

Terms and conditions relating to submission of notices

The Gazette (which includes the London, Belfast and Edinburgh Gazette) is an official public record and the United Kingdom's longest continuously published newspaper. It is managed by The National Archives (a non-ministerial government department) under a concessionary contract with The Stationery Office Limited ('TSO' or the "Publisher", as defined below). Any capitalised terms referred to in these terms and conditions relating to submission of notices are defined below.

By placing a Notice in The Gazette you are consenting to put official information permanently on the public record and in the public domain, online (in The Gazette website or via The Gazette mobile app), in print, and via a data service (rather than by having to search for notices on The Gazette website, customers can either create a pdf of the Notices that they are interested in, or subscribe to an electronic version of The Gazette (in full or in part) which is provided as a data service).

These terms should be read in conjunction with:

1 The Publisher's privacy policy www.thegazette.co.uk/privacy

2 The Publisher's policies relating to submission of notice www.thegazette.co.uk/place-notice/policy which together govern the submission of Notices.

Advertisers, as defined below, may place a Notice in The Gazette either because there is a statutory requirement to do so, or to do so voluntarily to put information in The Gazette in order to create an official record of fact. All Advertisers must have the authority to place the notice that they submit for publishing. TSO, as the Publisher, is required to verify the authority of Advertisers who place Notices and has the authority to refuse to publish Notices from Advertisers whose authority cannot be effectively verified.

Notices received for publication usually fall under the following broad headings:

Church, Companies, Environment and Infrastructure, Health and Medicine, Honours and awards, Money, Parliament and Assemblies, People, Royal Family and State. Further information can be found at www.thegazette.co.uk.

These terms and conditions ("**Terms and Conditions**") govern submission of Notices (as defined below) to The Gazette. By submitting Notices, howsoever communicated, whether at the website www.thegazette.co.uk (the "**Website**") or by email, post and/or facsimile, the Advertiser (as defined below) agrees to be bound by these Terms and Conditions. Where the Advertiser is acting as an agent or as a representative of a principal, the Advertiser warrants that the principal agrees to be bound by these Terms and Conditions. The Publisher reserves the right to modify these Terms and Conditions at any time. Such modifications shall be effective immediately upon publication. By submitting Notices to The Gazette after the Publisher has published such modifications, the Advertiser, including any principal, agrees to be bound by the revised Terms and Conditions.

1 Definitions

1.1 In these Terms and Conditions: "**Advertiser**" means any agency, company, firm, organisation or person who has requested to place a Notice in The Gazette, whether acting on their own account or as agent or representative of a principal; "**Authorised Scale of Charges**" means the scale of charges set out at in the printed copy of the Gazette or at www.thegazette.co.uk/place-notice/pricing, as modified from time to time; "**Charges**" means the payment due for the acceptance of a Notice by the Publisher payable by the Advertiser as set out in the Authorised Scale of Charges; "**Forwarding Service**" means the service provided to use The Gazette's postal box for correspondence in order to prevent a personal address from being publicly and permanently available on the official public record. "**Local Newspaper Notice**" means any notice placed in a local newspaper other than The Gazette; "**Notice**" means all advertisements and state, public, legal or other notices (without limitation) submitted for potential publication in The Gazette by the Advertiser, save in respect of any Local Newspaper Notice, to which other terms may apply where indicated in these Terms and Conditions; "**Publisher**" means The Stationery Office Limited or TSO, with registered company number 03049649, acting in accordance with the concessionary contract awarded by The National Archives.

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

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

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

3 The Publisher reserves the right, to be exercised at its sole and absolute discretion, to make reasonable efforts to verify the validity of the Advertiser.

4 The Publisher may, at its sole and absolute discretion edit the Notice, subject to the following restrictions:

4.1 the sense of the Notice submitted by the Advertiser will not be altered;

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

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

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

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

4.6 subject to clause 5 below, no amendments to the text (other than those made as a consequence of 4(i) – (v) above) shall be made without confirmation from the Advertiser.

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

5 The Advertiser accepts that it submits a Notice entirely at its own risk and that the Publisher shall have the sole and absolute discretion whether to accept a Notice for publication; whether to publish it (including after acceptance); the timing of any publication of a Notice; or whether to remove or withdraw the Notice after publication, such decision to be final. The Advertiser must satisfy itself as to the legal, statutory and/or procedural requirements and accuracy relating to any Notice and, for the avoidance of doubt, the Publisher shall have the sole and absolute discretion to refuse to publish or withdraw from publication (if already published) any Notices where the content of the Notice, in the Publisher's sole and absolute opinion, may not comply with any such requirements. In instances where publication has not yet taken place, the Publisher shall notify the Advertiser of any action required to remedy any deficiency and publication shall not take place until the Publisher is satisfied that such action has been taken by the Advertiser. Where publication has taken place the Notice placer will be contacted with the proposed remedy which may include, but is not limited to, removal, reinsertion, retraction or substitution notice.

6 Save for any liability that cannot be excluded or restricted by law, The National Archives or the Publisher's (including any successor organisations, affiliates, officers, directors, agents, subcontractors and/or employees) total aggregate liability whether arising from the acts and/or omissions of The National Archives or the Publisher arising out of or made in connection with any Notice or otherwise for any and all liabilities, losses, damages, expenses, costs (including all interest, penalties, legal costs and other professional costs and/or expenses), whether in contract (including under an indemnity or warranty), tort (including negligence), misrepresentation, equity, breach of statutory duty, strict liability or otherwise incurred shall be limited to one hundred and fifty per cent (150%) of the value of the Charge paid for such Notice under these Terms and Conditions.

6A Other than as set out in clause 6 above, neither the Publisher, nor The National Archives, shall have any liability in respect of any act and/or omission of the Advertiser and/or any third party or in respect of any Notice submitted by any Advertiser for potential publication in The Gazette, which the Advertiser warrants and accepts is solely its responsibility.