The Transfer Scheme" means the scheme made by British Gas plc under paragraph 2 of Schedule 5 to the Gas Act 1995.

3.2 Unless otherwise stated or the context otherwise so requires:

(a) expressions used in this Scheme which are also used in the Gas Acts shall have the same meaning as in those Acts; and

(b) the Interpretation Act 1978 applies for the interpretation of this Scheme, as it applies for the interpretation of an Act of Parliament, as if this Scheme were an Act of Parliament.

PART II

Provisions relating to all Deemed Contract supplies of Gas

4. SUPPLY ARRANGEMENTS

4.1 Ownership of the gas supplied, and risk in it, passes to the customer at the outlet of the meter.

4.2 Without prejudice to the provisions of the Gas Code relating to meter inaccuracies, BGTL shall not be responsible for, nor for any consequences of, a defect in, or relating to, a meter or other gas fitting not owned or provided by it.

4.3 Where a customer intends to cease, or ceases, to own or occupy any Supply Premises, such customers may, subject to giving at least 48 hours' prior notice thereof to BGTL (or such lesser period as BGTL may accept in the circumstances), terminate the Deemed Contract with effect from the time such customer ceases to either own or occupy the Supply Premises.

4.4 Where a customer who has ceased to own or occupy particular Supply Premises fails to give the notice required under Paragraph 4.3, then the Deemed Contract with that customer shall terminate and such customer shall cease to be liable to pay for any supply of gas to the Supply Premises after whichever of the following first occurs, namely:

(a) the 28th day after the customer gives notice to BGTL that such customer has ceased to either own or occupy the Supply Premises;

(b) the time at which the register of the meter is next read after the customer has ceased to either own or occupy the Supply Premises, either by BGTL or by a gas

supplier who is, or is about to become, a Relevant Supplier;

(c) the meter index reading is estimated by BGTL after the customer has ceased to either own or occupy the Supply Premises; or

(d) the time from which gas is supplied to the Supply Premises, by BGTL or another gas supplier, in pursuance of a request made by a person other than the customer,

PROVIDED THAT the customer shall not be liable to pay any charges for gas supplied which are paid by the customer's successor or another person, owning or in occupation of the Supply Premises.

4.5 Where a customer ceases to require a supply of gas at the Supply Premises (otherwise than in the circumstances mentioned in Paragraph 4.3), such customer may, subject to giving at least 28 days' prior notice thereof to BGTL or such lesser period as BGTL agrees in the particular case, terminate the Deemed Contract with effect from the time when the Supply Premises are disconnected or the supply of gas thereto is cut off in consequence of the customer ceasing to require such a supply.

4.6 Where a customer enters into a new contract for a supply of gas at the Supply Premises from another gas supplier, the Deemed Contract with that customer will, subject to Paragraph 4.7, automatically terminate at the time that the contract with the other gas supplier for the supply of gas to the former Supply Premises comes into effect.

4.7 Where either:

(a) BGTL is notified by the Relevant Transporter either that BGTL has ceased, or from a specified date will cease, to be the Relevant Shipper to particular Supply Premises (when in fact the relevant customer still requires a supply of gas from BGTL); or

(b) the Relevant Transporter fails to notify BGTL that BGTL has ceased to be the Relevant Shipper to particular Supply Premises, (when in fact the relevant customer has entered into a contract for the supply of gas from another supplier (whether or not licensed under Section 7(A)(1) of the Gas Act 1986),

the relevant Deemed Contracts shall in each case continue or be deemed to continue in full force and effect, notwithstanding the provisions of Paragraph 4.6, and the receipt of the notification referred to in (a) above shall be deemed to constitute circumstances beyond the control of BGTL for the purposes of Paragraph 9.3(b).

5. CALCULATION, CHARGES AND PAYMENT METHODS

5.1 The gas supplied by BGTL will be charged for according to the number of kilowatt hours supplied, which number shall be calculated in the same manner as the number of kilowatt hours conveyed to the premises falls to be calculated in pursuance of Section 12(1) of the Gas Act 1986, PROVIDED THAT in relation to gas supplied during the period of up to 10 months beginning with the Appointed Day, or such longer period as the Director may accept:

(a) no adjustment will be made in respect of a temperature and pressure conversion factor within the meaning of the regulations under Section 12 of the Gas Act 1986; and

(b) without prejudice to (a), the calorific value of the gas will be determined on a weekly basis from daily calorific values,

AND PROVIDED FURTHER THAT, on such an adjustment as is referred to in (a) coming to be made, a consequential reduction in charges for gas supplied will be made.

5.2 The gas charges, whether applicable generally or to any case or class of cases or to any geographic area, will be determined in accordance with the Schedule of Charges then in force.

5.3 Gas charges may include:

(a) a standing charge in addition to the charge for the actual gas supplied, and

(b) a rent or other charge in respect of any gas meter or associated gas fittings provided, or arranged to be provided, by BGTL to the premises of the customer.

5.4 BGTL may vary the Schedule of Charges from time to time in the manner contemplated by Paragraph 2.4 (and, if applicable, in compliance with the requirement to give notice to domestic customers under Paragraph 2.5) and, upon doing so, it will:

(a) publish details of any variation to the Schedule of Charges which is likely to affect its domestic customers, together with the date on or from which the variation is to take effect, in such a manner as in its reasonable opinion will secure adequate publicity for the variation to those domestic customers; and

(b) notify those non-domestic customers of any variation in the Schedule of Charges which affects them.

5.5 A customer must pay for gas supplied by one of the methods set out in the Schedule of Charges applicable to such customer and at the applicable rate.

5.6 Subject to the terms of any arrangement which provides for the payment thereof by instalments (or otherwise), whether in effect as at the Appointed Day or entered into thereafter between BGTL and any customer, a bill is due for payment as soon as it is issued.

5.7 Where a prepayment meter is installed:

(a) BGTL may issue an account statement to notify any amount by which the amount prepared is less than the gas charges owing to BGTL; or

(b) at its discretion and with the customer's permission, BGTL may reset the calibration of the meter to collect the amount of the underpayment.

5.8 All charges payable hereunder are subject to any United Kingdom tax, duty or impost on gas (including but not limited to value added tax) or on the processing sale or supply of gas whether such tax, duty or impost is:

(a) payable by BGTL in respect of gas supplied hereunder; or

(b) payable by anyone else and reimbursable by BGTL.

5.9 If any charge to a customer includes a fraction of 1p, such fraction:

(a) if it is 0.5p or less, is to be disregarded; and

(b) if it is more than 0.5p, is deemed to be 1p.

5.10 All fractions of 1p are disregarded to the extent that they relate to Value Added Tax.

5.11 BGTL may at its discretion either estimate the meter index reading (an "estimated reading") or be prepared

to accept a customer's own reading (a "customer reading") for charging purposes, but reserves the right to require at any time its own reading or that of an authorised meter reader. Where an estimated reading differs from the actual meter index and a bill is issued on the basis of that estimated reading (an "estimated bill") then a customer shall have the right to return promptly a customer reading and BGTL may at its discretion:

(a) replace the estimated bill with a bill based on the customer reading,

(b) adjust the balance outstanding to reflect the difference between the estimated reading and the customer reading, or

(c) at its discretion, arrange for its own meter reading to be taken and issue a bill based on that reading.

- 5.12 Subject to the provisions of the Gas Code relating to meter inaccuracies, in the event of the meter index not recording the volume of gas that has been used by the customer, BGTL may make such assessments as can be shown to be reasonable having regard to the actual usage of gas before and (if appropriate) after the period of estimated use.

6. SECURITY

- 6.1 BGTL may at any time require reasonable security from a customer for the payment of gas charges. Such security may be in the form of a deposit (a "security deposit").

- 6.2 BGTL will not require a security deposit from a domestic customer:

(a) who takes, or is prepared to take, a supply of gas through a prepayment meter, unless it is reasonable to do so as a result of the conduct of that customer, or

(b) which would exceed:

- (i) the charges payable in respect of the highest aggregate consumption of gas by the customer reasonably expected to occur in any period of six months during the 12 months following the date on which the security deposit is requested; or
- (ii) such other amount as may be specified in the conditions of the Licence from time to time.

- 6.3 Where BGTL holds a security deposit from a domestic customer for more than one month, it will bear simple interest at the rate which is from time to time 1% less than the base rate of Barclays Bank PLC (or such other base rate as may be designated by the Director). BGTL will pay the accrued interest to the customer when the security deposit is returned to the customer. If the security deposit is required to be set off against unpaid gas charges, the interest will also be set off in so far as the security deposit does not satisfy the debt owing to BGTL.

- 6.4 Except where it is reasonable as a result of the conduct of the domestic customer for a security deposit to be retained, BGTL will repay a security deposit obtained from such a customer, within two months of the expiry of any period of 12 months during which either:

(a) all demands made in writing for payments due in respect of gas charges have been complied with by the customer within 28 days after the making of the demand; or

(b) no demands of the type referred to in (a) have been made by reason of the customer complying with other obligations under a Deemed Contract relating to the making of payments for gas charges.

- 6.5 Subject only to Paragraph 6.6, BGTL shall otherwise repay a security deposit to a customer net of any due and unpaid gas charges:

(a) within a reasonable period of BGTL ceasing to supply gas to that customer; or

(b) in the case of a non-domestic customer, when it is satisfied that there is no longer any reasonable need to retain it.

- 6.6 If BGTL:

(a) with the agreement of another gas supplier (the "transferee"), assigns to that other supplier its rights and liabilities under the Deemed Contracts with particular customers (the "transferred customers"); and

(b) ceases to supply gas to the transferred customers by reason of the assignment.

BGTL may elect that Paragraph 6.5 will not have effect in relation to any or all security deposits held by it from such customers, in which case BGTL may pass such security deposits to the transferee, together with the interest thereon calculated as provided in Paragraph 6.4.

7. METERS

- 7.1 The customer shall at all times exercise reasonable care to keep free from damage any meter installed on the Supply Premises. The customer shall reimburse BGTL any costs incurred by it as the meter provider or which it has to pay to a public gas transporter or meter provider in respect of replacing or repairing a meter which is damaged as a result of any act or omission on the part of the customer.

- 7.2 A customer may make arrangements for:

(a) a supply of gas to be taken at Supply Premises through a meter that belongs to that customer or is lent or hired to that customer otherwise than by BGTL or by the Relevant Transporter; or

(b) the meter to be read by a person other than someone arranged by BGTL.

PROVIDED THAT, where the meter arrangements are such as are described in paragraphs (a) or (b), BGTL may (subject to Standard Condition 8(2)) elect not to continue to supply gas to that customer except on terms that the meter or the arrangements in question are acceptable to BGTL.

- 7.3 Without limiting the generality of Paragraph 7.2, where:

(a) BGTL requires the supply of gas to be taken through a prepayment meter and either:

(i) the meter is not one of that type; or

(ii) it is a meter of that type, but the calibration or arrangements for dealing with prepayments are, or become, unacceptable to BGTL; or

(b) the meter does not offer the facilities requisite for the purposes of the Deemed Contract or having regard to the Terms and Conditions,

BGTL may refuse to accept such meter and either elect not to continue to supply gas or require, as a condition of the continuation of such supply, that the meter, the calibration thereof or the arrangements for dealing with prepayment (as the case may be) are rendered acceptable to BGTL.

7.4 Where customers use a token meter, it is their responsibility to ensure that sufficient units are purchased and, in the case of customers who use an electronic token meter, they shall take all reasonable steps to retain and look after the plastic card or other device keeping it clean, safe and free from damage.

7.5 BGTL reserves the right to make a charge upon the customer to recover any costs incurred by it or the public gas transporter in responding to a request for attendance where the problem which gave rise to such a request results from the failure of the customer to observe the obligations contemplated by Paragraph 7.1 or 7.4.

7.6 For the purposes of Paragraph 7.7, "Approved Person" means:

(a) a person approved by the Director as possessing expertise satisfactorily to connect a meter and so ensure that the gas supplied through it is duly registered (the "requisite expertise") or a person of a class or description of persons so approved;

(b) an undertaking approved by the Director as having staff possessing the requisite expertise; or

(c) without prejudice to the foregoing, until the expiry of the period of 9 months beginning with the Appointed Day, an officer of the Relevant Transporter possessing the requisite expertise or the Relevant Transporter,

and, for the purposes of the above definition, "approved by the Director" means approved by the Director for the purposes of Standard Condition 22 generally and "staff" includes officers, servants and agents.

7.7 Where:

(a) in pursuance of arrangements made by the customer, any meter is connected with the service pipe through which gas is conveyed to that customer's premises;

(b) the person making the connection referred to in (a) is not an Approved Person; and

(c) BGTL subsequently arranges for an Approved Person to inspect the connection,

the customer shall reimburse BGTL for any costs or charges incurred or to be paid by it in connection with the inspection referred to in (c) including, without limitation, any appropriate remedial work carried out where the connection is found by the Approved Person to be unsatisfactory.

7.8 Subject to Paragraph 7.9, where a Deemed Contract is terminated by either party, BGTL may:

(a) recover any meter owned or leased by it; and

(b) authorise any of its officers, servants or agents to enter the Supply Premises for the purpose of removing any such meter.

7.9 BGTL shall not exercise its rights of entry and recovery under Paragraph 7.8 if another supplier undertakes, prior to the date of termination of the Deemed Contract, to make an arrangement with BGTL to purchase or otherwise acquire that meter, and for the meter to remain

in place, on terms that BGTL receives such compensation (if any) as may be appropriate having regard to the value of the meter.

8. GAS LEGISLATION AND LICENCE OBLIGATIONS

8.1 No provision of these Terms and Conditions or of any Deemed Contract is intended to confer any right or impose any obligation which is incompatible with the rights and obligations of BGTL under either the Gas Act 1986 or its Licence and these Terms and Conditions are to be interpreted and construed accordingly.

8.2 Notwithstanding Paragraph 8.1, nothing in any Deemed Contract shall be regarded as an agreement by BGTL with the customer to comply with its obligations under either the Gas Act 1986 or its Licence.

8.3 The exercise by BGTL or the customer of any of their respective rights, or the performance of any of their respective obligations under the Gas Act 1986 or the Licence, will not constitute a breach of any term or condition of a Deemed Contract.

9. RELIEF FROM SUPPLY OBLIGATIONS

9.1 Without prejudice to the provisions of Paragraphs 9.2 and 9.3, BGTL shall not be liable for any breach of contract caused by, and shall be relieved from its obligation to make gas available in consequence of, any Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government, highway authority or other competent authority, industrial disputes of any kind (whether or not involving BGTL employees), fire, lightning, explosion, flood, subsidence, exceptionally severe weather, acts or omissions of persons or bodies for whom BGTL is not responsible (including, without limitation, acts or omissions of the Relevant Transporter or another gas supplier) or any other cause whether similar or dissimilar outside the control of BGTL.

9.2 If and so long as circumstances such as are mentioned in Paragraph 9.3 continue, BGTL shall not be required to supply gas nor shall it be liable for any failure to supply gas to any Supply Premises.

9.3 The circumstances referred to in Paragraph 9.2 are:

(a) that the Supply Premises in question are disconnected by the Relevant Transporter, or the supply of gas thereto is cut off under any provision of the Gas Code;

(b) those beyond the control of BGTL which prevent it from complying with the requirement in question but this shall not relieve BGTL from the obligation to take all requisite steps, so far as is reasonably practicable, to secure the necessary supplies of gas and their conveyance to the premises of domestic customers;

(c) those in which compliance with the requirement in question would, or might, involve danger to the public and BGTL has taken all such steps as it was reasonable to take both to prevent the circumstances from occurring and to prevent them from having that effect; and

(d) those provided for in the Gas Act 1986 otherwise entitling the Relevant Transporter to no longer maintain the connection of any premises to one of its relevant mains.

9.4 In the case of a non-domestic customer, BGTL may terminate the Deemed Contract:

- (a) forthwith on written notice if the other party is wound up either voluntarily or compulsorily (save for the purposes of a reconstruction or amalgamation); or if any administrator or administrative receiver or receiver shall be appointed in respect of the whole or any part of the other party's assets, or if it shall make or offer to make any arrangements or composition for the benefit of creditors generally; or if the other party (being an individual) becomes bankrupt or insolvent; or
- (b) on seven days' written notice if the other party is in material breach of the Terms and Conditions during which time the party in breach may remedy such breach at no cost to the party which has served the notice but in default thereof the Deemed Contract shall terminate at the end of the period of notice.
- 9.5 Notwithstanding Paragraph 9.4(b) above, BGTL may terminate the Deemed Contract with a non-domestic customer forthwith on notice, in circumstances where BGTL, as a licensed gas supplier, would be entitled to cut off the supply of gas to the customer under the Gas Act 1986.
- 9.6 For the purposes of Paragraph 9.7 "Pipe-line System Emergency" means circumstances which are such that, in the opinion of the Relevant Transporter (which opinion is not manifestly unreasonable):
- (a) the safety of its pipeline system is significantly at risk;
- (b) the safe conveyance of gas by that system is significantly at risk; or
- (c) gas conveyed by that system is at such a pressure, or of such a quality, as to constitute, when supplied to premises, a danger to life or property.
- 9.7 In the event and for the duration of a Pipe-line System Emergency:
- (a) BGTL is entitled, at the request of the Relevant Transporter or the Relevant Shipper, to discontinue the supply of gas to the Supply Premises of any non-domestic customer; and
- (b) each non-domestic customer shall use its best endeavours to refrain from using gas immediately upon being told by BGTL or the Relevant Transporter that it should do so.
- 9.8 Where BGTL is given a direction, under section 2(1)(b) of the Energy Act 1976, prohibiting or restricting the supply of gas to specified persons, then, for so long as the direction is in force and in so far as is necessary or expedient for the purposes of, or in connection with, the direction:
- (a) BGTL is entitled to discontinue or restrict the supply of gas to any customer; and
- (b) each customer shall refrain from using, or restrict its use, of gas, on being told by BGTL that it should do so.
10. LIMITATION OF LIABILITY
- 10.1 The exclusions in Paragraph 10.2 and 10.3 do not:
- (a) affect the statutory rights of a customer, who uses gas other than in the course of a business; or
- (b) exclude or restrict any liability of BGTL for death or personal injury resulting from the negligent acts or omissions of BGTL, its servants or agents.
- 10.2 Without prejudice to the provisions of Paragraph 9, any Liability on the part of BGTL shall be excluded to the extent that it is or results from:
- (a) Economic Loss; or
- (b) any loss or damage of any nature suffered by any customer or any other person which, due to the existence of special circumstances not within the actual knowledge of BGTL as at the Appointed Day, is of a type, or magnitude, not within the reasonable contemplation of BGTL, as at the Appointed Day, as a risk to be borne by it in connection with the supply of gas under a Deemed Contract.
- 10.3 Where, in respect of any Liability or Claim arising out of or from the same incident or series of related incidents, BGTL is entitled to recover an amount (the "indemnified amount") from any Relevant Transporter, then to the extent that such Liability on the part of BGTL is not excluded by the provisions of Paragraph 10.2, it shall be limited to the payment of a sum not exceeding the indemnified amount (or, where there is more than one Claim to which the indemnified amount relates, each a "Related Claim", the proportionate share of the indemnified amount which such Claim bears to the total amount of the Related Claims); PROVIDED THAT the foregoing limitation shall not operate to restrict or exclude Liability on the part of BGTL which arises from its own negligence.
- 10.4 There shall be set off, from any sum payable by BGTL in respect of any Liability, such compensation as is paid or payable separately by BGTL under a standards of service package whether under its Licence or otherwise.
- 10.5 Each provision of this Paragraph 10 is to be construed as a separate limitation applying and surviving if, for any reason, one or other of the said provisions is held inapplicable or unreasonable in any circumstances and shall remain in force notwithstanding the termination of any Deemed Contract of which they form part.
- 10.6 In this Paragraph 10, unless the context otherwise requires:
- "Claims" means any claim, suit, action, cause of action, demand on proceedings and includes without limitation claims for legal costs or indemnity;
- "Economic Loss" means any loss of the following kinds, whether direct or indirect or consequential and whether or not foreseeable:
- (a) loss of profit, revenue, future production, or anticipated savings or increased cost of working;
- (b) loss of market, business, goodwill or contracts; or
- (c) the payment or repayment of any amounts (or any acceleration thereof) to third parties where such payment or repayment arises from or in the course of any trade or business carried on by the customer; and
- "Liability" means a liability or Claim of any nature, for or in respect of any loss, which arises (whether under these Terms and Conditions or under the law of negligence or in any other way) directly or indirectly out of or in connection with any supply or purported supply of gas or any failure to supply gas.
11. MISCELLANEOUS
- 11.1 Where, notwithstanding the operation of Paragraph 8.1, any provision of these Terms and Conditions is held to

be illegal or unenforceable, in whole or in part, under any enactment (including, without limitation, the Gas Act 1986), rule of law or condition of the Licence, such provision or part thereof shall to that extent be deemed not to form part of these Terms and Conditions, but the enforceability of the remainder of these Terms and Conditions shall not be affected.

- 11.2 Any delay on the part of BGTL in enforcing any of the Terms and Conditions or any right or remedy in respect of this Scheme shall not be deemed to be a waiver by BGTL of any right or remedy whatsoever.
- 11.3 Termination of a Deemed Contract shall not affect any accrued rights and obligations of BGTL and the customer arising prior to, or which are expressly provided to take effect after, such termination.
- 11.4 The contents and effect of this Scheme and the contracts made thereunder shall be governed by the Laws of England and Wales, unless the supply address is in Scotland, in which case they shall be governed by the Laws of Scotland. The Courts of England and Wales or, where the supply address was Scotland, the Courts of Scotland shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Scheme and this provision applies for the exclusive benefit of BGTL.

BGTL hereby submits and the customer is deemed to submit to the jurisdiction of the said respective Courts for the purposes of the contract deemed to have been made by virtue of this Scheme. Accordingly any suit action or proceeding arising out of or in connection with this Scheme (in this paragraph referred to as "Proceedings") may be brought in such courts.

Nothing in this paragraph shall limit the right of BGTL to take Proceedings against a customer in any other Court of competent jurisdiction, nor shall the taking of Proceedings by BGTL in one or more jurisdictions preclude the taking of Proceedings by it in any other jurisdiction, whether concurrently or not.

12. NOTICES AND REQUESTS

- 12.1 Any notice or other document required to be given to BGTL under these Terms and Conditions must be delivered by hand or sent by fax or prepaid post to BGTL, at the registered office of BGTL or at the address shown on the customer's latest bill.
- 12.2 Any notice or other document required to be given by BGTL under these Terms and Conditions may be delivered to the customer personally or be left at, or sent by pre-paid post or fax, to the address of the Supply Premises, or such other address as is shown on the relevant customer's bill (the "Billing Address"). Such notice shall be deemed to have been served:
- (a) if delivered, at the time the notice is handed to the customer or delivered to, or left at, the Billing Address;
- (b) if posted to the Billing Address, 48 hours after posting; or
- (c) if sent by fax to such number as is supplied to BGTL by the customer, 12 hours after transmission by fax.
- 12.3 A customer shall not dispute service of a notice to the Billing Address on the basis that the person whose name appears on the notice is not the customer, unless such customer has previously notified BGTL of such error and BGTL has failed within a reasonable time to correct such error in its records.

- 12.4 If a customer wishes to be supplied with a copy of this Scheme or any document which is expressed in this Scheme to be available on request, such copy or document may be obtained on written application to:

British Gas Trading Limited
 Granton House, 4 Marine Drive, Edinburgh EH5 1YB
 Bridge Street, Leeds LS2 7PE
 Gould Street, Manchester M4 4DJ
 4 Wharf Lane, Solihull, West Midlands B91 2JP
 Albert Road, New Barnet, Herts EN4 9SP
 Belmont House, Churchill Way, Cardiff CF1 4NB
 Ellis House, Katharine Street, Croydon CR9 1JU
 80 St Mary's Road, Southampton SO9 5AT.

PART III

Provisions relating to Propane Estate Customers

13. APPLICATION OF PART I OF THE SCHEME TO PROPANE ESTATE CUSTOMERS
- 13.1 The whole of Part I applies to Propane Estate Customers except Paragraph 2.2(d) and (e) and 2.5 and the following shall be substituted for Paragraph 2.6:
- "BGTL may, after 1st July 1998, terminate the Deemed Contracts with its Propane Estate Customers, provided that it gives at least 30 days' notice to all such customers specifying:
- (a) the date upon which the Deemed Contracts will terminate; and
- (b) that after such termination each such customer may continue to obtain a supply of propane from BGTL under a new contract on terms no less favourable than other BGTL written agreements for the supply of propane, through pipes, then generally available."
- 13.2 BGTL will not have any obligation to continue to supply gas to a Propane Estate Customer who declines to enter into such written agreement as is mentioned in Paragraph 13.1(b).
14. APPLICATION OF PART II OF THE SCHEME TO PROPANE ESTATE CUSTOMERS
- 14.1 The terms and conditions of Part II apply to Propane Estate Customers with the following modifications and omissions.
- 14.2 All references to a Relevant Transporter and all references to a meter provider shall be read as if they were references to BGTL. Where BGTL is mentioned in the text as an alternative to a Relevant Transporter or a meter provider, the duplication in references to BGTL resulting from the foregoing shall be ignored.
- 14.3 Those Paragraphs or parts thereof which refer to a prepayment meter, token meter or an electronic token meter shall not apply.
- 14.4 Paragraphs 4.6, 4.7 and 10.3 shall not apply.
- 14.5 Paragraph 5.1 shall not apply. Propane supplied will be charged for according to the number of kilowatt hours supplied based on a calorific value of 92.9 megajoules per cubic meter.
15. APPLICATION OF THE GAS CODE TO PROPANE ESTATE CUSTOMERS.
- 15.1 In substitution for the Gas Code, the provisions of the Appendix to this Scheme shall apply.

16. ENTRY TO AVERT DANGER TO LIFE OR PROPERTY TO PROPANE ESTATE CUSTOMERS.
- 16.1 BGTL, and any person authorised by BGTL to act on its behalf, shall have the power to enter into any premises of a Propane Estate Customer at any time, where in the opinion of BGTL or a person authorised to act on its behalf, it is necessary to do so for the purpose of averting danger to life and property and may:
- (a) disconnect and seal off any gas fitting or any part of the gas supply on the premises;
- (b) cut off the supply of gas to the premises; and/or
- (c) take any further action consistent with safety to persons or property.
- 16.2 Where entry is made to any premises pursuant to the powers in Paragraph 16.1 the officer shall cause as little damage as possible and ensure that the premises are left no less secure by reason of the entry.
- 16.3 Any officer of BGTL or a person authorised by BGTL to act on its behalf in accordance with Paragraph 16.1 shall carry a duly authenticated document showing that person's authority and produce it to anybody who reasonably requests to see it.

PART IV

Schedules of Charges as at the Appointed Day

BRITISH GAS TRADING LTD

SCHEDULE OF GAS CHARGES

Gas Supplies not exceeding 73,200 kWh/annum

1. These charges and methods of payment have been fixed by British Gas Trading Ltd ("the Company") pursuant to the British Gas (Former Tariff Customers) Scheme. The terms and conditions of the deemed contracts for the time being in force between customers and the Company under the Scheme apply to all gas supplied on or after 1st March 1996. The charges relate to all areas of supply of the Company and together with the Schedule of Charges for Piped Propane, and the Schedule of Charges for Gas Supplies above 73,200 kWh per annum, replace without change, all previous tariffs of British Gas plc from that date.

Charge type	Standing Charge <i>p per day</i>	Natural Gas <i>p per kWh</i>	Manufactured Gas <i>p per kWh</i>
Direct Pay	9.02	1.433	1.518
Option Pay*	10.39	1.520	1.609
Standard Credit	10.39	1.520	1.609
Prepayment	4.01	2.173/1.611**	2.213/1.647**

*Less reduction of £2.00 per bill

**See section 2.4 for Prepayment

- 1.2 Standing Charges are payable whether or not any gas is consumed by or is made available to the customer in any period.
- 1.3 The Company may offer to enter into a new contract at different prices with a customer taking a supply of gas at any premises which is reasonably expected to exceed 73,200 kWh in any period of twelve months. Details of these contract terms and conditions are available from any of the Company's offices, or from freephone 0800-111 000.
- 1.4 For the purposes of this Schedule of Charges:

(a) the charges for Natural Gas will also apply to customers who use Piped Propane in the areas of supply of Llanfyllin, Llanwrtyd Wells and Colden; and

(b) Manufactured Gas is only available in the Stornoway area of Supply.

- 1.5 These charges and payment methods are subject to change or withdrawal by the Company at any time.

The Company will publish any changes or withdrawal in such manner as will secure adequate publicity for them.

- 1.6 References to the Regular Payment Scheme in this Schedule of Charges relates to the terms and conditions as set out in the Appendix to this Schedule.

- 1.7 All prices are exclusive of VAT which will be charged at the prevailing rate.

CHARGES AND METHODS OF PAYMENT

2. The charges relate to gas supplies to a customer at one premises in any period of twelve months.

2.1 DIRECTPAY

- 2.1.1 DirectPay is available and will be applied to customers who pay for all gas supplied by the Company in accordance with the terms of the Regular Payment Scheme in effect from time to time, and who pay by monthly direct debit.

The following conditions apply:

- 2.1.2 Customers on DirectPay can, at any time, elect to be supplied at the Standard Credit charges, from after their next meter reading.

- 2.1.3 For new monthly direct debit customers, DirectPay will apply from the first meter reading after acceptance on to the Regular Payment Scheme.

- 2.1.4 In order to qualify for DirectPay a customer must:

(a) agree to pay for all gas supplied by the Company by monthly direct debit, in accordance with the Regular Payment Scheme; and

(b) not, except in exceptional circumstances, have an overdue account for the supply of gas remaining unpaid.

- 2.1.5 DirectPay shall cease to apply, and Standard Credit shall apply, from after the next meter reading subsequent to the occurrence of any of the following where applicable:

(a) cancellation by the customer of participation in the Regular Payment Scheme;

(b) removal of the customer from the Regular Payment Scheme due to failure to make the agreed payments; or

(c) failure to accept any reasonable request to make increased direct debit payments at review.

- 2.1.6 Application of DirectPay will not affect or change any bills already rendered to the customer before acceptance on to DirectPay.

2.2 OPTIONPAY

Standard Credit less the sum of £2 per bill from the total cost of Gas supplied.

- 2.2.1 OptionPay is available and will be applied to customers who pay for all gas supplied by the Company:

- (a) by monthly standing order, in accordance with the Regular Payment Scheme;
- (b) by quarterly direct debit; or
- (c) in respect of quarterly bills, by cash, cheques, or gas savings stamps in accordance with the conditions set out below.
- 2.2.2 Existing quarterly billed customers who pay their last bill in full within 10 days from the date of that bill, will be charged under OptionPay on the next bill, for gas supplied to the same premises.
- 2.2.3 Customers who join the Regular Payment Scheme, and pay by monthly standing order, will be charged under OptionPay from the first bill or statement on or after the date of joining the Scheme.
- 2.2.4 Customers who authorise payment by quarterly direct debit will be charged under OptionPay from the first bill on or after the date of such authorisation.
- 2.2.5 In order to qualify as a standing order customer under OptionPay, the customer must:
- (a) agree to pay for all gas supplied by the Company by monthly standing order, in accordance with the Regular Payment Scheme; and
- (b) not, except in exceptional circumstances, have an overdue account for the supply of gas remaining unpaid.
- 2.2.6 Quarterly billed customers will receive OptionPay from the first bill which follows a bill relating to the supply of gas to the same premises which the customer has paid in full within 10 days of its date.
- 2.2.7 OptionPay shall cease to apply, and Standard Credit shall apply, after the bills subsequent to the occurrence of any of the following, where applicable:
- (a) cancellation, by a customer, of participation in the Regular Payment Scheme by monthly standing order arrangement;
- (b) removal of the customer from the Regular Payment Scheme due to failure to make the agreed payments;
- (c) cancellation by the Company of a quarterly direct debit arrangement following the rejection by the customer's bank of any amount claimed by the Company under the direct debit mandate;
- (d) cancellation by a customer of the quarterly direct debit arrangement; or
- (e) failure by the customer to accept and action any request to make reasonable increases to standing order payments at the account review stage.
- 2.2.8 In the case of quarterly billed customers paying by cash, cheques or gas savings stamps, OptionPay shall cease to apply and Standing Credit shall apply to the bill or statement subsequent to the failure to pay the previous quarterly bill for the supply of gas in full within 10 days of its date, or failure to pay any other amount outstanding for the supply of gas by the Company to the premises.
- 2.2.9 OptionPay shall not apply to:
- (a) customers who qualify for Direct Pay;
- (b) customers who are billed monthly;
- (c) customers who use voucher book or magnetic card when paying;
- (d) customers whose bills are paid by arrangement with the DSS; or
- (e) customers on Prepayment.
- 2.2.10 In the case of a customer who is eligible for OptionPay, in accordance with the above, OptionPay will be applied to a final bill delivered by the Company as a result of the customer:
- (a) ceasing to occupy the premises to which the bill relates; or
- (b) ceasing to take a supply of gas from the Company at the premises to which the bill relates.
- 2.2.11 For the purposes of administration of the OptionPay, the Company may, on a reasonable basis, determine the date on which certain payments by quarterly billed customers are deemed to have been made – provided that such date shall not be later than the actual date of receipt of payment by the Company.
- 2.3 STANDARD CREDIT
- Gas supplied will be charged under Standard Credit insofar as it is not charged under DirectPay, OptionPay or Prepayment.
- 2.4 PREPAYMENT
- 2.4.1 Prepayment is not only applicable where gas is supplied through a prepayment meter in a private residence, not subdivided into separate occupied parts and not used as a lodging house, and for the purposes of that residence only. Prepayment meters currently include coin-operated meters, mechanical token meters and electronic token meters.
- 2.4.2 Where gas is supplied through a prepayment meter there are two price bands applied in each quarter (91 days).
- The first 1,143 kWh is charged at 2.173p (Natural Gas) or 2.213p (Manufactured Gas).
- Further kWh are then charged at 1.611p (Natural Gas) or 1.647p (Manufactured Gas).
- In the event of the period between accounts being greater or less than 91 days, then the application of the price bands will be adjusted on a pro-rata basis. For this purpose the 1,143 kWh of the first band will be taken as equivalent to 12.52 kWh per day.
- Accordingly the first band of 2.173p for Natural Gas (or 2.213p for Manufactured Gas) will be applied to the number of days covered by the account multiplied by 12.52.
- Any further quantity of gas used which is in excess of this figure will be charged at the lower rate of 1.611p for Natural Gas and 1.647p for Manufactured Gas.
- 2.4.3 Prepayment is not available in the areas of supply of Llanfyllin, Llanwrtyd Wells and Colden where the gas supplied is piped propane.
- BRITISH GAS TRADING LTD
SCHEDULE OF GAS CHARGES
- Gas Supplies above 73,200 kWh per annum
1. These charges and methods of payment have been fixed by British Gas Trading Ltd ("the Company") pursuant to the British Gas (Former Tariff Customers) Scheme. The terms and conditions of the Deemed Contracts for

the time being in force between customers and the Company under the Scheme apply to all gas supplied on or after 1st March 1996. The charges relate to all areas of supply of the Company and together with the Schedule of Charges for Piped Propane, and the Schedule of Charges for Gas Supplies up to 73,200 kWh per annum, replace, without increase, all previous tariffs of British Gas plc from that date.

Charge type	kWh per billing year	Standing Charge p per day	Natural Gas p per kWh	Manufactured Gas p per day
Direct Pay				
0 - 73,200		9.02	1.433	1.518
73,201 - 146,536		9.02	1.420	1.504
146,537 - 293,071		9.02	1.380	1.458
293,072 and further kWh		9.02	1.340	1.413
Option Pay*				
0 - 73,200		10.39	1.520	1.609
73,201 - 146,536		10.39	1.420	1.504
146,537 - 293,071		10.39	1.380	1.458
293,072 and further kWh		10.39	1.340	1.413
Standard Credit				
0 - 73,200		10.39	1.520	1.609
73,201 - 146,536		10.39	1.420	1.504
146,537 - 293,071		10.39	1.380	1.458
293,072 and further kWh		10.39	1.340	1.413

*Less £2.00 per bill

- 1.2 Standing Charges are payable whether or not any gas is consumed by or is made available to the customer in any period.
- 1.3 The Company may offer to enter into a formal agreement at different charges with a customer taking a supply of gas at any premises which is reasonably expected to exceed 73,200 kWh in any period of twelve months. Details of formal contract terms and conditions are available from any of the Company's offices, or from freephone 0800-111 000.
- 1.4 For the purposes of this Schedule of Charges:
- (a) the first-tier charges for Natural Gas will also apply at all consumption levels in the areas of supply for Llanfyllin, Llanwrtyd Wells and Colden, where the gas supplied is Piped Propane; and
- (b) Manufactured Gas is only available in the Stornoway area of Supply.
- 1.5 These charges and payment methods are subject to change or withdrawal by the Company at any time.
- The Company will publish any changes or withdrawal in such manner as will secure adequate publicity for them.
- 1.6 References to the Regular Payment Scheme in this Schedule of Charges relate to the terms and conditions set out in the Appendix to this Schedule.
- 1.7 All prices are exclusive of VAT which will be charged at the prevailing rate.

CHARGES AND METHODS OF PAYMENT

2. The charges relate to gas supplies to a customer at one premises in any period of twelve months.

2.1 DIRECTPAY

- 2.1.1 DirectPay is available and will be applied to customers who pay for all gas supplied by the Company in accordance with the terms of the Regular Payment Scheme in effect from time to time, and who pay by monthly direct debit.

The following conditions apply:

- 2.1.2 Customers on DirectPay can, at any time, elect to be supplied at the Standard Credit charges, from after their next meter reading.
- 2.1.3 For new monthly direct debit customers, DirectPay will apply from the first meter reading after acceptance on to the Regular Payment Scheme.
- 2.1.4 In order to qualify for DirectPay a customer must:

(a) agree to pay for all gas supplied by the Company by monthly direct debit, in accordance with the Regular Payment Scheme or, in the case of monthly billed customers, for each account to be paid by Direct Debit; and

(b) not, except in exceptional circumstances, have an overdue account for the supply of gas remaining unpaid.

- 2.1.5 DirectPay shall cease to apply, and Standard Credit shall apply, from after the next meter reading subsequent to the occurrence of any of the following where applicable:

(a) cancellation by the customer of participation in the Regular Payment Scheme;

(b) removal of the customer from the Regular Payment Scheme due to failure to make the agreed payments; or

(c) failure to accept any reasonable request to make increased direct debit payments at review;

(d) in the case of Monthly Billed Customers:

(i) cancellation by the customer of the monthly variable direct debit arrangement; or

(ii) the giving of written notice by the Company to the customer that any charges due to the Company in respect of the supply of gas remaining unpaid for more than 28 days.

- 2.1.6 Application of DirectPay will not affect or change any bills already rendered to the customer before acceptance on to DirectPay.

2.2 OPTIONPAY

Standard Credit less the sum of £2 per bill from the total cost of Gas supplied.

- 2.2.1 OptionPay is available and will be applied to customers who pay for all gas supplied by the Company:

(a) by monthly standing order, in accordance with the Regular Payment Scheme;

(b) by quarterly direct debit; or

(c) in respect of quarterly bills, by cash, cheques or gas savings stamps, in accordance with the conditions set out below.

- 2.2.2 Existing quarterly billed customers, who pay their last bill in full within 10 days from the date of that bill, will

be charged under OptionPay on the next bill for gas supplied to the same premises.

2.2.3 Customers who join the Regular Payment Scheme, and pay by monthly standing order, will be charged under OptionPay from the first bill or statement on or after the date of joining the Scheme.

2.2.4 Customers who authorise payment by quarterly direct debit will be charged under OptionPay from the first bill on or after the date of such authorisation.

2.2.5 In order to qualify as a standing order customer under OptionPay, the customer must:

(a) agree to pay for all gas supplied by the Company by monthly standing order, in accordance with the Regular Payment Scheme; and

(b) not, except in exceptional circumstances, have an overdue account for the supply of gas remaining unpaid.

2.2.6 Quarterly billed customers will receive OptionPay from the first bill which follows a bill relating to the supply of piped propane to the same premises which the customer has paid in full within 10 days of its date.

2.2.7 OptionPay shall cease to apply, and Standard Credit shall apply, after the bills subsequent to the occurrence of any of the following, where applicable:

(a) cancellation, by a customer, of participation in the Regular Payment Scheme by monthly standing order arrangement;

(b) removal of the customer from the Regular Payment Scheme due to failure to make the agreed payments;

(c) cancellation by the Company of a quarterly direct debit arrangement following the rejection by the customer's bank of any amount claimed by the Company under the direct debit mandate;

(d) cancellation by a customer of the quarterly direct debit arrangement; or

(e) failure by the customer to accept and action any request to make reasonable increases to standing order payments at the account review stage.

2.2.8 In the case of quarterly billed customers paying by cash, cheques or gas savings stamps, OptionPay shall cease to apply and Standard Credit shall apply to the bill or statement subsequent to the failure to pay the previous quarterly bill for the supply of gas in full within 10 days of its date, or failure to pay any other amount outstanding for the supply of gas by the Company to the premises.

2.2.9 OptionPay shall not apply to:

(a) customers who qualify for DirectPay;

(b) customers who are billed monthly; or

(c) customers who use a magnetic card when paying.

2.2.10 In the case of a customer who is eligible for OptionPay, in accordance with the above, the OptionPay will be applied to a final bill delivered by the Company as a result of the customer:

(a) ceasing to occupy the premises to which the bill relates; or

(b) ceasing to take a supply of gas from the Company at the premises to which the bill relates.

2.2.11 For the purposes of administration of the OptionPay, the Company may, on a reasonable basis, determine the date on which certain payments by quarterly billed customers are deemed to have been made – provided that such date shall not be later than the actual date of receipt of payment by the Company.

2.3 STANDARD CREDIT

Gas supplied will be charged under Standard Credit insofar as it is not charged under DirectPay or OptionPay.

BRITISH GAS TRADING LTD

SCHEDULE OF GAS CHARGES

Piped Propane Supplies up to 732,678 kWh per annum

1. These charges and methods of payment have been fixed by British Gas Trading Ltd ("the Company") pursuant to the British Gas (Former Tariff Customers) Scheme. The terms and conditions of the Deemed Contracts for the time being in force between customers and the Company under the Scheme apply to all Piped Propane supplied on or after 1st March 1996. The charges relate to all areas in which the Company supplies Piped Propane (except as stated in 1.4 below) and together with the Schedule of Charges for gas supplies up to 73,200 kWh per annum, and the Schedule of Charges for supplies above 73,200 kWh per annum, replace, without increase all previous tariffs of British Gas plc from that date.

Charge type	Standing Charge p per day	Piped Propane p per kWh
DirectPay	9.02	2.364
OptionPay*	10.39	2.507
Standard Credit	10.39	2.507

* Less £2.00 per bill

1.2 Standing Charges are payable whether or not any gas is consumed by or is made available to the customer in any period.

1.3 These charges do not apply in the areas of supply of Llanfyllin, Llanwrtyd Wells and Colden, where separate charges apply.

1.4 These charges and payment methods are subject to change or withdrawal by the Company at any time. The Company will publish any changes or withdrawal in such manner as will secure adequate publicity for them.

1.5 References to the Regular Payment Scheme in this Schedule of Charges relates to the terms and conditions as set out in the Appendix to this Schedule.

1.6 All prices are exclusive of VAT which will be charged at the prevailing rate.

CHARGES AND METHODS OF PAYMENT

2. The charges relate to piped propane supplies to a customer at one premises in any period of twelve months.

2.1 DIRECTPAY

2.1.1 DirectPay is available and will be applied to customers who pay for all piped propane supplied by the Company in accordance with the terms of the Regular Payment

Scheme in effect from time to time, and who pay by monthly direct debit.

The following conditions apply:

2.1.2 Customers on DirectPay can, at any time, elect to be supplied at the Standard Credit charges, from after their next meter reading.

2.1.3 For new monthly direct debit customers, DirectPay will apply for the first meter reading after acceptance on to the Regular Payment Scheme.

2.1.4 In order to qualify for DirectPay a customer must:

(a) agree to pay for all piped propane supplied by the Company by monthly direct debit, in accordance with the Regular Payment Scheme; and

(b) not, except in exceptional circumstances, have an overdue account for the supply of piped propane remaining unpaid.

2.1.5 DirectPay shall cease to apply, and Standard Credit shall apply, from after the next meter reading subsequent to the occurrence of any of the following where applicable;

(a) cancellation by the customer of participation in the Regular Payment Scheme;

(b) removal of the customer from the Regular Payment Scheme due to failure to make the agreed payments; or

(c) failure to accept any reasonable request to make increased direct debit payments at review.

2.1.6 Application of DirectPay will not affect or change any bills already rendered to the customer before acceptance on to DirectPay.

2.2 OPTIONPAY

Standard Credit less the sum of £2 per bill from the total cost of Gas supplied.

2.2.1 OptionPay is available and will be applied to customers who pay for all piped propane supplied by the Company:

(a) by monthly standing order, in accordance with the Regular Payment Scheme;

(b) by quarterly direct debit; or

(c) in respect of quarterly bills, by cash, cheques or gas savings stamps, in accordance with the conditions set out below.

2.2.2 Existing quarterly billed customers, who pay their last bill in full within 10 days from the date of that bill, will be charged under OptionPay on the next bill for gas supplied to the same premises.

2.2.3 Customers who join the Regular Payment Scheme, and pay by monthly standing order, will be charged under OptionPay from the first bill or statement on or after the date of joining the Scheme.

2.2.4 Customers who authorise payment by quarterly direct debit will be charged under OptionPay from the first bill on or after the date of such authorisation.

2.2.5 In order to qualify as a standing order customer under OptionPay, the customer must:

(a) agree to pay for all piped propane supplied by the Company by monthly standing order, in accordance with the Regular Payment Scheme; and

(b) not, except in exceptional circumstances, have an overdue account for the supply of piped propane remaining unpaid.

2.2.6 Quarterly billed customers will receive OptionPay from the first bill which follows a bill relating to the supply of piped propane to the same premises which the customer has paid in full within 10 days of its date.

2.2.7 OptionPay shall cease to apply, and Standard Credit shall apply, after the bills subsequent to the occurrence of any of the following, where applicable:

(a) cancellation, by a customer, of participation in the Regular Payment Scheme by monthly standing order arrangement;

(b) removal of the customer from the Regular Payment Scheme due to failure to make the agreed payments;

(c) cancellation by the Company of a quarterly direct debit arrangement following the rejection by the customer's bank of any amount claimed by the Company under the direct debit mandate;

(d) cancellation by a customer of the quarterly direct debit arrangement; or

(e) failure by the customer to accept and action any request to make reasonable increases to standing order payments at the account review stage.

2.2.8 In the case of quarterly billed customers paying by cash, cheques or gas savings stamps, OptionPay shall cease to apply and Standard Credit shall apply to the bill or statement subsequent to the failure to pay the previous quarterly bill for the supply of gas in full within 10 days of its date, or failure to pay any other amount outstanding for the supply of gas by the Company to the premises.

2.2.9 OptionPay shall not apply to:

(a) customers who qualify for OptionPay

(b) customers who are billed monthly

(c) customers who use voucher book or magnetic card when paying

(d) customers whose bills are paid by arrangement with the DSS, or

(e) customers on Prepayment.

2.2.10 In the case of a customer who is eligible for OptionPay, in accordance with the above, OptionPay will be applied to a final bill delivered by the Company as a result of the customer:

(a) ceasing to occupy the premises to which the bill relates, or

(b) ceasing to take a supply of gas from the Company at the premises to which the bill relates.

2.2.11 For the purposes of administration of the OptionPay, the Company may, on a reasonable basis, determine the date on which certain payments by quarterly billed customers are deemed to have been made – provided that such date shall not be later than the actual date of receipt of payment by the Company.

2.3 STANDARD CREDIT

Pipe propane supplied will be charged under Standard Credit insofar as it is not charged under DirectPay, OptionPay.

APPENDIX TO SCHEDULE OF CHARGES

REGULAR PAYMENT SCHEME

The following conditions apply and are to be read together with those set out in the Schedule of Charges

1. The Regular Payment Scheme is open to quarterly billed customers with a credit meter who wish to make regular equal weekly, fortnightly or monthly instalments. Customers should contact their usual office who will forward the necessary documents for completion and return.
2. (a) Customers who do not have an overdue account can join the Regular Payment Scheme and pay by Direct Debit or Standing Order.

(b) Customers who have overdue accounts, and customers not paying by Direct Debit or Standing Order, can join the Regular Payment Scheme and pay equal monthly, weekly or fortnightly instalments by cash, cheque or gas savings stamps. Payment is made at a Post Office using a plastic account identification card.

(c) The Company reserves the right to refuse to allow customers to join the Regular Payment Scheme:- e.g. where previous payment arrangements have failed.
3. The levels of payment will be based on a year's consumption (last year's or estimated according to appliances for new customers) and evaluated at prices current at the time of quotation.

Where customers joining the Regular Payment Scheme include a current unpaid bill, the payment level will be based on the current bill plus one year's consumption as above.
4. Quarterly statements showing payments made and the quarter's gas consumption and standing charges based on actual or estimated meter readings may be issued.
5. An interim review may be carried out 6 monthly to ensure the sufficiency of instalment amounts, which may result in an adjustment in the payment amount.
6. Accounts will be subject to yearly reconciliation of consumption and payments.
7. Provided all payments have been made and at the agreed rate, any debit balance at the yearly reconciliation will be carried forward for recovery in the next year's payments.
8. Refunds of credit will be made at the yearly reconciliation on customer request or automatically where the value is equal to 2 or more instalments.
9. Customers can leave the Regular Payment Scheme at any time they wish and any debit balance will become due and payable. Equally, any credit balance will be refunded to them.

Customers will be removed from the Regular Payment Scheme by the Company when the Payments are two or more instalments in arrears and, after written notice, they have not been brought up to date or an arrangement for their payment made with the Company.

Customers paying by Direct Debit or Standing Order can be removed from the Regular Payment Scheme by the Company when they do not agree (agreed and action in the case of Standing Order customer) any reasonable increase in monthly instalments notified to them by the Company.

Direct Debit and Standing Order Customers leaving the Scheme for any of the above reasons will revert to the Company Standard Credit Tariff from after the end of the quarter in which they leave the Regular Payment Scheme.

APPENDIX

(Relating to Paragraph 15)

Preliminary

1. In this Appendix, unless the context otherwise requires:

"connect", in relation to any premises, means connect to a main that is used for the conveyance of propane to customer's premises and "disconnect" and "reconnect" have corresponding meanings except that they also include discontinuing or, as the case may be, resuming the conveyance of propane to the premises;

CONSUMPTION OF PROPANE TO BE ASCERTAINED BY METER

2. (1) The customer shall take his supply through a meter:-
 - (a) the use of which does not contravene section 17 of the Gas Act 1986; and
 - (b) which is of a type appropriate for registering the quantity of propane supplied.
- (2) In default of the customer's doing so or agreeing to do so, BGTL may disconnect, cut off the supply of propane or, as the case may be, refuse to connect his premises.

METERS TO BE KEPT IN PROPER ORDER

3. (1) The customer shall at all times, at his own expense, keep a meter:-
 - (a) which belongs to him, or which is lent or hired to him and is owned otherwise than by BGTL; and
 - (b) by which the quantity of propane supplied is registered,

in proper order for correctly registering the quantity of propane.

- (2) In default of the customer doing so, BGTL may disconnect or cut off the supply of propane to his premises.
- (3) BGTL shall at all times, without charge to the customer, keep any meter which is owned by it and is lent or hired to the customer in proper order for correctly registering the quantity of propane supplied.
- (4) Sub-paragraph (3) above is without prejudice to any remedy BGTL may have against the customer for failure to take proper care of the meter.
- (5) BGTL:-

(a) shall have power to remove, inspect and re-install any meter by which the quantity of propane supplied is registered; and

(b) shall, while any such meter is removed, fix a substitute meter on the premises;

and, subject to sub-paragraph (6) below, the cost of removing, inspecting and re-installing a meter and of fixing a substitute meter shall be defrayed by BGTL.

- (6) Where such a meter is removed for the purpose of being examined by a meter examiner in accordance with section 17 of the Gas Act 1986, the expenses incurred in removing, examining and re-installing the meter and fixing a substitute meter shall be defrayed as follows -

(a) if the examination is carried out at the request of any person and the meter is found in proper order, by that person;

(b) if the meter is not so found, by the person required by sub-paragraph (1) or (3) above to keep the meter in proper order.

- (7) A meter is found in proper order for the purposes of sub-paragraph 3(6) above if it is found to register correctly or to register erroneously to a degree not exceeding the degree permitted by regulations under section 17 of the Gas Act 1986.

- (8) Nothing in this Paragraph shall apply in relation to any meter which, in pursuance of an agreement falling within section 17(14) of the Gas Act 1986, is used for ascertaining the quantity of propane supplied to a customer if either:

(a) the agreement was entered into before the appointed day; or

(b) BGTL has agreed that the meter should be kept in proper order by a person other than the customer.

METER AS EVIDENCE OF QUANTITY OF PROPANE SUPPLIED

4. (1) Subject to sub-paragraph (2) below, the register of the meter shall be prima facie evidence of the quantity of propane supplied.

- (2) Where the meter is found, when examined by a meter examiner appointed under section 17 of the Gas Act 1986, to register erroneously to a degree exceeding the degree permitted by regulations under that section, the meter shall be deemed to have registered erroneously to the degree so found since the relevant date, except in a case where it is proved to have begun to do so on some later date.

- (3) In sub-paragraph (2) above, "the relevant date" means:-

(a) the penultimate date on which, otherwise than in connection with the examination, the register of the meter was ascertained; or

(b) if regulations so provide, such other date as may be determined by or under the regulations.

INSTALLATION OF METERS IN NEW PREMISES ETC.

5. (1) This paragraph applies where a meter is to be used to register the quantity of propane supplied to a customer and:-

(a) a new or substituted pipe is to be laid between BGTL's main and the meter; or

(b) the meter is to be installed in a different position.

- (2) Subject to sub-paragraph (3) below, the meter shall be installed as near as practicable to BGTL'S Main, but within a building comprised in the premises.

- (3) The meter may be installed otherwise than within a building comprised in the premises if it is installed either:-

(a) in accommodation of a type and construction approved by BGTL by an approval given in relation to premises generally, or to any class or description of premises; or

(b) in a separate meter house or other accommodation outside a building comprised in the premises which is approved by BGTL in the case of those particular premises.

- (4) If the requirements of this Paragraph are not complied with, BGTL may disconnect the customer's premises.

METERS FOR DISABLED PERSONS

6. Where BGTL for the purpose of meeting the needs of a disabled person:-

(a) alters the position of a meter which is owned by BGTL and is lent or hired to the customer; or

(b) replaces such a meter with one which has been specially adapted,

BGTL shall not charge the customer for the alteration or replacement.

RECOVERY OF CHARGES ETC

7. (1) Sub-paragraph (3) applies where:-

(a) a demand in writing is made by BGTL for the payment of any of the charges due to him from the customer in respect of the supply of propane to the customer's premises, or to any premises previously owned or occupied by him; and

(b) the customer does not pay those charges within 28 days after the making of the demand.

- (2) Sub-paragraph (3) below also applies where:

(a) a request in writing is made by BGTL for the provision of a deposit by way of reasonable security for the payment of the charges due to it from a customer in respect of the supply of propane to the customer's premises; and

(b) the customer does not provide such a deposit within 7 days after the making of the request.

- (3) BGTL may, after giving not less than 7 days' notice of its intention:-

(a) cut off the supply to the customer's premises by disconnecting the service pipe at the meter or by such other means as it thinks fit; and

(b) recover any expenses incurred in so doing from the customer.

- (4) The powers conferred by sub-paragraph (3) shall not be exercisable in respect of any charges or deposit the amount of which is genuinely in dispute:

RESTORATION OF SUPPLY WITHOUT CONSENT

8. (1) Where a customer's premises have been disconnected, or the supply of propane to a customer's premises has been cut off by BGTL, the customer shall not, without the consent of BGTL, reconnect the premises or restore the supply.

- (2) If the customer acts in contravention of sub-paragraph (1) above, BGTL may again disconnect the premises or, as the case may be, cut off the supply.

FAILURE TO NOTIFY CONNECTION OR DISCONNECTION OF SERVICE PIPE

9. (1) The customer shall not connect a meter with a service pipe through which propane is conveyed to the premises by BGTL, or disconnect any meter from any such pipe, unless he has given BGTL, so that it is received by BGTL, at least 48 hours before he does so, notice in the prescribed form of his intention to do so -
- (2) Subject to sub-paragraph (3) below, a notice under sub paragraph (1) above shall contain:-
- (a) details of the time and place of the proposed connection or disconnection; and
- (b) such other information as may be prescribed.
- (3) In so far as it is not reasonably practicable for a notice under sub-paragraph (1) above to contain any information required by sub-paragraph (2)(b) above, it shall be a sufficient compliance with that requirement if the information is given to BGTL within 48 hours after the connection or disconnection is effected.

FAILURE TO NOTIFY DISCONNECTION OF METER

10. (1) Subject to sub-paragraph (2) below, this paragraph applies where the meter through which propane has been supplied is completely disconnected, that is to say, is disconnected both from the service pipe and from all other pipes within the premises.
- (2) This paragraph does not apply where the meter:-
- (a) is disconnected for the purposes of an examination under section 17 of the Gas Act 1986 or an inspection under paragraph 3(5) above; or
- (b) is disconnected for a particular purpose (whether repair or repositioning of the meter, detection of a gas leak or otherwise) and is intended to be reconnected.
- (3) Except in so far as it is not reasonably practicable for him to do so, the customer shall -
- (a) ascertain the name and address of the owner of the meter; and
- (b) inform that owner of the disconnection and of the address at which the meter will be available for collection.

MAINTENANCE ETC OF SERVICE PIPES

11. (1) BGTL shall carry out any necessary work of maintenance, repair or renewal of any service pipe by which propane is conveyed by it to the customer's premises, whether or not the service pipe was supplied and laid at BGTL's expense.
- (2) The cost of any work carried out in accordance with sub-paragraph (1) above shall be defrayed as follows:-
- (a) if the work was made necessary by any intentional act or culpable negligence of the customer and BGTL so requires, by the customer;
- (b) in any other case, by BGTL.

USE OF ANTI-FLUCTUATORS AND VALVES

12. (1) Where the customer uses propane for working or supplying a compressor, that is to say -
- (a) an engine, gas compressor or other similar apparatus; or

(b) any apparatus liable to produce in any main of BGTL a pressure less than atmospheric pressure, he shall, if so required by BGTL by notice, fix in a suitable position and keep in use an appliance provided by him which will effectually prevent pressure fluctuation in BGTL's pipeline system and any other inconvenience or danger being caused to persons by reason that he and they are supplied with propane conveyed through the same system.

- (2) Where the customer uses for or in connection with the consumption of propane -
- (a) any air at high pressure ("compressed air"); or
- (b) any gaseous substance not conveyed by BGTL ("extraneous gas"),
- he shall, if so required by BGTL by notice, fix in a suitable position and keep in use an appliance provided by him which will effectually prevent the admission of the compressed air or extraneous gas into the service pipe or into any main through which propane is conveyed by BGTL.
- (3) Where the customer is required by this paragraph to keep in use any appliance, he shall at his own expense keep it in proper order and repair, and repair, renew or replace it if it is not in proper order or repair.
- (4) The customer shall not be entitled to use a compressor, or any apparatus for using compressed air or extraneous gas, unless he has given to BGTL not less than 14 days' notice of his intention to do so; but this sub-paragraph shall not apply to the use of any compressor or apparatus which was lawfully in use immediately before the Appointed Day.
- (5) If the customer makes default in complying with any provision of this Paragraph, BGTL may disconnect the customer's premises.
- (6) BGTL shall have power to disconnect, remove, test and replace any appliance which the customer is required by this Paragraph to keep in use; and any expenses incurred by BGTL under this sub-paragraph shall, if the appliance is found in proper order and repair, be paid by BGTL, but otherwise shall be paid by the customer.

IMPROPER USE OF GAS

13. If the customer improperly uses or deals with propane so as to interfere with the efficient conveyance of propane by BGTL (whether to the customer or to any other person), BGTL may, if it thinks fit, disconnect the customer's premises.

NO OBLIGATION TO RESTORE SUPPLY WHERE CONSUMER IN DEFAULT

14. (1) This Paragraph applies where the customer's premises have been disconnected or where the supply of propane to those premises has been cut off by BGTL in pursuance of Paragraph 2(2), 3(2), 5(4), 7(3), 8(2), 12(5) or 13 above.
- (2) BGTL shall not be under any obligation to reconnect the customer's premises or, as the case may be, resume the supply of propane to the customer's premises until the customer either is no longer an owner or occupier of the premises or:-
- (a) has made good the default, or remedied the matter, in consequence of which the premises were disconnected or the supply was cut off; and

(b) has paid the reasonable expenses of disconnecting and reconnecting the premises or, as the case may be, of cutting off the supply and restoring the supply.

- (3) In this Paragraph, "customer", in relation to a disconnection or cutting off under paragraph 8(2) above, means:-

(a) the owner of the premises at the time when the reconnection was made, or the supply was restored, without BGTL's consent:-

(i) if the premises were unoccupied at that time; or

(ii) if that reconnection or restoration of supply were made by him or on his behalf; and

(b) the occupier of the premises at that time in any other case.

ENTRY ON DISCONTINUANCE OF SUPPLY

15. (1) This Paragraph applies where:-

(a) BGTL is authorised by any provision of the Gas Act 1986 to disconnect any premises, or, as the case may be, to cut off or discontinue the supply of propane to the premises; or

(b) the customer occupying premises supplied with propane by BGTL ceases to require a supply of propane.

- (2) Any officer authorised by BGTL, after 24 hours' notice to the occupier, or to the owner of the premises if they are unoccupied, may at all reasonable times, on production of some duly authenticated document showing his authority, enter the premises for the purpose of:-

(a) disconnecting the premises, or cutting off or discontinuing the supply of propane to the premises; or

(b) removing any meter or other propane fitting owned by BGTL.

- (3) The notice required to be given by sub-paragraph (2) above may, in the case of unoccupied premises the owner of which is unknown to BGTL and cannot be ascertained after diligent inquiry, be given by affixing it upon a conspicuous part of the premises not less than 48 hours before the premises are entered.

ENTRY FOLLOWING DISCONTINUANCE OF SUPPLY

16. (1) This paragraph applies where a customer's premises have been disconnected, or a supply of propane to the customer's premises has been cut off by BGTL.

- (2) Any officer authorised by BGTL may at all reasonable times, on production of some duly authenticated document showing his authority, enter the premises for the purpose of ascertaining whether the premises have been reconnected, or the supply has been restored, without BGTL's consent.

ENTRY FOR REMOVING FITTINGS AND METERS

17. (1) This Paragraph applies where the customer ceases to take a supply through a meter or fitting owned by BGTL.

- (2) Any officer authorised by BGTL, after 24 hours' notice to the occupier, or to the owner of the premises if they are unoccupied, may at all reasonable times, on production of some duly authenticated document showing his authority, enter the premises for the purpose of removing the meter or other gas fitting.

- (3) Sub-paragraph 15(3) above applies for the purposes of this paragraph as it applies for the purposes of that Paragraph.

ENTRY FOR REPLACING, REPAIRING OR ALTERING PIPES

18. (1) Any officer authorised by BGTL, after 7 clear days' notice to the owner of any premises, may at all reasonable times, on production of some duly authenticated document showing his authority, enter the premises for the purpose of:-

(a) placing a new pipe in the place of any existing Pipe which has already been lawfully placed; or

(b) repairing or altering any such existing pipe.

- (2) The notice required to be given by sub-paragraph (1) above may, in the case of premises the owner of which is unknown to BGTL and cannot be ascertained after diligent inquiry, be given by affixing it upon a conspicuous part of the premises.

- (3) In cases of emergency arising from defects in any pipes entry may be made under sub-paragraph (1) above without the notice required to be given by that sub-paragraph, but notice of the entry and the justification for it shall then be given as soon as possible after the occurrence of the emergency.

PROVISIONS AS TO POWERS OF ENTRY

19. (1) BGTL shall not authorise any officer to exercise any powers of entry conferred by this Appendix unless BGTL has taken all reasonable steps to ensure that he is a fit and proper person to exercise those powers.

- (2) Where, in pursuance of any powers of entry conferred by this Appendix, entry is made on any premises by an officer authorised by BGTL:-

(a) the officer shall ensure that the premises are left no less secure by reason of the entry; and

(b) BGTL shall make good, or pay compensation for, any damage caused by the officer, or by any person accompanying him in entering the premises, in taking any action therein authorised by this Appendix, or in making the premises secure.

- (3) Any officer exercising powers of entry conferred by this Appendix may be accompanied by such persons as may be necessary or expedient for the purpose for which the entry is made, or for the purposes of sub-paragraph (2) above.

(1)

INDUSTRIAL AND PROVIDENT SOCIETIES ACT 1965

Notice of Dissolution by Instrument pursuant to Section 58 of the Act

NOTICE is hereby given that the instrument of dissolution of Tomintoul and Glenlivet Agricultural Society Limited (Register No.

932R(S)) the registered office of which is at Glenwood, Main Street, Tomintoul, Ballindalloch, Banffshire AB37 9AS, Instrument of Dissolution was registered on 14th February 1996.

Within three months from the date of *The Gazette* in which this advertisement appears proceedings to set aside the dissolution may be commenced by a member or other person interested in or having any claim on the funds of the society.

James L J Craig
Assistant Registrar for Scotland

58 Frederick Street
Edinburgh EH2 1NB
14th February 1996

(46)

FORTH RIVER PURIFICATION BOARD

CONTROL OF POLLUTION ACT 1974

NOTICE OF APPLICATION FOR CONSENT UNDER SECTION 34

NOTICE is hereby given, in accordance with Section 36(1)(a) of the Act, that an application has been made to the Forth River Purification Board by Central Regional Council for consent to increase the discharge of treated trade sewage effluent from 90 to 118 cubic metres per day to Loch Ard, at National Grid Reference NN 463 021 from Foresthill Development, Kinlochard.

Any person who wishes to make representations about the application should do so, in writing, to the Forth River Purification Board, Clearwater House, Heriot Watt Research Park, Avenue North, Riccarton, Edinburgh EH14 4AP, not later than 16th April 1996, quoting R.7178.

A copy of the application may be inspected free of charge, at all reasonable hours at the above address.

D F Mann
Clerk to the Board

(28)

CONTROL OF POLLUTION ACT 1974

NOTICE is hereby given under Section 36(1)(a) of the above Act of the following application for consent to discharge received by the North East River Purification Board.

Any representations thereanent should be made in writing quoting reference and must be received by Prof. D. MacKay, Clerk to the Board, Greyhope House, Greyhope Road, Torry, Aberdeen not later, than 9th April 1996.

The application may be inspected at all reasonable hours free of charge at the Board's offices at Aberdeen and Elgin.

Ref -B/96/3/C/A Director of Leisure & Rec.- upto 320 m³/day of sea water from Macduff Marine Aquarium, Bankhead Road, Macduff discharging to Coastal Waters at NGR NJ 708 648

(9)

CITY OF ABERDEEN

TOWN AND COUNTRY PLANNING (LISTED BUILDINGS AND BUILDINGS IN CONSERVATION AREAS) (SCOTLAND) REGULATIONS 1987

NOTICE is hereby given that an application for Listed Building/Conservation Area Consent and for Planning Permission with respect to the undernoted subjects, has been submitted to the City of Aberdeen District Council.

The application and relative plans are available for inspection at the Planning Division, St Nicholas House, Aberdeen, during normal office hours, and any representations in connection therewith should be made in writing, to the City Planning Officer, St Nicholas House, Aberdeen AB9 1BW, within 21 days of this advertisement.

PROPOSALS REQUIRING LISTED BUILDING/ CONSERVATION AREA CONSENT

Period for Lodging Representations - 21 days

33 Albyn Place (Conservation Area 4)	Demolish existing and build new boundary wall to rear of car park	F G Burnett	96/281
66-68 Queens Road Aberdeen (Category C(S) Listed Building within Conservation Area 4)	Partition alterations to offices	Deloitte Touche	96/338
Rubislaw and Queens Terrace Gardens (Category B Listed Building within Conservation Area 4)	Erection of replacement cast iron railings	Aberdeen District Council	96/342

(Would Community Councils, Conservation Groups and Societies, applicants and members of the public please note that the City Council as District Planning Authority intend to accept only those representations which have been received within the above period as prescribed in terms of Planning Legislation).

B Allen
City Planning Officer

(50)

THE CENTRAL REGIONAL COUNCIL

THE CENTRAL REGION (ST. JOHN STREET/MAR PLACE, STIRLING) (TEMPORARY CLOSURE) ORDER 1996

THE CENTRAL REGIONAL COUNCIL propose to make the above named Order under Section 14(1) of the Road Traffic Regulation Act 1984 (as amended) on 1st March 1995.

The Order will close to vehicles for a maximum period of 14 weeks from 4th March 1996 the sections of roads as detailed in the Schedule hereto to allow the reconstruction of the carriageway and footways in St. John Street and Mar Place.

A copy of the Order, together with a copy of the relative plan, may be examined at the Regional Council's Offices, Viewforth, Stirling (Room 19) and at Stirling District Council Offices, Municipal

Buildings, Corn Exchange Road, Stirling during normal office hours free of charge.

A. S. Jack
Director of Administration
and Legal Services

Regional Council offices
Viewforth
Stirling

SCHEDULE

St. John Street from its junction with Jail Wynd to its junction with Mar Place and Mar Place from its junction with St. John Street to its junction with Castle Wynd.

Alternative Route

Via Broad Street - Jail Wynd and vice versa (82)

TOWN & COUNTRY PLANNING (SCOTLAND) ACT 1972, SECTION 198A

THE EAST LoTHIAN DISTRICT COUNCIL (STOPPING-UP OF ROADS AT BLUE CIRCLE CEMENT WORKS, DUNBAR, EAST LoTHIAN) ORDER 1991

THE EAST LoTHIAN DISTRICT COUNCIL hereby give notice that they have confirmed an Order under Section 198A of the Town & Country Planning (Scotland) Act 1972 authorising the stopping-up of-

The highway known as the C122 Oxwell Mains - Thurston Road (Part) from the junction with the U239 (former A1) north of Oxwell Mains southwards to the north side of the bridge over the east coast main line railway, a distance of 230 metres or thereby, and the highway known as the U23 9 Oxwell Mains - Tomess Road (Part) from the said junction with the C 122 north of Oxwell Mains, eastwards to the junction with U203 Strand Road, a distance of 650 metres or thereby all as defined on the plan annexed and signed as relative to the Order, to permit further mineral extraction.

Copies of the Order and relevant plan specifying the roads to be stopped-up may be inspected at the offices of the East Lothian District Council, Council Buildings, Haddington or at the Town House, Dunbar, by any person free of charge during office hours.

William R Thomson
District Solicitor

Council Buildings
Haddington
23rd February 1996 (30)

THE HIGHLAND REGIONAL COUNCIL

THE HIGHLAND REGIONAL COUNCIL (C41 SPEY BRIDGE, KINCRAIG)

(WEIGHT RESTRICTION) ORDER 1996

NOTICE is hereby given that The Highland Regional Council on 16th February 1996 made, in terms of the Road Traffic Regulation Act 1984, the above order which will come into operation on 1st March 1996.

The Order was previously advertised by Notices in *The Edinburgh Gazette* on 16th January dated 1996 No 23919, page 82, reference 36 and in *The Strathspey and Badenoch Herald* dated 18th January 1996 and the effect of the Order is as described in those Notices.

A copy of the Order as made, together with a copy of the relevant map can be inspected at The Police station, Aviemore, The Divisional Engineers Office, Market Lane, Kingussie, or at Regional Buildings, Glenurquhart Road, Inverness, on weekdays during office hours.

Any person wishing to question the validity of the Order or any of its provisions on the grounds that it is not within the powers of the Road Traffic Regulation Act 1984, or that a requirement of that Act or of the relevant regulations made thereunder has not been complied with may, within six weeks from the date on which the Order was made, make application for the purpose to the Court of Session.

J F P Black
Acting Director of Law
and Administration

Regional Buildings
Glenurquhart Road
Inverness IV3 5NX
20th February 1996 (68)

THE HIGHLAND REGIONAL COUNCIL
THE HIGHLAND REGIONAL COUNCIL (A862 - GORTHLECK, INVERNESS)

(40 MPH SPEED LIMIT) ORDER 1996

NOTICE is hereby given that The Highland Regional Council propose to make an order in terms of Section 84 of the Road Traffic Regulation Act 1984 entitled as above.

When the Order comes into effect, a 40 miles per hour speed limit will be imposed over a length of the A862 Fort Augustus - Whitebridge - Inverness Road at Gorthleck.

A copy of the Order, as drafted, together with a copy of the relevant plan and a copy of the Authority's Statement of Reasons for proposing to make the Order can be inspected at The Highland Regional Council Information Centre, 23 Church Street, Inverness, or at Regional Buildings, Glenurquhart Road, Inverness, on weekdays during office hours.

It should be noted that all objections must be made in writing and must specify the grounds thereof, and should be made to the undersigned on or before 22nd March 1996.

J F P Black
Acting Director of Law
and Administration

Regional Buildings
Glenurquhart Road
Inverness IV3 5NX
20th February 1996 (84)

THE HIGHLAND REGIONAL COUNCIL
THE HIGHLAND REGIONAL COUNCIL (FYRISH CRESCENT AND NOVAR CRESCENT, EVANTON)
(WAITING RESTRICTIONS) ORDER 1996

NOTICE is hereby given that The Highland Regional Council propose to make an Order in terms of Section 1 as read with Section 2 of the Road Traffic Regulation Act 1984 entitled as above.

When the Order comes into effect, waiting restrictions prohibiting waiting at any time will be introduced onto lengths of Fyrish Crescent and Novar Crescent, Evanton.

A copy of the Order, as drafted, together with a copy of the relevant plan and a copy of the Authority's Statement of Reasons for proposing to make the Order can be inspected at Ross and Cromarty District Council Offices, Obsdale Road, Alness IV17 0TY, or at Regional Buildings, Glenurquhart Road, Inverness, on weekdays during office hours.

It should be noted that all objections must be made in writing and must specify the grounds thereof, and should be made to the undersigned on or before 29th March 1996.

J F P Black
Acting Director of Law
and Administration

Regional Buildings
Glenurquhart Road
Inverness IV3 5NX
21st February 1996

(85)

SCHEDULE 2

7. (1) Every objection or representation to the Planning Authority with respect to an Order shall be made in writing, shall state the grounds thereof, and specify the particular trees, groups of trees, or woodlands in respect of which it is made.
- (2) An objection or representation shall be duly made if it complies with paragraph (1) of this regulation and is received by the Planning Authority within 28 days from the date of the service of the notice of the making of the Order or the date of the publication of the notice by advertisement as the case may be.

Dated this Twelfth day of February Nineteen Hundred and Ninety Six.

Keith G Jones Esq
Director of Legal Services

Viewmount
Arduthie Road
Stonehaven

(37)

TOWN AND COUNTRY PLANNING

(TREE PRESERVATION ORDER AND TREES IN
CONSERVATION AREAS) (SCOTLAND) REGULATIONS
1975 AND AMENDMENT REGULATIONS 1981 AND 1984

GILBERT'S HILL AUCHENBLAE

KINCARDINE AND DEESIDE DISTRICT TREE
PRESERVATION ORDER NO. 38

THE KINCARDINE AND DEESIDE DISTRICT COUNCIL hereby give notice that in order to protect the wooded character of Gilbert's Hill which contributes to the setting of Auchenblae Village they have made a Tree Preservation Order in exercise of the powers conferred upon them by the above Act and Regulations with respect to certain trees growing in the area of Kincardine and Deeside District described in Schedule 1 below.

Certified copies of the Order together with the Map executed as relative thereto have been deposited at the Department of Planning and Development, Viewmount, Arduthie Road, Stonehaven for inspection by the public during normal opening hours and Kincardine and Deeside District Area Office, Borough Buildings, Johnston Street, Laurencekirk AB3 1AN, as follows:- Monday and Friday 8.45 am-12.00 noon and 1.00-4.45 pm; Tuesday and Thursday 1.00-4.45 pm; and Wednesday 2.45-4.45 pm.

Any objection or representation with respect to the Order must be in accordance with Regulation 7 of the above Regulations of 1975 as amended, the terms of which are set out in Schedule 2 below, and be lodged in writing with the Director of Legal Services, Viewmount, Arduthie Road, Stonehaven.

The Order contains a direction under Section 59 of the Act that the Order becomes effective provisionally as from the date specified in the Order and continues in force until (a) the expiration of a period of six months beginning with the date on which the Order was served or (b) the date of which the Order is confirmed whichever first occurs.

SCHEDULE 1

The mature mixed broadleaves and conifers which form the backdrop to Monboddoo Street and Burnett Street on Gilbert's Hill Auchenblae

THE LoTHIAN REGIONAL COUNCIL

(UNION STREET, EDINBURGH) (ONE-WAY) TRAFFIC
REGULATION ORDER 199 - TO/1986

THE LoTHIAN REGIONAL COUNCIL in exercise of their powers under Sections 1(1) and 2(1) to (3) of the Road Traffic Regulation Act 1984, as amended, propose to make an Order the effect of which will prohibit vehicles from driving on that part of Union Street (from its junction with Leith Walk at Antigua Street/ Union Place to its junction with Gayfield Street) otherwise than in a south-east to north-west direction.

A copy of the draft Order together with (1) a map showing the roads affected and (2) a Statement of the Council's Reasons for proposing to make the Order may be examined between the hours of 9.30 am and 3.30 pm Mondays to Fridays during the period 27th February to 19th March 1996 at Lothian Regional Council Headquarters, George IV Bridge, Edinburgh.

Any person wishing to object to the proposed Order should send details of the grounds of objection, in writing quoting reference TO/1986, to The Council Secretary, Lothian Regional Council, George IV Bridge, Edinburgh not later than 19th March 1996.

G F G Welsh
Regional Solicitor

1 Parliament Square
Edinburgh

(2)

THE LoTHIAN REGIONAL COUNCIL

(TRAFFIC REGULATION; RESTRICTIONS ON WAITING,
LOADING AND UNLOADING, AND PARKING PLACES)
(VARIATION NO -) ORDER 199- TO/1984

THE LoTHIAN REGIONAL COUNCIL in exercise of their powers under sections 1(1) and 2(1) to (3) of and Part IV of Schedule 9 to the Road Traffic Regulation Act 1984, as amended, propose to

make an Order the effect of which will vary The Corporation of Edinburgh (Traffic Regulation; Restrictions on Waiting, Loading and Unloading, and Parking Places) Order 1973 to extend waiting, loading and unloading restrictions on the roads specified in the Schedule below.

A copy of the draft Order together with (1) maps showing the roads affected (2) a statement of the Council's reasons for proposing to make the Order and (3) a copy of the aforesaid Order, as amended, may be examined between the hours of 9.30 am and 3.30 pm Mondays to Fridays during the period 27th February 1996 to 19th March 1996 at Lothian Regional Council Headquarters, George IV Bridge.

Any person wishing to object to the proposed Order should send details of the grounds of their objection in writing, quoting reference TO/1984, to The Council Secretary, Lothian Regional Council, George IV Bridge, Edinburgh not later than 19th March 1996.

G F G Welsh
Regional Solicitor

1 Parliament Square
Edinburgh

SCHEDULE

Roads Where Waiting, Loading and Unloading Restrictions Extended:-

Blackbarony Road, Comiston Road, Dundee Street, Dundee Terrace, Hallhead Road, Mayfield Road, Ross Road and West Mains Road.

(3)

THE LOTHIAN REGIONAL COUNCIL

(VARIOUS ROADS, MID CALDER, WEST LOTHIAN)
(PROHIBITION AND RESTRICTION ON WAITING)
ORDER 199 - TO/1987

THE LOTHIAN REGIONAL COUNCIL in exercise of their powers under sections 1(1), and 2 (1) to (3) of the Road Traffic Regulation Act 1984, as amended, propose to make an Order the effect of which will introduce waiting prohibitions and restrictions in Mid Calder. The roads affected are Main Street, Market Street and Bank Street.

A copy of the draft Order together with (1) a map showing the roads affected and (2) a statement of the Council's reasons for proposing to make the Order may be examined Mondays to Fridays during the period 27th February 1996 to 19th March 1996, between the hours of 9.30 am and 3.30 pm at 1 below and during normal opening hours at 2 below.

1. Lothian Regional Council Headquarters, George IV Bridge, Edinburgh, and
2. Mid Calder Post Office, 3 Main Street, Mid Calder.

Any person wishing to object to the proposed Order should send details of the grounds of their objection in writing quoting reference TO/1985, to The Depute Chief Executive, Lothian Regional Council, George IV Bridge, Edinburgh not later than 19th March 1996.

G F G Welsh
Regional Solicitor

1 Parliament Square
Edinburgh

(4)

THE LOTHIAN REGIONAL COUNCIL (VARIOUS STREETS, EDINBURGH) (PROHIBITION AND RESTRICTION ON WAITING)

(VARIATION NO) ORDER 199- TO/1987

THE LOTHIAN REGIONAL COUNCIL in exercise of their powers under sections 1(1), and 2(1) to (3) of and Part IV of Schedule 9 to the Road Traffic Regulation Act 1984, as amended, propose to be an Order the effect of which will be to vary The Lothian Regional Council (Various Streets, Edinburgh) (Prohibition and Restriction on Waiting) Order 1978 to the extent of amending the item relating to Cheyne Street (south-west side) in Schedule 2 of the Order, to allow waiting on the west side of that road.

A copy of the draft Order together with (1) a map showing the road affected (2) a statement of the Council's reasons for proposing to make the Order and (3) a copy of the Order to be varied, may be examined between the hours of 9.30 am and 3.30 pm Mondays to Fridays during the period 27th February 1996 to 19th March 1996 at Lothian Regional Council Headquarters, George IV Bridge, Edinburgh.

Any person wishing to object to the proposed Order should send details of the grounds of their objection in writing, quoting reference TO/1987, to The Depute Chief Executive, Lothian Regional Council, George IV Bridge, Edinburgh not later than 19th March 1996.

G F G Welsh
Regional Solicitor

1 Parliament Square
Edinburgh

(5)

THE LOTHIAN REGIONAL COUNCIL

(WEST APPROACH ROAD, EDINBURGH) (TRAFFIC REGULATION) (VARIATION) ORDER 199 - TO/1983

THE LOTHIAN REGIONAL COUNCIL in exercise of their powers under sections 1(1) and 2(1) to (3) of and Part IV of Schedule 9 to the Road Traffic Regulation Act 1984, as amended, propose to make an Order the effect of which will be to vary (A) The Lothian Regional Council (West Approach Road, Edinburgh) (Traffic Regulation) Order 1982, (B) The Lothian Regional Council (Various Streets, Edinburgh) (Prohibition and Restrictions on Waiting) Order 1978 and (C) The Corporation of Edinburgh (Traffic Regulation; Restrictions on Waiting, Loading and Unloading, and Parking Places) Order 1973 to prevent indiscriminate parking on the link road from Morrison Street and the West Approach Road and permit large vehicles to travel between Morrison Street and the new developments at Lothian Road without using the adjacent road network.

A copy of the draft Order together with (1) maps showing the roads affected (2) a statement of the Council's reasons for proposing to make the Order and (3) a copy of each of the aforesaid Orders, as amended, may be examined between the hours of 9.30 am and 3.30 pm Mondays to Fridays during the period 27th February 1996 to 19th March 1996 at Lothian Regional Council Headquarters, George IV Bridge, Edinburgh.

Any person wishing to object to the proposed Order should send details of the grounds of their objection in writing, quoting reference TO/1983, to The Council Secretary, Lothian Regional Council, George IV Bridge, Edinburgh not later than 19th March 1996.

G F G Welsh
Regional Solicitor

1 Parliament Square
Edinburgh

(6)

THE LOTHIAN REGIONAL COUNCIL

SCHEDULE

(TRAFFIC REGULATION; RESTRICTIONS ON WAITING, LOADING AND UNLOADING, AND PARKING PLACES) (VARIATION NO -) ORDER 199 - TO/1965

Ref No	Site Address	Description of Development
02960037LD	The Scottish Deer Centre Cupar Fife	Internal alterations to exhibition area to form retail area
Reason for Advert - Listed Building - 21 days Local Office - Cupar		
02960038LP	Low Farm Steading Kingskettle Fife	Convert/alter/extend agricultural building to form 2 dwellings
Reason for Advert - Listed Building - 21 days Local Office - Cupar		
02960039LD	The Priests House Kemback Fife	Restoration of/alterations to bothy/store to form house
Reason for Advert - Listed Building - 21 days Local Office - Cupar		

THE LOTHIAN REGIONAL COUNCIL in exercise of their powers under sections 1(1) and 2(1) to (3) of and Part IV of Schedule 9 to the Road Traffic Regulation Act 1984, as amended, propose to make an Order the effect of which will be to vary The Corporation of Edinburgh (Traffic Regulations; Restrictions on Waiting, Loading and Unloading, and Parking Places) Order 1973 to remove, reposition and/or provide extra parking places in the roads specified in Schedule I below and extend and/or introduce 24 hour waiting restrictions on the roads specified in Schedule 2 below.

A copy of the draft Order together with (1) maps showing the roads affected (2) a statement of the Council's reasons for proposing to make the Order and (3) a copy of the aforesaid Order, as amended, may be examined between the hours of 9.30 am and 3.30 pm Mondays to Fridays during the period 27th February 1996 to 19th March 1996 at Lothian Regional Council Headquarters, George IV Bridge, Edinburgh.

Any person wishing to object to the proposed Order should send details of the grounds of their objection in writing, quoting reference TO/1965, to The Council Secretary, Lothian Regional Council, George IV Bridge, Edinburgh not later than 19th March 1996.

G F G Welsh
Regional Solicitor

1 Parliament Square
Edinburgh

SCHEDULE 1

Roads Where Parking Bays to be Removed, Repositioned or Introduced:-

Bernard Terrace, Cambridge Street, Castle Terrace, Castle Street, Gillespie Crescent, Hamilton Place, Jeffrey Street, Learmonth Terrace, Market Street, Montague Street, Moray Place and St Giles Street.

SCHEDULE 2

Roads Where 24 Hour Waiting Restrictions to be Extended or Introduced:-

Bell's Brae, East Market Street, Holyrood Park Road, Jeffrey Street, Market Street, Nicolson Square, Nicolson Street, Upper Bow and Waverley Bridge.

(7)

THE TAYSIDE REGIONAL COUNCIL

THE TAYSIDE REGIONAL COUNCIL (SWANSACRE, KINROSS) (PROHIBITION OF DRIVING) ORDER 1996

ON 15th February 1996 The Tayside Regional Council made an Order under the Road Traffic Regulation Act 1984 which comes into operation on 4th March 1996.

The proposed Order was advertised in Notice 46 in *The Edinburgh Gazette* No 23899 and in *The Courier and Advertiser* both on 5th December 1995 and the effect of the Order is as advertised in said Notices.

A copy of the Order and plan may be examined during normal office hours and without payment of fee at the following addresses:-

1. The Tayside Regional Council Offices, Tayside House, Main Reception (Floor 2), 28 Crichton Street, Dundee.
2. District Council Area Office, 21 High Street, Kinross.

Any person wishing to question the validity of the Order or of any provision contained therein on the grounds that the Order is not within the powers conferred by the Road Traffic Regulation Act 1984, or on the grounds that any requirement of the Act or of any Instrument made under it has not been complied with in relation to the Order, may within 6 weeks from 15th February 1995 make application to the Court of Session for this purpose.

Crawford J Langley
Director of Law and
Administration

Tayside Regional Council

(10)

PLANNING APPLICATIONS

NORTH EAST FIFE DISTRICT COUNCIL

TOWN AND COUNTRY PLANNING (SCOTLAND) ACT 1972 AND RELATED LEGISLATION

THE applications listed in the schedule below may be inspected during normal office hours at the Department of Planning & Building Control, County Buildings, Cupar or at the undernoted Local Offices. Anyone wishing to make representations should do so, in writing to James M Birrell, Director, within 14, 21 or 28 days of the appearance of this Notice.

THE TAYSIDE REGIONAL COUNCIL

ROADS (SCOTLAND) ACT 1984

THE TAYSIDE REGIONAL COUNCIL

(DUNDEE ROAD/INFIRMARY BRAE, ARBROATH) (STOPPING-UP) ORDER 1996

NOTICE is hereby given that on 15th February 1996 The Tayside Regional Council in exercise of the powers conferred on them by

Section 71(2) of the Roads (Scotland) Act 1984 made and confirmed the above Order.

A copy of the Order as made and confirmed and of the accompanying plan may be examined during normal office hours and without payment of fee at the following addresses:-

- 1 The Tayside Regional Council Offices, Tayside House Main Reception (Floor 2), 28 Crichton Street, Dundee.
- 2 The Information Office, Market Place, Arbroath.

The effect of the Order is as advertised in *The Edinburgh Gazette* and in *The Courier and Advertiser* both dated 18th August 1995.

The Order comes into operation on 4th March 1996.

Crawford J Langley
Director of Law and
Administration

Tayside Regional Council

(11)

A copy of the Order as made and confirmed and of the accompanying plan may be examined during normal office hours and without payment of fee at the following addresses:-

- 1 The Tayside Regional Council Offices, Tayside House Main Reception (Floor 2), 28 Crichton Street, Dundee.
- 2 The Housing Office, 30 Panmure Street, Brechin.

The effect of the Order is as advertised in *The Edinburgh Gazette* and in *The Courier and Advertiser* both dated 14th November 1995.

The Order comes into operation on 4th March 1996.

Crawford J Langley
Director of Law and
Administration

Tayside Regional Council

(13)

THE TAYSIDE REGIONAL COUNCIL

ROADS (SCOTLAND) ACT 1984

THE TAYSIDE REGIONAL COUNCIL (STOPPING-UP OF SUPERSEDED LENGTH OF MUIRYKNOWES, FORFAR) ORDER 1996

NOTICE is hereby given that on 15th February 1996 The Tayside Regional Council in exercise of the powers conferred on them by Section 71(2) of the Roads (Scotland) Act 1984 made and confirmed the above Order.

A copy of the Order as made and confirmed and of the accompanying plan may be examined during normal office hours and without payment of fee at the following addresses:-

- 1 The Tayside Regional Council Offices, Tayside House Main Reception (Floor 2), 28 Crichton Street, Dundee.
- 2 District Council Area Office, The Cross, Forfar.

The effect of the Order is stated in Notice 11 in *The Edinburgh Gazette* No 23869 and in *The Courier and Advertiser* both dated 13th October 1995.

The Order comes into operation on 4th March 1996.

Crawford J Langley
Director of Law and
Administration

Tayside Regional Council

(12)

THE TAYSIDE REGIONAL COUNCIL

THE TAYSIDE REGIONAL COUNCIL (CITY OF DUNDEE) (VARIATION OF WAITING RESTRICTIONS) ORDER 1996

ON 15th February 1996 The Tayside Regional Council made an Order under the Road Traffic Regulation Act 1984 which comes into effect on 3rd June 1996.

The proposed Order was advertised in Notice 12 in *The Edinburgh Gazette* No 23877 and in *The Courier and Advertiser* both on 27th October 1995 and the effect of the Order is as advertised in said Notices save for the following amendments:-

- (a) the proposed no waiting at any time restrictions on the west side of Soutar Street to be reduced to extend for approximately 15 metres north from the junction with Clepington Road. The remainder of the west side to be converted to no daytime waiting;
- (b) the proposed length of no waiting at any time restrictions on the north side of Clepington Road west of Soutar Street to be reduced by 10 metres;
- (c) the proposed extension to the waiting restrictions in Perrie Street to be deleted from the Order.

A copy of the Order and plans showing the lengths of roads affected may be examined during normal office hours and without payment of fee at the following addresses:-

- 1 The Tayside Regional Council Offices, Tayside House, Main Reception (Floor 2), 28 Crichton Street, Dundee.
- 2 The Public Library, Queen Street, Broughty Ferry, Dundee.
- 3 The Public Library, High Street, Lochee, Dundee.

Any person wishing to question the validity of the Order or of any provision contained therein on the grounds that the Order is not within the powers conferred by the Road Traffic Regulation Act 1984, or on the grounds that any requirement of the Act or of any

THE TAYSIDE REGIONAL COUNCIL

ROADS (SCOTLAND) ACT 1984

THE TAYSIDE REGIONAL COUNCIL (HILLVIEW, BRECHIN) (STOPPING-UP) ORDER 1996

NOTICE is hereby given that on 15th February 1996 The Tayside Regional Council in exercise of the powers conferred on them by Section 71(2) of the Roads (Scotland) Act 1984 made and confirmed the above Order.

Instrument made under it has not been complied with in relation to the Order, may within 6 weeks from 15th February 1996 make application to the Court of Session for this purpose.

Crawford J Langley
Director of Law and
Administration

Tayside Regional Council (14)

Any person wishing to question the validity of the Order or of any provision contained therein on the grounds that the Order is not within the powers conferred by the Road Traffic Regulation Act 1984, or on the grounds that any requirement of the Act or of any Instrument made under it has not been complied with in relation to the Order, may within six weeks from 15th February 1996 make application to the Court of Session for this purpose.

Crawford J Langley
Director of Law and
Administration

Tayside Regional Council (16)

THE TAYSIDE REGIONAL COUNCIL

(DUNDEE) (VARIATION OF SPEED LIMITS) ORDER 1996

ON 15th February 1996 The Tayside Regional Council made an Order under the Road Traffic Regulation Act 1984 which comes into effect on 4th March 1996.

The proposed Order was advertised in Notice 13 in *The Edinburgh Gazette* No 23877 and in *The Courier and Advertiser* both on 27th October 1995 and the effect of the Order is as advertised in said Notices.

A copy of the Order and plan showing the lengths of roads affected may be examined during normal office hours and without payment of fee at the Tayside Regional Council Offices, Tayside House Main Reception (Floor 2), 28 Crichton Street, Dundee.

Any person wishing to question the validity of the Order or of any provision contained therein on the grounds that the Order is not within the powers conferred by the Road Traffic Regulation Act 1984, or on the grounds that any requirement of that Act or of any Instrument made under it has not been complied with in relation to the Order, may within six weeks from 15th February 1996 make application to the Court of Session for this purpose.

Crawford J Langley
Director of Law and
Administration

Tayside Regional Council (15)

THE TAYSIDE REGIONAL COUNCIL

ROADS (SCOTLAND) ACT 1984

THE TAYSIDE REGIONAL COUNCIL (ACCESS ROADS TO MURCAR, PANNAL, PRESTWICK, SCOTSCRAIG, TROON AND WENTWORTH COURTS, DUNDEE) (STOPPING-UP) ORDER 1996

NOTICE is hereby given that on 15th February 1996 The Tayside Regional Council in exercise of the powers conferred on them by Section 71(2) of the Roads (Scotland) Act 1984 made and confirmed the above Order.

A copy of the Order as made and confirmed and of the accompanying plan may be examined during normal office hours and without payment of fee at the Tayside Regional Council Offices, Tayside House Main Reception (Floor 2), 28 Crichton Street, Dundee.

The effect of the Order is stated in Notice 25 in *The Edinburgh Gazette* No 23845 and in *The Courier and Advertiser* both dated 1st September 1995.

The Order comes into operation on 4th March 1996.

Crawford J Langley
Director of Law and
Administration

Tayside Regional Council (17)

THE TAYSIDE REGIONAL COUNCIL

MUIRTON AREA, PERTH) (20 MPH SPEED LIMIT ZONE) ORDER 1996

ON 15th February 1996 the Tayside Regional Council made an Order under the Road Traffic Regulation Act 1984 which comes into effect on 4th March 1996.

The proposed Order was advertised in Notice 7 in *The Edinburgh Gazette* No 23889 and in *The Courier and Advertiser* both on 17th November 1995 and the effect of the Order is as advertised in said Notices.

A copy of the Order and plan showing the lengths of roads affected may be examined during normal office hours and without payment of fee at the following addresses:-

1. The Tayside Regional Council Offices, Tayside House, Main Reception (Floor 2), 28 Crichton Street, Dundee.
2. The Tayside Regional Council Offices, Rosslyn House, Roads Reception, 32 Glasgow Road, Perth.

THE TAYSIDE REGIONAL COUNCIL

(WESTERN ROAD, MONTROSE)

(STOPPING-UP) ORDER 1996

NOTICE is hereby given that on 15th February 1996 The Tayside Regional Council in exercise of the powers conferred on them by Section 71(2) of the Roads (Scotland) Act 1984 made and confirmed the above Order.

A copy of the Order as made and confirmed and of the accompanying plan may be examined during normal office hours and without payment of fee at the following addresses:-

1. Tayside Regional Council Offices, Tayside House Main Reception (Floor 2), 28 Crichton Street, Dundee.
2. The Public Library, High Street, Montrose.

The effect of the Order is stated in Notice 31 in *The Edinburgh Gazette* No 23597 and in *The Courier and Advertiser* both dated 17th June 1994.

The Order comes into operation on 4th March 1996.

Crawford J Langley
Director of Law and
Administration

Tayside Regional Council

(18)

THE TAYSIDE REGIONAL COUNCIL

ROADS (SCOTLAND) ACT 1984

THE TAYSIDE REGIONAL COUNCIL (FORMER A9 ROAD AT MURTHY) (STOPPING-UP OF LAYBY AT STARE DAM RESERVOIR) ORDER 1996

NOTICE is hereby given that on 15th February 1996 The Tayside Regional Council in exercise of the powers conferred on them by Section 71(2) of the Roads (Scotland) Act 1984 made and confirmed the above Order.

A copy of the Order as made and confirmed and of the accompanying plan may be examined during normal office hours and without payment of fee at the following addresses:-

- 1 The Tayside Regional Council Offices, Tayside House Main Reception (Floor 2), 28 Crichton Street, Dundee.
2. The Sub Post Office, Bankfoot.
3. The Sub Post Office, Birnam.
4. The Sub Post Office, Murthly.

The effect of the Order is stated in Notice 2 in *The Edinburgh Gazette* No 23881 and in *The Courier and Advertiser* both dated 3rd November 1995.

The Order comes into operation on 4th March 1996.

Crawford J Langley
Director of Law and
Administration

Tayside Regional Council

(19)

AA REALISATIONS NO. 274 LTD

(In Liquidation)

I, Murdoch L McKillop, Chartered Accountants, 18 Charlotte Square, Edinburgh give notice, pursuant to Section 105 of the Insolvency Act 1986 and Rule 4.13 of The Insolvency (Scotland) Rules 1986, that an annual meeting of creditors of the above Company will be held in the offices of Arthur Andersen, 18 Charlotte Square, Edinburgh on 22nd March 1996 at 10.0 am for the purpose of receiving the Liquidator's account of the winding up during the preceding year.

Murdoch L McKillop
Liquidator, Arthur Andersen

18 Charlotte Square
Edinburgh EH2 4DF

(26)

ACM CATERING (ABERDEEN) LIMITED

NOTICE is hereby given that on 12th February 1996, a Petition was presented to the Sheriff at Aberdeen by the Lord Advocate as representing Her Majesty's Commissioners of Customs & Excise, craving the Court, *inter alia* that ACM Catering (Aberdeen) Limited, having their Registered office at 1 Merkland Road East, Aberdeen AB2, t/a Kirsch Katering & Scooters, be wound up by the Court and an Interim Liquidator appointed; in which Petition the Sheriff at Aberdeen by Interlocutor dated 15th February 1996 appointed all persons having an interest to lodge Answers in the hands of the Sheriff Clerk, Aberdeen within eight days after intimation, advertisement or service; all of which Notice is hereby given.

Shepherd & Wedderburn WS
Saltire Court
20 Castle Terrace
Edinburgh
Agents for the Petitioners

(73)

Notice of Appointment of Liquidator Creditors Voluntary Winding Up

Pursuant to section 109 of the Insolvency Act 1986

Company Number: SC057227
Name of Company: Alistair Birrell (Electrical Contractors) Ltd
Nature of Business: Electrical Contractors
Address of Registered Office: Erskine House
68-73 Queen Street
Edinburgh EH2 4NH
Type of Liquidation: Creditors Voluntary
Liquidators Name & Address: J D Laurie
Cork Gully
Erskine House
68-73 Queen Street
Edinburgh EH2 4NH
Office Holder Number: 32
Date of Appointment: 13th February 1996
By whom Appointed: The Creditors

J D Laurie
Liquidator

19th February 1996

(31)

The Companies Act 1985

Section 378(1)

Extraordinary and Ordinary Resolutions of

ALISTAIR BELL (ELECTRICAL CONTRACTORS) LTD

Passed 13th February 1996

AT an Extraordinary General Meeting of the members of the above named company duly convened and held at 6 St Colme Street,

Edinburgh EH3 6AD on 13th February 1996 the following Extraordinary and Ordinary Resolutions were duly passed

EXTRAORDINARY RESOLUTION

1. That it has been proved to the satisfaction of the meeting that the company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up the same, and accordingly, that the company be wound up voluntarily.

ORDINARY RESOLUTION

2. That Colin David Scott, Chartered Accountant, of Geoghegan & Co, 6 St Colme Street, Edinburgh being a person qualified to act as an Insolvency Practitioner under the provisions of the Insolvency Act 1986, and being a person that consents so to act, be and is hereby appointed Liquidator for the purpose of such winding up.

Callum A Birrell
Chairman

Geoghegan & Co
6 St Colme Street
Edinburgh EH3 6AD
13th February 1996

(32)

ARTHUR MORGAN & COMPANY (WHOLESALE NEWSAGENTS) LIMITED

Registered Office: Unit 24, Whistleburry Ind. Estate, Hamilton

NOTICE is hereby given, pursuant to Section 98 of the Insolvency Act 1986 that a Meeting of Creditors of the above named company will be held at the Merchants House, 7 West George Street, Glasgow on 12th March 1996 at 10.00 am, for the purposes mentioned in Section 99 to 101 of the said Act.

In accordance with the provisions of the said Act, a list of names and addresses of the Company's Creditors will be available for inspection free of charge at W. David Robb C.A, 12/16 South Frederick Street, Glasgow, during normal business hours on the two business days prior to the date of this meeting.

By Order of the Board.

J. C. Morgan
Director

23rd February 1996

(87)

BUCHAN MEAT PRODUCERS LIMITED (In Liquidation)

Registered Office: Market Hill, Turriff, Aberdeenshire

I, Ian Patrick Souter, Chartered Accountant hereby give notice that I was appointed Interim Liquidator of Buchan Meat Producers Limited on 13th February 1996 by Interlocutor of the Sheriff at Banff.

Notice is also given that the First Meeting of Creditors of the above company will be held at The Amatola Hotel, 448 Great Western Road, Aberdeen, on Wednesday 13th March 1996 at 11.00 am for the purposes of choosing a liquidator and of determining whether to establish a Liquidation Committee.

Creditors whose claims are unsecured, in whole or in part, are entitled to attend and vote in person or by proxy providing that their claims and proxies have been submitted and accepted at the meeting or lodged beforehand at the undernoted address. A resolution will be passed when a majority in value of those voting have voted in favour of it. For the purpose of formulating claims, creditors should note that the date of commencement of the liquidation is 29th January 1996.

Ian P Souter
Interim Liquidator

Ernst & Young
50 Huntly Street
Aberdeen
21st February 1996

(33)

COMPANIES ACT 1985

NOTICE is hereby given pursuant to Section 175 of The Companies Act 1985 that Greenock Stevedoring Company Limited, having its Registered Office at 73 Union Street, Greenock has approved by a Special Resolution of the Company passed on 22nd February 1996 a payment out of capital of Seventeen Thousand and Twenty Two Pounds (£17,022.00) Sterling for the purpose of acquiring its own shares. A Statutory Declaration of the Directors of the Company in terms of Section 173(3) and the Auditor's Report required by Section 173(5) of the Companies Act, 1985 are available for inspection at the Company's Registered Office at 73 Union Street, Greenock without charge. Any creditor of Greenock Stevedoring Company Limited may, at any time within the five week period following 22nd February 1996 make application to Court for the cancellation of the Special Resolution mentioned above.

Messrs Blair & Bryden
Solicitors
27 Union Street
Greenock PA16 8DD

Agent for Greenock Stevedoring Company Limited

(86)

DIAMOND SECURITY (RETAIL) LIMITED

NOTICE is hereby given that on 6th February 1996, a Petition was presented to the Sheriff at Edinburgh by the Lord Advocate as representing Her Majesty's Commissioners of Customs & Excise, craving the Court, *inter alia* that Diamond Security (Retail) Limited, having their Registered office at 42 Moray Place, Edinburgh, be wound up by the Court and an Interim Liquidator appointed; in which Petition the Sheriff at Edinburgh by Interlocutor dated 14th February 1996 appointed all persons having an interest to lodge Answers in the hands of the Sheriff Clerk, Edinburgh within eight

days after intimation, advertisement or service; all of which Notice is hereby given.

Shepherd & Wedderburn WS
Saltire Court
20 Castle Terrace
Edinburgh
Agents for the Petitioners

(74)

DIAMOND SECURITY SERVICES LIMITED

NOTICE is hereby given that on 6th February 1996, a Petition was presented to the Sheriff at Edinburgh by the Lord Advocate as representing Her Majesty's Commissioners of Customs & Excise, craving the Court, *inter alia* that Diamond Security Services Limited, having their Registered office at 42 Moray Place, Edinburgh, be wound up by the Court and an Interim Liquidator appointed; in which Petition the Sheriff at Edinburgh by Interlocutor dated 14th February 1996 appointed all persons having an interest to lodge Answers in the hands of the Sheriff Clerk, Edinburgh within eight days after intimation, advertisement or service; all of which Notice is hereby given.

Shepherd & Wedderburn WS
Saltire Court
20 Castle Terrace
Edinburgh
Agents for the Petitioners

(72)

DOUGLAS J STEWART BUILDERS (FIFE) LIMITED

NOTICE is hereby given that on 14th February 1996 a Petition was presented to the Sheriff at Tayside Central & Fife at Cupar by the Lord Advocate as representing Her Majesty's Commissioners of Customs & Excise, craving the Court, *inter alia* that Douglas J Stewart Builders (Fife) Limited, having their Registered office at 12 St Catherine Street, Cupar, Fife, KY15 4HN be wound up by the Court and an Interim Liquidator appointed; in which Petition the Sheriff at Cupar by Interlocutor dated 14th February 1996 appointed all persons having an interest to lodge Answers in the hands of the Sheriff Clerk, Cupar within eight days after intimation, advertisement or service; all of which Notice is hereby given.

Shepherd & Wedderburn WS
Saltire Court
20 Castle Terrace
Edinburgh
Agents for the Petitioners

(75)

EASYSILVER LIMITED

(In Members' Voluntary Liquidation)

NOTICE is hereby given, pursuant to Section 94 of the Insolvency Act 1986, that a final general meeting of the above named company will be held at Ten George Street, Edinburgh EH2 2DZ on Tuesday 26th March 1996 at 10.00 am for the purpose of having a final account

laid before it showing how the winding up of the company has been conducted and the property of the company disposed of, and of hearing any explanations that may be given by the liquidator.

Members are entitled to attend in person or alternatively by proxy. A member may vote according to the rights attaching to his shares as set out in the company's Articles of Association. A resolution will if a majority in value of those voting in person or by proxy vote in favour. Proxies must be lodged with me at or before the meeting.

G Ritchie
Liquidator

Ernst & Young
Ten George Street
Edinburgh EH2 2DZ
21st February 1996

(36)

EDEN HOMES (SCOTLAND) LIMITED

NOTICE is hereby given that in a Petition presented by Harcros Timber & Building Supplies Limited on 25th January 1996 craving the Court *inter alia* to order that Eden Homes (Scotland) Limited having its registered office at Victoria Works, Mary Street, Johnstone PAS 9BT be wound up by the Court and to appoint a Provisional Liquidator and an interim Liquidator of the said Company, the Sheriff at Paisley by Interlocutor dated 25th January 1996, ordered all parties wishing to oppose to lodge Answers with the Sheriff Clerk at Paisley within eight days after intimation, service and advertisement and appointed Mr John Charles Jeffrey Readman, C.A., George House, 50 George Square, Glasgow to be Provisional Liquidator of said Company until an Interim Liquidator of the said Company is appointed or the said Petition dismissed,

J McSparran & McCormick
Solicitors

1A Maclaren Place
673 Clarkston Road
Netherlee
Glasgow G44 3RZ
Solicitors for Petitioner

(71)

Notice of Appointment of Liquidator

Creditors Voluntary Winding Up

Pursuant to section 109 of the Insolvency Act 1986

<i>Company Number:</i>	SC149550
<i>Name of Company:</i>	Excavator Sales (Scotland) Limited
<i>Nature of Business:</i>	Heavy Plant Sales
<i>Address of Registered Office:</i>	4 Atholl Crescent Perth
<i>Type of Liquidation:</i>	Creditors Voluntary
<i>Liquidators Name & Address:</i>	Bryan Alan Jackson Pannell Kerr Forster 78 Carlton Place Glasgow G5 9TH

Office Holder Number: 115
 By whom Appointed: The Creditors
 Bryan Alan Jackson
 Liquidator
 21st February 1996 (24)

craving the Court, *inter alia* that Finchzone Limited, having their Registered office at 53 George IV Bridge, Edinburgh, be wound up by the Court and an Interim Liquidator appointed; in which Petition the Sheriff at Edinburgh by Interlocutor dated 14th February 1996 appointed all persons having an interest to lodge Answers in the hands of the Sheriff Clerk, Edinburgh within eight days after intimation, advertisement or service; all of which Notice is hereby given.

Shepherd & Wedderburn WS
 Saltire Court
 20 Castle Terrace
 Edinburgh
 Agents for the Petitioners (78)

The Insolvency Act 1986
 Company Limited by Shares
 Extraordinary Resolution

EXCAVATOR SALES (SCOTLAND) LIMITED

AT an Extraordinary General Meeting of the above named Company, duly convened and held within the offices of Pannell Kerr Forster, 78 Carlton Place, Glasgow G5 9TH, on 21st February 1996, the subjoined Extraordinary Resolution was duly passed:

RESOLUTION

"That the company cannot, by reason of its liabilities, continue to carry on business, and that Bryan Alan Jackson, Chartered Accountant, Pannell Kerr Forster, 78 Carlton Place, Glasgow, be appointed Liquidator of the company."

Ga-in Catto
 Director (25)

FIFE TELECOM LIMITED

NOTICE is hereby given that on 13th February 1996 a Petition was presented to the Sheriff at Tayside Central & Fife at Kirkcaldy by the Lord Advocate as representing Her Majesty's Commissioners of Customs & Excise, craving the Court, *inter alia* that Fife Telecom Limited, having their Registered office at Unit 5, Mitchelston Drive, Mitchelston Industrial Estate, Kirkcaldy, KY1 3NF Fife be wound up by the Court and an Interim Liquidator appointed; in which Petition the Sheriff at Tayside Central & Fife at Kirkcaldy by Interlocutor dated 13th February 1996 appointed all persons having an interest to lodge Answers in the hands of the Sheriff Clerk, Kirkcaldy within eight days after intimation, advertisement or service; all of which Notice is hereby given.

Shepherd & Wedderburn WS
 Saltire Court
 20 Castle Terrace
 Edinburgh
 Agents for the Petitioners (80)

FINCHZONE LIMITED

NOTICE is hereby given that on 2nd February 1996, a Petition was presented to the Sheriff at Edinburgh by the Lord Advocate as representing Her Majesty's Commissioners of Customs & Excise,

FOREST MACHINERY IMPORTERS SCOTLAND LIMITED
 (In Liquidation)

NOTICE is hereby given that, pursuant to section 105 of the Insolvency Act 1986 and Rule 4.13 of the Insolvency (Scotland) Rules 1986, meetings of the company and of the creditors will be held at 11.45 am and 12 noon respectively on Friday, 29th March 1996, within the offices of Wallace & Company, Chartered Accountants, 117 Cadzow Street, Hamilton, ML3 6HP for the purpose of receiving an account of the Liquidator's acts and dealings and of the conduct of the winding up during the years to 23rd September 1994 and 23rd September 1995.

Notice is also given, pursuant to Section 106 of the Insolvency Act 1986 that the final meetings of the members and of the creditors will be held on the same day at 11.45 am and 12 noon respectively for the purpose of having an account laid before them showing how the winding up has been conducted and the property of the company has been disposed of and of hearing any explanations that may be given by the Liquidator.

Robert C Wallace, CA, MSPI
 Liquidator

Wallace & Company
 110 cadzow Street
 Hamilton ML3 6HP
 22nd February 1996 (47)

FORTH TYRE AND EXHAUSTS LIMITED
 (In Liquidation)

I, Graham Ritchie, Chartered Accountant, Ten George Street, Edinburgh EH2 2DZ, hereby give notice pursuant to Rule 4.19 of the Insolvency (Scotland) Rules 1986 that I was appointed liquidator of Forth Tyre and Exhausts Limited by resolution of the First Meeting of Creditors held on 20th February 1996. A liquidation committee was not established. Accordingly, I hereby give notice that I do not intend to summon a further meeting for the purpose of establishing a liquidation committee unless one tenth in value of the creditors require me to do so in terms of Section 142(3) of the Insolvency Act 1986. All creditors who have not already done so are required to lodge their claims with me by 31st March 1996.

G Ritchie
 Liquidator

Ten George Street
 Edinburgh EH2 2DZ
 20th February 1996 (38)

HAZELDEAN HOLIDAYS LIMITED

(In Members' Voluntary Liquidation)

NOTICE is hereby given pursuant to Section 94 of the Insolvency Act 1986 that a general meeting of the members of the above named company will be held at 28 Alva Street, Edinburgh, on Friday 22nd March 1996 at 10.30 am for the purpose of having an account laid before the meeting showing how the winding up of the company and the property of the company has been disposed of and of hearing any explanations that may be given by the liquidator.

T Richie Campbell
Liquidator

T Hunter Thomson & Co
28 Alva Street
Edinburgh EH2 4QF
22nd February 1996

(89)

Bryce Luke Findlay, Chartered Accountant, 5 Balvicar Street, Queens Park, Glasgow to be Provisional Liquidator of the Company in terms of the Insolvency Act 1986 with all the usual powers necessary for the interim preservation of the Company's assets and particularly the powers contained in paragraphs 4 and 5 of Part II of Schedule 4 of said Act, and that until a Liquidator is appointed or the Petition dismissed.

Of all which intimation is hereby given.

David A Galloway
Solicitor for Petitioners

J E Marr & Co
82 Mitchell Street
Glasgow
23rd February 1996

(91)

KILMARNOCK DOMESTICS LIMITED

NOTICE is hereby given that on 6th February 1996 a Petition was presented to the Sheriff at Ayr by the Lord Advocate as representing Her Majesty's Commissioners of Customs & Excise, craving the Court, *inter alia* that Kilmarnock Domestic Limited, having their Registered office at Nile Court, High Street, Ayr KA7 1PR be wound up by the Court and an Interim Liquidator appointed; in which Petition the Sheriff at Ayr by Interlocutor dated 7th February 1996 appointed all persons having an interest to lodge Answers in the hands of the Sheriff Clerk, Ayr within eight days after intimation, advertisement or service; all of which Notice is hereby given.

Shepherd & Wedderburn WS
Saltire Court
20 Castle Terrace
Edinburgh
Agents for the Petitioners

(79)

LESMOND LIMITED

(In Liquidation)

I, Graham Ritchie, Chartered Accountant, Ten George Street, Edinburgh EH2 2DZ, hereby give notice pursuant to Rule 4.19 of the Insolvency (Scotland) Rules 1986 that I was appointed liquidator of Lesmond Limited by resolution of the First Meeting of Creditors held on 20th February 1996. A liquidation committee was not established. Accordingly, I hereby give notice that I do not intend to summon a further meeting for the purpose of establishing a liquidation committee unless one tenth in creditors require me to do so in terms of Section 142(3) of the Insolvency Act 1986. All creditors who have not already done so are required to lodge their claims with me by 31st March 1996.

G Ritchie
Liquidator

Ten George Street
Edinburgh EH2 2DZ
20th February 1996

(35)

LANGSIDE FINANCE AND INVESTMENT LIMITED

(In Liquidation)

NOTICE is hereby given that Langside Finance and Investment Limited, having their Registered Office at 142 St Vincent Street, Glasgow have presented a Petition to the Sheriff of Glasgow and Strathkelvin at Glasgow craving (1) that the Company be wound up by the Court and an Interim Liquidator appointed, and (2) that a Provisional Liquidator be appointed, and with ancillary craves. Having considered the Petition, the Sheriff, by Interlocutor dated 15th February 1996 appoints a copy of the Petition and of the Deliverance to be intimated on the Walls of the Sheriff Court, Glasgow, and further appoints notice of the import of the Petition and the Deliverance to be advertised once in *The Edinburgh Gazette* and *The Herald* newspaper and ordains any persons interested, if they intend to show cause why the prayer of the Petition should not be granted, to lodge Answers thereto in the hands of the Sheriff Clerk at 1 Carlton Place, Glasgow, within 8 days after such intimation, service or advertisement, under certification, and further appoints

MATTHEW PROPERTY COMPANY LIMITED

(In Liquidation)

NOTICE is hereby given, pursuant to Section 146 of the Insolvency Act 1986, that the Final General Meeting of the Creditors of the above Company will be held at George House, 50 George Square, Glasgow, G2 1RR on 29th March 1996 at 10.30 am to receive my report on the winding up and determine whether or not I should be released as liquidator.

Creditors are entitled to attend in person or alternatively by proxy. A creditor may vote only if his claim has been submitted to me and that claim has been accepted in whole or in part. A resolution will be passed only if a majority in value of those voting in person or by proxy vote in favour. Proxies and claims must be lodged with me at or before the meeting.

J C J Readman
Liquidator

22nd February 1996

(48)

MICHELE MATTEO DEVELOPMENT COMPANY LIMITED

(In Liquidation)

NOTICE is hereby given, pursuant to Section 146 of the Insolvency Act 1986, that the Final General Meeting of the Creditors of the above Company will be held at George House, 50 George Square, Glasgow, G2 1RR on 29th March 1996 at 10.30 am to receive my report on the winding up and determine whether or not I should be released as liquidator.

Creditors are entitled to attend in person or alternatively by proxy. A creditor may vote only if his claim has been submitted to me and that claim has been accepted in whole or in part. A resolution will be passed only if a majority in value of those voting in person or by proxy vote in favour. Proxies and claims must be lodged with me at or before the meeting.

J C J Readman
Liquidator

22nd February 1996

(49)

NOBLEDIRECT MAINTENANCE ENGINEERING LIMITED

(In Liquidation)

NOTICE is hereby given that on 16th February 1996, Gordon Malcolm MacLure, Kidsons Impey, Chartered Accountants, 11 Albyn Place, Aberdeen, was appointed Interim Liquidator of Nobledirect Maintenance Engineering Limited by Interlocutor of the Sheriff of Grampian, Highland and Islands at Aberdeen.

Pursuant to Section 138(4) of the Insolvency Act 1986 and Rule 4.12 of the Insolvency (Scotland) Rules 1986, the First Meeting of Creditors of the company will be held at 11 Albyn Place, Aberdeen on 13th March 1996 at 10.00 am for the purposes provided for in Sections 138(3) and 142 of the said Act.

Creditors whose claims are unsecured, in whole or in part, are entitled to attend and vote in person or by proxy providing that their claims (and proxies) have been submitted at the meeting or at the undernoted address prior to the meeting. A resolution will be passed when a majority in value of those voting have voted in favour of it. For the purpose of formulating claims creditors should note that the date of commencement of the liquidation is 24th January 1996.

Gordon Malcolm MacLure
Interim Liquidator

Kidsons Impey
Chartered Accountants
11 Albyn Place
Aberdeen
22nd February 1996

(34)

OCHIL FIRE LIMITED

Court Reference Number L1.96

A Petition having been presented on 14th February 1996 by Ochil Fire Limited, a company incorporated under the Companies Acts and having their Registered Office at 26 Gillies Drive, Broomridge, Stirling for an Order to Wind Up the said Ochil Fire Limited, the Sheriff of Tayside Central and Fife at Stirling by deliverance dated 14th February 1996 ordained any party wishing to show cause why

the prayer of the Petition should not be granted to lodge Answers thereto in the hands of the Sheriff Clerk at Viewfield Place, Stirling within eight days after intimation, service or advertisement and in the meantime appointed James Douglas Anderson, Licensed Insolvency Practitioner, 5 Balvicar Street, Glasgow to be Provisional Liquidator of the said Ochil Fire Limited.

Craig Dunbar
Solicitor

Mitchells Robertson
George House
36 North Hanover Street
Glasgow G1 2AD
Solicitor for Petitioners

(93)

S.A.R. TECHNOLOGIES LIMITED

(In Provisional Liquidation)

NOTICE is hereby given that on 20th February 1996 a Petition was presented to the Sheriff of Glasgow & Strathkelvin at Glasgow by S.A.R. Technologies Limited incorporated under the Companies Act and having its registered office at 78 Carlton Place, Glasgow craving the court *inter alia*, that the said S. A. R. Technologies Limited be wound up by the Court and that a Liquidator be appointed, and that in the meantime Thomas Dyer, Chartered Accountant of Wallace Craigie House, 57 Blackcroft, Dundee be appointed as Provisional Liquidator of the said Company; in which Petition the Sheriff of Glasgow & Strathkelvin by Interlocutor dated 20th February 1996 appointed all persons having an interest to lodge Answers in the hands of the Sheriff Clerk at Glasgow within 8 days after intimation, advertisement or service; and appointed said Thomas Dyer to be Provisional Liquidator of the said Company and authorised him to exercise the powers contained in Paragraphs 4 and 5 of Schedule 4 of the Insolvency Act 1986; of all of which notice is hereby given.

G. W. T. Murphy
Solicitor

64 Murray Place
Stirling
Agent for Petitioner
23rd February 1996

(94)

Insolvency Act 1986

SELECT PERSONNEL SERVICES (ABERDEEN) LIMITED

(In Liquidation)

I, Michael J M Reid CA, 40 Carden Place, Aberdeen AB1 1UP, hereby give notice in accordance with The Insolvency (Scotland) Rules 1986, that, by an Interlocutor issued by the Sheriff at Aberdeen on 5th February 1996, I was appointed Liquidator of the above Company.

Creditors whose claims are unsecured in whole or in part are invited to submit their claims with me at the address below.

Michael J M Reid CA
Liquidator

Meston Reid & Co
40 Carden Place
Aberdeen AB1 1UP
21st February 1996

(69)

Notice of Appointment of Liquidator
Members Voluntary Winding Up

Pursuant to section 109 of the Insolvency Act 1986

Company Number: SC0009944
Name of Company: Wm Low & Company Plc
Nature of Business: Dormant
Address of Registered Office: Baird Avenue
Dryburgh Industrial Estate
Dundee DD2 3XF
Type of Liquidation: Members Voluntary
Liquidators Name & Address: Anthony Victor Lomas
Price Waterhouse
No 1 London Bridge
London SE1 9QL
Office Holder Number: 7240
Date of Appointment: 21st February 1996
By whom Appointed: The Members

Anthony Victor Lomas
Liquidator

21st February 1996

(21)

Number of Company: SC 9944

The Companies Act 1985

Special Resolution of

WM LOW & COMPANY PLC

Passed 21st February 1996

AT an Extraordinary General Meeting of Wm Low & Company Plc held at Tesco House, Delamare Road, Cheshunt, Waltham Cross EN8 9SL on 21st February 1996 the following special resolution was passed:

'That the company be wound up as a members' voluntary liquidation and that Anthony Victor Lomas of Price Waterhouse, No 1 London Bridge, London SE1 9OL is hereby appointed as its liquidator.

Rowley Stuart
Chairman of the meeting

(22)

WM LOW & COMPANY PLC

(In Members' Voluntary Liquidation)

Company number: SC0009944

Notice to the Creditors of Wm Low & Company Plc

ON 21st February 1996 the above company was placed in members' voluntary liquidation and Anthony Victor Lomas of Price

Waterhouse, No. 1 London Bridge, London SE1 9OL was appointed liquidator by the shareholders.

The liquidator gives notice under the provisions of Rule 4.182A of the Insolvency Rules 1986 that the creditors of the company must send details, in writing, of any claim against the company to the liquidator, at Price Waterhouse, No. 1 London Bridge, London SE1 9OL by 31st March 1996 which is the last day for proving claims. The liquidator also gives notice that he will then make a final distribution to creditors and that a creditor who does not make a claim by the date mentioned will not be included in the distribution.

The company is able to pay all its known creditors in full.

A V Lomas
Liquidator

21st February 1996

(23)

Bankruptcy (Scotland) Act 1985 as amended

paragraph 4(1) of Schedule 2A

Sequestration of the Estate of

PETER ANDREW

A certificate for the summary administration of the sequestrated estate of Peter Andrew, 43 Mountblow Road, Dalmeir, Clydebank G81 4NH was granted by the sheriff at Dumbarton on Monday 19th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Permanent Trustee on the sequestrated estate.

Please note that the date of sequestration is Wednesday 14th February 1996.

G Leslie Kerr
Accountant in Bankruptcy
Permanent Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(52)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of

ANN ELIZABETH ASHURST

THE Estate of Ann Elizabeth Ashurst, Culter Allers Cottage, Coulter, Biggar ML12 6QB trading as MSL Moto - X, Coulter Allers Cottage, Coulter, Biggar was sequestrated by the sheriff at Lanark on Monday 29th January 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to Robert Fleming Esq CA, Messrs J F Miller & Co, 66 Kyle Street, Ayr KA7 1RZ, the agent acting on behalf of the Accountant in Bankruptcy in this sequestration.

For the purpose of formulating claims, creditors should note that the date of sequestration is Monday 29th January 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(64)

For the purpose of formulating claims, creditors should note that the date of sequestration is Thursday 25th January 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(45)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of

WILLIAM ROBERT BELL

THE Estate of William Robert Bell, 4 Spinners Wynd, Tillicoultry FK13 6RL trading as William Bell Contracts and Plant Hire, Unit 15 Back'o'Hill Industrial Estate, Stirling was sequestrated by the sheriff at Alloa on Friday 16th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to Drew M Kennedy Esq CA, Messrs Morris & Young, 6 Atholl Crescent, Perth PH1 5JN, the agent acting on behalf of the Accountant in Bankruptcy in this sequestration.

For the purpose of formulating claims, creditors should note that the date of sequestration is Friday 16th February 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(61)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of

JOHN T BREINGAN

THE Estate of John T Breingan, 320 Langside Road, Crosshill, Glasgow trading as Thomson Auto Electrics, 320 Langside Road, Crosshill, Glasgow was sequestrated by the sheriff at Glasgow on Monday 19th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to the Accountant in Bankruptcy, Case Management Section, Haymarket House (6th Floor), 7 Clifton Terrace, Edinburgh EH12 5DR.

For the purpose of formulating claims, creditors should note that the date of sequestration is Wednesday 24th January 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(55)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of

T H BRODIE

THE Estate of T H Brodie, 14 Rigg Crescent, Holmhead, Cumnock was sequestrated by the sheriff at Ayr on Thursday 15th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to the Accountant in Bankruptcy, Case Management Section, Haymarket House (6th Floor), 7 Clifton Terrace, Edinburgh EH12 5DR.

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of

ELIZABETH CAMPBELL

THE Estate of Elizabeth Campbell, 42 Aird Avenue, Auchinleck was sequestrated by the sheriff at Ayr on Thursday 8th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to Robert L Forbes Esq CA, Messrs D M Campbell & Co, 33 Castle Street, Dumfries DG1 1DL, the agent acting on behalf of the Accountant in Bankruptcy in this sequestration.

For the purpose of formulating claims, creditors should note that the date of sequestration is Thursday 8th February 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(41)

For the purpose of formulating claims, creditors should note that the date of sequestration is Wednesday 10th January 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(56)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of
JOHN CHARLES CARROLL-BURKE

THE Estate of John Charles Carroll-Burke, 27B Balfour Street, Alloa FK10 1RU was sequestrated by the sheriff at Alloa on Friday 16th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to the Accountant in Bankruptcy, Case Management Section, Haymarket House (6th Floor), 7 Clifton Terrace, Edinburgh EH12 5DR.

For the purpose of formulating claims, creditors should note that the date of sequestration is Friday 16th February 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(58)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of
WILMA CONROY

THE Estate of Wilma Conroy, Gleniffer House, Glenpatrick Road, Elderslie was sequestrated by the sheriff at Paisley on Thursday 15th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to Submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to the Accountant in Bankruptcy, Case Management Section, Haymarket House (6th Floor), 7 Clifton Terrace, Edinburgh EH12 5DR.

For the purpose of formulating claims, creditors should note that the date of sequestration is Wednesday 10th January 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(57)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of
PAUL CONROY

THE Estate of Paul Conroy, Gleniffer House, Glenpatrick Road, Elderslie was sequestrated by the sheriff at Paisley on Thursday 15th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to the Accountant in Bankruptcy, Case Management Section, Haymarket House (6th Floor), 7 Clifton Terrace, Edinburgh EH12 5DR.

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of
WILLIAM MILNE CUNNINGHAM

THE Estate of William Milne Cunningham, 49 Braidley Crescent, Whitehills 8, East Kilbride G75 8FA was sequestrated by the sheriff at Hamilton on Tuesday 20th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to David J Hill Esq CA, Messrs BDO Young Hayward, 64 Dalblair Road, Ayr KA7 1UH, the agent acting on behalf of the Accountant in Bankruptcy in this sequestration.

For the purpose of formulating claims, creditors should note that the date of sequestration is Tuesday 20th February 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(63)

For the purpose of formulating claims, creditors should note that the date of sequestration is Tuesday 20th February 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(62)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of

MARY DEAS

THE Estate of Mary Deas, 560 Kinfaus Drive, Flat O/R, Glasgow G15 7NN was sequestrated by the sheriff at Glasgow on Monday 19th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to Kenneth M Stewart Esq CA, Messrs K M Stewart & Co, 7 Royal Crescent, Glasgow G3 7SL, the agent acting on behalf of the Accountant in Bankruptcy in this sequestration.

For the purpose of formulating claims, creditors should note that the date of sequestration is Wednesday 24th January 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(59)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of

ALISTAIR FERGUSON

THE Estate of Alistair Ferguson, 7 Deantown Drive, Whitecraig, Musselburgh EH21 8NT was sequestrated by the sheriff at Haddington on Tuesday 20th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to the Accountant in Bankruptcy, Case Management Section, Haymarket House (6th Floor), 7 Clifton Terrace, Edinburgh EH12 5DR.

For the purpose of formulating claims, creditors should note that the date of sequestration is Tuesday 20th February 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(44)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of

IRENE DOGA

THE Estate of Irene Doga, 109 Trondheim Parkway, Dunfermline, Fife KY11 4JR was sequestrated by the sheriff at Dunfermline on Tuesday 20th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to Eileen Blackburn CA, Messrs Anderson & Menzies, Denny Work Space, Carron Bank Crescent, Denny FK6 6DW, the agent acting on behalf of the Accountant in Bankruptcy in this sequestration.

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of

MS JAQUELINE ANN FOX

THE Estate of Ms Jaqueline Ann Fox, 1 Jeaniestown Cottages, Bow of Fife, Ladybank, Fife KY1 57SJ was sequestrated by the sheriff at Cupar on Tuesday 20th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to David A S Gellatly Esq CA, M/s Miller MacIntyre & Gellatly, 20 Reform Street, Dundee DD1 1RQ, the agent acting on behalf of the Accountant in Bankruptcy in this sequestration.

For the purpose of formulating claims, creditors should note that the date of sequestration is Tuesday 20th February 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(42)

Please note that the date of sequestration for creditors claims was 10th January 1996.

Any creditor known to the Interim Trustee will be notified of the date, time and place of the statutory Meeting of Creditors to elect a Permanent Trustee.

Cameron K Russell
Interim Trustee

Kidsons Impey
274 Sauchiehall Street
Glasgow G2 3EH

(27)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of

DAWOOD GULZAR

THE Estate of Dawood Gulzar, 47 Orchard Drive, Giffnock, Glasgow was sequestrated by the sheriff at Paisley on Thursday 15th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to Kenneth G Le May Esq CA, Messrs Thomas Smith & Fraser, 4 High Street, Oban PA34 4BG, the agent acting on behalf of the Accountant in Bankruptcy in this sequestration.

For the purpose of formulating claims, creditors should note that the date of sequestration is Thursday 25th January 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(60)

Sequestration of the Estate of

WILLIAM JOHN LOGIE

THE Estate of William John Logie, residing at 3 Chester Grove, Bomyrigg, Midlothian was sequestrated in the Court of Session on 15th February 1996 and T Ritchie Campbell, Chartered Accountant, 28 Alva Street, Edinburgh, EH2 4QF, has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting account or vouchers, to the Interim Trustee. For the purposes of formulating claims creditors should note that the date of sequestration is 23rd January 1996.

Any creditor known to the Interim Trustee will be notified of the date, time and place of the Statutory Meeting of Creditors to elect a Permanent Trustee.

T Ritchie Campbell
Interim Trustee

T Hunter Thomson & Co
28 Alva Street
Edinburgh EH2 4QF
22nd February 1996

(88)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of

VIOLET AGNES MANDLA

THE Estate of Violet Agnes Mandla, Bellrock, 32 Ladyloan, Arbroath, Angus DD11 1PW trading as Gregory S. Mandla & Violet A. Mandla, Bellrock, 32 Ladyloan, Arbroath, Angus DD11 1PW was sequestrated by the sheriff at Arbroath on Tuesday 13th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to Edward D McGhee Esq CA, Messrs Walkers, 16-18 Weir Street, Falkirk FK1 1RA, the agent acting on behalf of the Accountant in Bankruptcy in this sequestration.

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of

JOHN JOSEPH KINLOCH

THE Estate of John Joseph Kinloch, 10 Hopeman, North Bar, Erskine PA8 5EU was sequestrated by Interlocutor of the sheriff of North Strathclyde at Paisley on 15th February 1996 and Cameron K Russell, Kidsons Impey, 274 Sauchiehall Street, Glasgow G2 3EH has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to the Interim Trustee.

For the purpose of formulating claims, creditors should note that the date of sequestration is Friday 12th January 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(51)

acting on behalf of the Accountant in Bankruptcy in this sequestration.

For the purpose of formulating claims, creditors should note that the date of sequestration is Tuesday 20th February 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(54)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of
MATTHEW MCCONNEL

THE Estate of Matthew McConnel, 85 Convinton Road, Thankerton, Biggar was sequestrated by Interlocutor of the sheriff of South Strathclyde Dumfries and Galloway at Lanark on 12th February 1996 and Cameron K Russell, Kidsons Impey, 274 Sauchiehall Street, Glasgow G2 3EH has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to the Interim Trustee.

Please note that the date of sequestration for creditors claims was 23rd January 1996.

Any creditor known to the Interim Trustee will be notified of the date, time and place of the statutory Meeting of Creditors to elect a Permanent Trustee.

Cameron K Russell
Interim Trustee

Kidsons Impey
274 Sauchiehall Street
Glasgow G2 3EH

(20)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of
IRENE MCNEIL OR CAMERON

THE Estate of Irene McNeil or Cameron, 69 Cherrybank Road, Merrilee, Glasgow G43 was sequestrated by the sheriff at Glasgow on Tuesday 16th January 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to Graham C Tough Esq CA, Martin Aitken & Co, 1 Royal Terrace, Glasgow G3 7NT, the agent acting on behalf of the Accountant in Bankruptcy in this sequestration.

For the purpose of formulating claims, creditors should note that the date of sequestration is Tuesday 16th January 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(43)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of
WILLIAM MCGLONE

THE Estate of William McGlone, 10G Adamson Court, Lochee, Dundee DD2 3EF was sequestrated by the sheriff at Dundee on Tuesday 20th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to Morris M Duncan Esq CA, Messrs Duncan Young & Co, 209 High Street, Burntisland KY3 9AE, the agent

Bankruptcy (Scotland) Act 1985 as amended

paragraph 4(1) of Schedule 2A

Sequestration of the Estate of

CATHERINE MCINULTY OR GRAHAM

A certificate for the summary administration of the sequestrated estate of Catherine McInulty or Graham, 38 Hillview Drive, Blantyre was granted by the sheriff at Hamilton on Monday 19th February 1996 and G Leslie Kerr, Accountant in Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Permanent Trustee on the sequestrated estate.

Please note that the date of sequestration is Wednesday 14th February 1996.

G Leslie Kerr
Accountant in Bankruptcy
Permanent Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(53)

Sequestration of
MAURICE MILLIGAN

THE Estate of Maurice Milligan, trading as Beeches, having a place of business and currently residing at Cargenbridge, Dumfries, DG2 8LW, was sequestrated by the Sheriff at Dumfries Sheriff Court on 22nd February 1996 (Date of Warrant to Cite being 30th January 1996) and Robert Lindsay Forbes, C.A., 33 Castle Street, Dumfries has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any creditor of the debtor named above is invited to submit his Statement of Claim in the prescribed form with any supporting Accounts or vouchers to the Interim Trustee.

Any creditor known to the Interim Trustee will be notified of the date, time and place of the Statutory Meeting of Creditors to elect a Permanent Trustee.

R. L. Forbes CA
Interim Trustee

D. M. Campbell & Co CA
33 Castle Street
Dumfries DG1 1DL
22nd February 1996

(39)

Sequestration of the Estate of
DAVID WOOD REID

The Estate of David Wood Reid, residing at 10 Rosehall Terrace, Falkirk, FK1 1PY, was sequestrated by the Sheriff of Tayside Central & Fife at Falkirk on 19th February 1996, and George Douglas Laing, FSPI, FIPA, CA, of Dalziel House, 7 Claremont Terrace, Glasgow, G3 7XR has been appointed by the Court on 19th February 1996 to act as Interim Trustee on the sequestrated estate.

Any creditor of the debtor named above is invited to submit his statement of claim in the prescribed form with any supporting accounts or vouchers to the Interim Trustee. For the purpose of formulating claims, creditors should note that the date of sequestration is 19th February 1996.

Any creditor known to the Interim Trustee will be notified of the date, time and place of the statutory meeting of creditors to elect a Permanent Trustee.

G. Douglas Laing FSPI, CA
Interim Trustee

Daniel House
7 Claremont Terrace
Glasgow G3 7XR
21st February 1996

(81)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of
ERIC CRAIG STEWART

THE Estate of Eric Craig Stewart, 8 Moray Street, Battlefield, Glasgow was sequestrated by Lord Rodger at the Court of Session on 1st February 1996 and Duncan Donald McGruther, Grant Thornton, Chartered Accountants, 112 West George Street, Glasgow G2 1QF has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to the Interim Trustee.

Any creditor known to the Interim Trustee will be notified of the date, time and place of the statutory Meeting of Creditors to elect a Permanent Trustee.

For the purpose of formulating claims, creditors should note that the date of sequestration is 19th December 1995.

D D McGruther
Interim Trustee

14th February 1996

(83)

Bankruptcy (Scotland) Act 1985 As Amended: Section 15(b)

Sequestration of the Estate of
IAN TAWSE

Residing at The Cottage, The Street, Balnacroft, Crathie, Ballater THE Estate of Ian Tawse, residing at The Cottage, The Street, Balnacroft, Crathie, Ballater was Sequestrated by the Sheriff at Aberdeen on 7th February 1996 and Michael James Meston Reid, C.A., Meston Reid & Co, 40 Carden Place, Aberdeen, AB1 1UP was appointed by the Court to act as Interim Trustee on the Sequestrated Estate.

Any Creditor of the Debtor named above is invited to submit a Statement of Claim in the prescribed Form, together with any supporting Accounts or Vouchers to the Interim Trustee. For the purposes of formulating Claims, Creditors should note that the date of Sequestration is 15th December 1995.

Any Creditor known to the Interim Trustee will be notified of the date, time and place of the Statutory Meeting of Creditors to elect the Permanent Trustee.

Michael J M Reid CA
Interim Trustee

Meston Reid & Co
40 Carden Place
Aberdeen AB1 1UP
19th February 1996

(70)

Bankruptcy (Scotland) Act 1985 as amended; Section 15(6)

Sequestration of the Estate of
MR ALLAN WRIGHT

THE Estate of Mr Allan Wright, residing at The Stables, Castle Douglas was sequestrated by the sheriff at Kirkcudbright on Thursday 15th February 1996 and G Leslie Kerr, Accountant in

Bankruptcy, Strategy House, 3 Cables Wynd, Leith, Edinburgh EH6 6DT has been appointed by the Court to act as Interim Trustee on the sequestrated estate.

Any Creditor of the debtor named above is invited to submit his statement of claim in the prescribed form, with any supporting accounts or vouchers, to Robert C Wallace Esq CA, Messrs Wallace & Co., 110 Cadzow Street, Hamilton ML3 6HP, the agent acting on behalf of the Accountant in Bankruptcy in this sequestration.

For the purpose of formulating claims, creditors should note that the date of sequestration is Monday 5th February 1996.

G Leslie Kerr
Accountant in Bankruptcy
Interim Trustee

Accountant in Bankruptcy
Strategy House
3 Cables Wynd
Leith
Edinburgh EH6 6DT

(65)

Bankruptcy (Scotland) Act 1985: Schedule 5, paragraph 5(3)

Trust Deed for Creditors by

DOUGLAS McFERN

A trust deed has been granted by Douglas McFERN, The Bungalow, Barnbarroch Farm, Dalbeattie, Kirkcudbrightshire on 19th February 1996 conveying to the extent specified in Section 5(4A) of the Bankruptcy (Scotland) Act 1985 his estate to me, Brian Johnstone, B.Sc. C.A., Manson & Partners, 51 Rae Street, Dumfries DG1 1JD as trustee for the benefit of his creditors generally.

If a creditor wishes to object to the trust deed for the purposes of preventing it becoming a protected trust deed (see notes below on the objections required for that purpose) notification of such objection must be delivered in writing to the trustee within 5 weeks of the date of publication of this Notice in *The Edinburgh Gazette*.

Notes:

The trust deed will become a protected trust deed unless, within the period of 5 weeks of the date of publication of this Notice in *The Edinburgh Gazette*, a majority in number or not less than one third in value of the creditors notify the trustee in writing that they object to the trust deed and do not wish to accede to it.

The effect of this is that paragraphs 6 and 7 of Schedule 5 to the Act will apply to the trust deed. Briefly, this has the effect of restricting the rights of non-acceding creditors to do diligence (i.e. to enforce court decrees for unpaid debts) against the debtor and confers certain protection upon the trust deed from being superseded by the sequestration of the debtor's estate.

Brian Johnstone B.Sc. C.A.
Trustee

Manson & Partners
51 Rae Street
Dumfries DG1 1JD
21st February 1996

(40)

Notice by Trustee under a Trust Deed for the Benefit of Creditors

Bankruptcy (Scotland) Act 1985 Section 5, Paragraph 5(a)

Trust Deed for Creditors by

MRS LILLIAS ROBERTS

A Trust Deed has been granted by Lillias Roberts, formerly t/a The Sewing Box, Kingdom Centre, Glenrothes, and residing at 42 Ryan Road, Glenrothes, Fife on 21st February 1996 conveying (to the extent specified in Section 5(4A) of the Bankruptcy (Scotland) Act 1985 her estate to me, Eileen Blackburn, CA, Anderson & Menzies, 3 High Street, Kinross, KY13 7AW, as Trustee for the benefit of her creditors generally.

If a creditor wishes to object to the Trust Deed for the purposes of preventing it becoming a Protected Trust Deed (see notes on the objections required for that purpose) notification of such objection must be delivered in writing to the Trustee within 5 weeks of the date of publication of this notice in *The Edinburgh Gazette*.

Notes

The Trust Deed will become a protected Trust Deed unless, within the period of 5 weeks of the date of publication of this notice in *The Edinburgh Gazette*, a majority in number of not less than one third in value of the creditors notify the Trustee in writing that they object to the Trust Deed and do not wish to accede to it.

The effect of this is that paragraphs 6 and 7 of Schedule 5 to the Act will apply to the Trust Deed. Briefly this has the effect of restricting the rights of non-acceding creditors to do diligence (ie to enforce Court decrees for unpaid debts) against the debtor and confers certain protection upon the Trust Deed from being superseded by the Sequestration of the debtor's estate.

Eileen Blackburn, CA
Trustee

Anderson & Menzies
3 High Street
Kinross KY13 7AW
23rd February 1996

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WITCHHILL BROILERS

NOTICE is given that with effect from 27th May 1995 Grampian Country Pork Limited, a company incorporated under the Companies Acts (no. 65321) and having its registered office at 20 Queen's Road, Aberdeen was assumed as a general partner in the firm of Witchhill Broilers, registered under the Limited Partnerships Act 1907 (partnership no. 674) and having a place of business at Witchhill Farm, Mensie, Fraserburgh ("the Limited Partnership") and that with effect from midnight on 27th May 1997 Grampian Country Food Group Limited, a company incorporated in Scotland under the Companies Acts 1985 (no. 100976) and having its registered office at 20 Queen's Road, Aberdeen resigned as a general partner in the Limited Partnership.

Iain Smith and Company
18-20 Queen's Road
Aberdeen AB1 6YT

(67)

THE EDINBURGH GAZETTE

AUTHORISED SCALE OF CHARGES FOR NOTICES AND ADVERTISEMENTS

Note: each notice is regarded as a separate advertisement

1.	Notice of Appointment of Liquidator/Receiver	£38.19	(£32.50 + VAT)
2.	Notices of Resolutions	£50.88	(£43.30 + VAT)
3.	Meeting of Members/Creditors and Notices to Creditors of Annual/ Final Meetings of Members/Creditors	£55.93	(£47.60 + VAT)
4.	Notice of Application for Winding Up by the Court	£38.78	(£33.00 + VAT)
5.	Sequestrations/Trust Deeds - all notices	£39.72	(£33.80 + VAT)
6.	Friendly Societies	£23.50	(£20.00 + VAT)
7.	Town and Country Planning (Scotland) Acts - Listed Buildings - Listed Buildings in Conservation Areas - Local Plans - Stopping Up and Conversion of Roads	£50.29	(£42.80 + VAT) for up to 5 addresses/roads
8.	“ “ “	£100.58	over 5 addresses/roads (£85.60+ VAT)
9.	Control of Pollution Acts	£68.44	(£58.25 + VAT)
10.	Notices outwith the above categories will be charged at a line rate of £34.90 (£29.70 + VAT) for up to 10 lines of printed matter and an additional £13.83 (£11.77 + VAT) for each 5 lines or part of 5 lines.		

The charges under 1-4 are in respect of notices covering one company only. If notices include more than one company, in the same group of companies they will be charged as follows:-

2 to 5 companies	double the single company rate
6 to 10 companies	treble the single company rate

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