

CVA1

Notice of voluntary arrangement taking effect



Companies House

SATURDAY



A6LVDGI8

A14

23/12/2017

#659

COMPANIES HOUSE

1 Company details

Company number 00035402

Company name in full Delta Rods (West Bromwich) Limited

→ Filling in this form
Please complete in typescript or in bold black capitals.

2 Supervisor's name

Full forename(s) Michael

Surname Rose

3 Supervisor's address

Building name/number c/o M1 Insolvency

Street Cumberland House

35 Park Row

Post town Nottingham

County/Region

Postcode NG1 6EE

Country

4 Supervisor's name ^①

Full forename(s)

Surname

① Other supervisor
Use this section to tell us about another supervisor.

5 Supervisor's address ^②

Building name/number

Street

Post town

County/Region

Postcode

Country

② Other supervisor
Use this section to tell us about another supervisor.

CVA1

Notice of voluntary arrangement taking effect

6

Date CVA took effect

Date

^d 1 ^d 5 ^m 1 ^m 2 ^y 2 ^y 0 ^y 1 ^y 7

7

Report of consideration of proposal

☒ I attach a copy of the report of consideration of the proposal

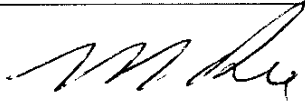
8

Sign and date

Supervisor's signature

Signature

X



X

Signature date

^d 1 ^d 8 ^m 1 ^m 2 ^y 2 ^y 0 ^y 1 ^y 7

CVA1

Notice of voluntary arrangement taking effect



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Michael Rose
Company name	M1 Insolvency
Address	Cumberland House 35 Park Row
Post town	Nottingham
County/Region	
Postcode	N G 1 6 E E
Country	
DX	
Telephone	0115 988 6288



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have attached the required documents.
- ☐ You have signed and dated the form.



Important information

All information on this form will appear on the public record.



Where to send

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The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.



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This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

**Chairman's Report to the Court on a Meeting of Creditors and Members
Pursuant to section 4 of The Insolvency Act 1986**

**In the High Court of Justice, Business and Property Courts in Birmingham, Insolvency
and Companies List (ChD)**

Re: DELTA RODS (WEST BROMWICH) LIMITED

Of: c/o M1 Insolvency, Cumberland House, 35 Park Row, Nottingham NG1 6EE

I, Michael Rose, of M1 Insolvency, Cumberland House, 35 Park Row, Nottingham NG1 6EE,
report to the Court as follows:

Approval of Proposal

On 15 December 2017 (the decision date), a Proposal for a Company Voluntary Arrangement (CVA) was considered and accepted by creditors, which incorporated the appointment of Michael Rose of M1 Insolvency, Cumberland House, 35 Park Row, Nottingham NG1 6EE, as Supervisor.

Details of the resolution proposed at the meeting and votes cast by creditors on each resolution are as follows:

Resolution 1 – That the Proposal be approved – all creditors

For the Resolution	<u>£35,978</u>	<u>100%</u>
Against the Resolution	<u>£ NIL</u>	<u>0%</u>
	<u>£35.978</u>	<u>100%</u>

In accordance with Rule 15.34 of the Insolvency (England & Wales) Rules 2016, a majority of greater than the required 75% of creditors voting (by value) approved the CVA. Details of how creditors voted are provided below.

In addition and also in accordance with Rule 15.34 of the Insolvency (England & Wales) Rules 2016, a majority greater than 50% of creditors voting (by value) but which excluded the votes of connected creditors, approved the CVA.

Resolution 1 – That the Proposals be approved – excluding connected creditors

For the Resolution	<u>£1,320</u>	<u>100%</u>
Against the Resolution	<u>£ Nil</u>	<u>0%</u>
	<u>£1,320</u>	<u>100%</u>

Detail of all creditors voting for **acceptance** :-

Proxy holder	Creditor	Amount £
R Massey	Delta Limited	34,658
S Yelland	Bostock White Limited	120
Chairman	Mr R Jones	1,200
	Total voting for acceptance:	<u>35,978</u>
	Percentage voting for acceptance:	<u>100%</u>

Details of all creditors voting for rejection :-

Proxy holder	Creditor	Amount £
--------------	----------	-------------

Total voting for rejection:	0
Percentage voting for rejection:	0%

Two creditors were present in person and one was represented by proxy

The CVA was approved.

Members' Meeting

A meeting of the Company's members was held on 15 December 2017. The following members attended the meeting either in person or by proxy and voted unanimously to approve the Company's Proposal:

Member	Shares Held
Delta Industries Limited	105,600
Total voting for acceptance:	105,600
Percentage voting for acceptance:	100%

The EC Regulation on Insolvency Proceedings applies. These proceedings are main proceedings as defined in Article 3 of the Regulation. The Company's centre of main interest is within the United Kingdom.

Dated this 15 December 2017



Michael Rose
Chair

DELTA

17 November 2017

From the directors of:

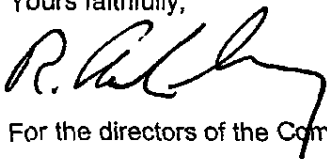
Aldway Eight Limited
Bill Switchgear Limited
Delta (DCC) Limited
Delta Enfield Limited
Johnson & Phillips Limited
Solent Repetition Limited (the "Companies")

Dear Sirs,

We enclose with this letter a proposal to place the Companies into a Company Voluntary Arrangement ("CVA").

The basis of the CVA is explained in the enclosed proposal.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'R. Kelly', is written over the typed name 'R. Kelly'.

For the directors of the Companies

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN BIRMINGHAM
INSOLVENCY AND COMPANIES LIST (ChD)**

Company	Company Number	Case Number
Aldway Eight Limited	00092565	8339 of 2017
Bill Switchgear Limited	02666983	8335 of 2017
Delta (DCC) Limited	02307789	8338 of 2017
Delta Enfield Limited	00645834	8340 of 2017
Johnson & Phillips Limited	00084968	8336 of 2017
Solent Repetition Limited	00751022	8337 of 2017
Aldway (DBB) Limited – In Members Voluntary Liquidation	00291599	None
Aldway Stamping Limited – In Members Voluntary Liquidation	00125024	None
Delta Circuit Protection And Controls Limited – In Members Voluntary Liquidation	00424512	None
Delta Metal Products Limited – In Members Voluntary Liquidation	00060471	None
Delta Rods (West Bromwich) Limited – In Members Voluntary Liquidation	00035402	None
Delta Rods Wolverhampton Limited – In Members Voluntary Liquidation	00523825	None
Deltaflow Limited – In Members Voluntary Liquidation	00751297	None
Druryway 250 Limited – In Members Voluntary Liquidation	00161905	None
Druryway One Limited – In Members Voluntary Liquidation	00215583	None
Druryway P & S Limited – In Members Voluntary Liquidation	00465948	None
Druryway PSE Limited – In Members Voluntary Liquidation	00239124	None
Druryway Samba Limited – In Members Voluntary Liquidation	00301784	None
Elkington & Co Limited – In Members Voluntary Liquidation	00093100	None
Elkington Mansill Booth Limited – In Members Voluntary Liquidation	00164541	None
Enfield Rolling Mills Limited – In Members Voluntary Liquidation	00200137	None
Lancashire Repetition Limited – In Members Voluntary Liquidation	00669457	None
Monmer Foundry Limited – In Members Voluntary Liquidation	00592831	None

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD SEEK INDEPENDENT ADVICE FROM A SOLICITOR, ACCOUNTANT OR FINANCIAL ADVISER.

This document does not constitute or form part of any offer to sell or invitation to sell or issue, or any solicitation of any offer to acquire any shares or other transferable securities in any of the Companies. Any reproduction of this document, in whole or in part, and any disclosure of its contents, except to the extent such information is otherwise publicly available, or any use of information it contains for any purpose other than considering the resolutions, is prohibited.

**ALDWAY (DBB) LIMITED
ALDWAY EIGHT LIMITED
ALDWAY STAMPING LIMITED
BILL SWITCHGEAR LIMITED
DELTA CIRCUIT PROTECTION AND CONTROLS LIMITED
DELTA (DCC) LIMITED
DELTA ENFIELD LIMITED
DELTA METAL PRODUCTS LIMITED
DELTA RODS (WEST BROMWICH) LIMITED
DELTA RODS WOLVERHAMPTON LIMITED
DELTAFLOW LIMITED
DRURYWAY 250 LIMITED
DRURYWAY ONE LIMITED
DRURYWAY P & S LIMITED
DRURYWAY PSE LIMITED
DRURYWAY SAMBA LIMITED
ELKINGTON & CO. LIMITED
ELKINGTON MANSILL BOOTH LIMITED
ENFIELD ROLLING MILLS LIMITED
JOHNSON & PHILLIPS LIMITED
LANCASHIRE REPETITION LIMITED
MONMER FOUNDRY LIMITED
SOLENT REPETITION LIMITED**

and

each of their CVA CREDITORS

COMPANY VOLUNTARY ARRANGEMENT

(Under Part 1 Insolvency Act 1986)

This document has been prepared solely to inform the CVA Creditors and Members of the Companies of a proposal for a company voluntary arrangement. Nothing in this document should be relied on for any other purpose.

Issue Date: 24 November 2017

NOTICE FROM THE NOMINEE

The Nominee for the CVA Proposal is Michael Rose of M1 Insolvency LLP, Cumberland House, 35 Park Row, Nottingham NG1 6EE.

In accordance with section 2 Insolvency Act 1986 (IA86), the Nominee has reviewed the CVA Proposal and reported to the Court that, he believes:

1. The CVA Proposal has a reasonable prospect of being approved and implemented.
2. Meetings of the Companies should be summoned to consider the CVA Proposal and notices of the CVA Creditors' decision making procedure should be sent to the CVA Creditors.
3. Virtual Meetings of the CVA Creditors of the Companies to consider the Proposal should be held at 4.00 pm on 15 December 2017.
4. Meetings of the Members of the Companies to consider the Proposal should be held at Cumberland House, 35 Park Row, Nottingham NG1 6EE at 6.00 pm on 15 December 2017.

All necessary information as to how the CVA Creditors can access the virtual meetings is included in the notices delivered to the CVA Creditors.

The Nominee is unable to warrant or represent the accuracy of any information contained in this document, or any information provided by a third party. The Nominee has not authorised any person to make any representations about the Proposal, and if such representations are made, they may not be relied on as having been authorised.

CONTENTS

1.	EXPLANATORY STATEMENT ABOUT THE PROPOSAL FOR COMPANY VOLUNTARY ARRANGEMENTS BY THE DIRECTORS AND THE LIQUIDATOR.....	1
2.	INTERPRETATION	1
3.	INTRODUCTION	6
4.	WHAT IS A CVA?	6
5.	THE DOCUMENTS PACKAGE AND KEY DATES.....	6
6.	BACKGROUND TO THE COMPANIES AND OVERVIEW OF THE PROPOSAL.....	7
7.	CVA CREDITORS	9
8.	INSURANCE.....	10
9.	ASSETS AND LIABILITIES OF THE COMPANIES	11
10.	THE PRESCRIBED PART	12
11.	SUMMARY OF THE PROPOSAL	12
12.	DURATION AND TERMINATION	13
13.	THE NOMINEE AND THE SUPERVISOR	13
14.	COMPARISON OF PROPOSED COMPANY VOLUNTARY ARRANGEMENTS TO INSOLVENCY ALTERNATIVES	15
15.	REASONS THE COMPANIES' CREDITORS MAY REASONABLY BE EXPECTED TO SUPPORT THE PROPOSAL	15
16.	CONCLUSION.....	15
17.	DIRECTORS' STATEMENT.....	15
18.	LIQUIDATOR'S STATEMENT.....	16
19.	REGULATION (EU) 2015/848 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 20 MAY 2015 ON INSOLVENCY PROCEEDINGS (RECAST).....	16
	SCHEDULE 1 - STATUTORY INFORMATION.....	17
	SCHEDULE 2 - STATEMENTS OF AFFAIRS	22
	SCHEDULE 3 - GROUP INSURANCE POLICIES.....	23
	SCHEDULE 4 - THE STANDARD CONDITIONS	26
	SCHEDULE 5 - EXTRACTS FROM IA86 AND THE RULES DEALING WITH THE REQUISITE MAJORITIES OF CREDITORS AND MEMBERS	35
	SCHEDULE 6 - INFORMATION TO CREDITORS - CHARGE-OUT RATES AND POLICY REGARDING THE RECHARGE OF DISBURSEMENTS.....	38
	SCHEDULE 7 - CREDITORS' GUIDE TO INSOLVENCY PRACTITIONERS' FEES IN COMPANY VOLUNTARY ARRANGEMENTS (UPDATED APRIL 2017).....	39

1. **EXPLANATORY STATEMENT ABOUT THE PROPOSAL FOR COMPANY VOLUNTARY ARRANGEMENTS BY THE DIRECTORS AND THE LIQUIDATOR**

(UNDER PART 1 OF THE INSOLVENCY ACT 1986 AND THE INSOLVENCY RULES (ENGLAND AND WALES) 2016)

**ALDWAY (DBB) LIMITED
ALDWAY EIGHT LIMITED
ALDWAY STAMPING LIMITED
BILL SWITCHGEAR LIMITED
DELTA CIRCUIT PROTECTION AND CONTROLS LIMITED
DELTA (DCC) LIMITED
DELTA ENFIELD LIMITED
DELTA METAL PRODUCTS LIMITED
DELTA RODS (WEST BROMWICH) LIMITED
DELTA RODS WOLVERHAMPTON LIMITED
DELTAFLOW LIMITED
DRURYWAY 250 LIMITED
DRURYWAY ONE LIMITED
DRURYWAY P & S LIMITED
DRURYWAY PSE LIMITED
DRURYWAY SAMBA LIMITED
ELKINGTON & CO. LIMITED
ELKINGTON MANSILL BOOTH LIMITED
ENFIELD ROLLING MILLS LIMITED
JOHNSON & PHILLIPS LIMITED
LANCASHIRE REPETITION LIMITED
MONMER FOUNDRY LIMITED
SOLENT REPETITION LIMITED**

2. **INTERPRETATION**

2.1 In this Proposal, the following words shall have the following meanings:

Approval Date

- 2.1.1 the date being 28 days after which each of the reports required by section 4(6) IA86 have been made to Court in respect of the CVAs, provided that no application has been filed at Court by that date under sections 4A or 6 IA86; or
- 2.1.2 if an application to the Court under sections 4A and/or 6 IA86 is made before the date specified above:
- (a) the date on which the Court makes a final order against which there is no right of appeal, the effect of which is that the Proposal shall become effective as the CVAs without material modification; or
 - (b) in the absence of such a final order, the earlier of:
 - (i) the date of any dismissal or compromise of any such application which has the effect of allowing the Proposal to proceed to becoming effective as the CVAs without material modification; and
 - (ii) the first Business Day following the expiry of the specific time limit for appeal from the determination by the Court allowing the Proposal to proceed to become effective as the CVAs without any material modification;

ADBB

Aldway (DBB) Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00291599;

AE

Aldway Eight Limited of 42-50 Hersham Road, Walton-On-Thames, Surrey KT12 1RZ with registered number 00092565;

AS

Aldway Stamping Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00125024;

BS

Bill Switchgear Limited of 42-50 Hersham Road, Walton-On-Thames, Surrey KT12 1RZ with registered number 02666983;

Business Day

any day (other than a Saturday or Sunday) on which clearing banks in London are generally open for business;

Certificate of Termination

a certificate issued by the Supervisor under **condition 13** of the Standard Conditions;

Companies

ADBB, AE, AS, BS, DCP&C, DDCC, DE, DMP, DRWB, DRW, Deltaflow, D250, DO, DP&S, DPSE, DS, E&C, EMB, ERM, J&P, LR, MF and SR;

Completion Certificate

a completion certificate issued under **paragraph 12.1.3** of the Proposal;

Connected Creditors

a CVA Creditor who is also connected with any of the Companies (as defined by section 249 IA86);

Court

a court of justice in England or Wales;

Creditors Committee

means any committee of the CVA Creditors established under the provisions of **condition 6** of the Standard Conditions;

CVAs

means the company voluntary arrangements being the subject of the Proposal;

CVA Assets

means the assets referred to in **paragraph 9.3.1** of the Proposal;

CVA Claim

any claim against any of the Companies in respect of a CVA Liability;

CVA Creditors

any person to whom any of the Companies owes a CVA Claim (including any successors in title, assignees and transferees);

CVA Liability

any debt which would be provable under Rule 14.2 of the Rules against any of the Companies if the Companies were being wound up within the meaning of Section 247(2) IA86 on the Decision Date;

DCP&C

Delta Circuit Protection and Controls Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00424512;

DDCC

Delta (DCC) Limited of 42-50 Hersham Road, Walton-On-Thames, Surrey KT12 1RZ with registered number 02307789;

DE

Delta Enfield Limited of 42-50 Hersham Road, Walton-On-Thames, Surrey KT12 1RZ with registered number 00645834;

Delta

Delta Limited of 42-50 Hersham Road, Walton-On-Thames, Surrey KT12 1RZ with registered number 00026077;

Delta Group

a group of companies which the Companies are part of;

Decision Date

15 December 2017;

DMP

Delta Metal Products Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00060471;

DRWB

Delta Rods (West Bromwich) Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00035402;

DRW

Delta Rods Wolverhampton Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00523825;

Deltaflow

Deltaflow Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00751297;

D250

Druryway 250 Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00161905;

DO

Druryway One Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00215583;

DP&S

Druryway P & S Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00465948;

DPSE

Druryway PSE Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00239124;

DS

Druryway Samba Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00301784;

E&C

Elkington & Co. Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00093100;

EMB

Elkington Mansill Booth Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00164541;

ERM

Enfield Rolling Mills Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00200137;

Excluded Assets

all of the Companies' assets except the CVA Assets;

FSCS

Financial Services Compensation Scheme;

First Group of Companies

ADBB, AS, DCP&C, DMP, DRWB, DRW, Deltaflow, D250, DO, DP&S, DPSE, DS, E&C, EMB, ERM, LR and MF;

IA86

the Insolvency Act 1986;

J&P

Johnson & Phillips Limited of 42-50 Hersham Road, Walton-On-Thames, Surrey KT12 1RZ with registered number 00084968;

Liquidator

Michael Rose of M1 Insolvency LLP, Cumberland House, 35 Park Row, Nottingham NG1 6EE;

LR

Lancashire Repetition Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00669457;

MF

Monmer Foundry Limited of Cumberland House, 35 Park Row, Nottingham NG1 6EE with registered number 00592831;

Members

all members of the Companies irrespective of the class of their shareholding;

Nominee

Michael Rose of M1 Insolvency LLP, Cumberland House, 35 Park Row, Nottingham NG1 6EE;

Nominee's Remuneration

the liabilities, costs (including legal and other professional costs and any costs which the Nominee is obliged to pay by law or under a Court Order), expenses, disbursements, fees and remuneration of the Nominee in connection with the CVAs;

Preferential Creditors

CVA Creditors whose claims against the Companies at the Relevant Date would have been preferential under section 386 and schedule 6 to the Act if the Companies were being wound up within the meaning of section 247(2) IA86 on the Decision Date;

Prescribed Part

has the meaning given to it in section 176A IA86;

Proposal

the proposal for CVAs under Part 1 IA86 the terms of which are contained in this document;

Rules

the Insolvency (England and Wales) Rules 2016;

Second Group of Companies

AE, BS, DDCC, DE, J&P and SR;

Secured Creditors

any persons referred to as secured creditors in the Statements of Affairs;

SR

Solent Repetition Limited of 42-50 Hersham Road, Walton-On-Thames, Surrey KT12 1RZ with registered number 00751022;

Standard Conditions

the conditions contained in **Schedule 4** of this Proposal;

Statements of Affairs

the statements of affairs of the Companies as at 10 November 2017 submitted to the Nominee under section 2(3)(b) IA86 and contained in **Schedule 2** of this Proposal;

Statutory Meetings

the meetings of the Members of the Companies and the decision of the Companies' creditors under section 3 IA86 and the Rules;

Supervisor

Michael Rose of M1 Insolvency LLP, Cumberland House, 35 Park Row, Nottingham NG1 6EE or such other person or persons as may be appointed by the Statutory Meetings;

Supervisor's Account

the bank account or accounts referred to in **paragraph 10** of the Standard Conditions;

Supervisor's Remuneration

the liabilities, costs, expenses (including legal and other professional costs and any tax which the Supervisor is obliged to pay by law or under a Court order), disbursements, fees and remuneration of the Supervisor in connection with the CVAs; and

Unsecured Creditors

the CVA Creditors other than any Secured Creditors (to the extent of their security) and Preferential Creditors.

2.2 In this Proposal:

- 2.2.1 references to Paragraphs and Schedules are references to Paragraphs and Schedules of the Proposal;
- 2.2.2 references to a "person" includes a company, an unincorporated association or partnership;
- 2.2.3 references to a statute or statutory provision includes the same as modified or re-enacted from time to time;
- 2.2.4 the singular includes the plural and vice versa and the masculine and neuter include each other and the female;
- 2.2.5 headings to Paragraphs and Schedules are for ease of reference only and shall not affect the interpretation of the CVAs or the Proposal; and
- 2.2.6 the words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

2.3 The Standard Conditions are incorporated into the Proposal. If the Standard Conditions and the Proposal conflict, the Proposal will prevail.

3. INTRODUCTION

- 3.1 We the directors of the following companies all of whose registered offices are at 42-50 Hersham Road, Walton-On-Thames, Surrey KT12 1RZ propose that all of the following companies enter into CVAs under Part 1 IA86: Aldway Eight Limited (company number 00092565); Bill Switchgear Limited (company number 02666983); Delta (DCC) Limited (company number 02307789); Delta Enfield Limited (company number 00645834); Johnson & Phillips Limited (company number 00084968); and Solent Repetition Limited (company number 00751022).
- 3.2 I, Michael Rose, the Liquidator of the following companies, all of whose registered offices are at Cumberland House, 35 Park Row, Nottingham NG1 6EE propose that all of the following companies enter into CVAs under Part 1 IA86: Aldway (DBB) Limited (company number 00291599); Aldway Stamping Limited (company number 00125024); Delta Circuit Protection and Controls Limited (company number 00424512); Delta Metal Products Limited (company number 00060471); Delta Rods (West Bromwich) Limited (company number 00035402); Delta Rods Wolverhampton Limited (company number 00523825); Deltaflow Limited (company number 00751297); Druryway 250 Limited (company number 00161905); Druryway One Limited (company number 00215583); Druryway P & S Limited (company number 00465948); Druryway PSE Limited (company number 00239124); Druryway Samba Limited (company number 00301784); Elkington & Co. Limited (company number 00093100); Elkington Mansill Booth Limited (company number 00164541); Enfield Rolling Mills Limited (company number 00200137); Lancashire Repetition Limited (company number 00669457); and Monmer Foundry Limited (company number 00592831).
- 3.3 Unless otherwise indicated, the directors and the Liquidator make the statements in this Proposal as at 23 November 2017, being the latest practicable date before publication. The statements reflect the circumstances and information of which the directors and the Liquidator were aware on this date.

4. WHAT IS A CVA?

- 4.1 A CVA is a formal procedure under Part 1 IA86 which enables a company to agree with its creditors how their debts should be paid and in what proportions. It requires the approval of a majority of over 75% in value of the creditors voting on the resolution. Once approved, it binds all creditors who were entitled to vote. This is irrespective of whether or not they voted and whether or not they actually received notice of the resolution. There are special rules which deal with the votes of creditors who are connected with a company.
- 4.2 A CVA also requires that a meeting of the members of the company takes place. A CVA is approved by members if it receives the approval of a majority (in value) of the members of the company voting on the resolution.
- 4.3 The CVA is approved either if:
- 4.3.1 it has been agreed by both the creditors and the meeting of members (as set out above); or
 - 4.3.2 (subject to a member's right to apply to Court within 28 days of (a) the day on which the decision was taken by the creditors or (b) where the decision of the members was taken on a later day, such later day) it has been approved by the creditors only.
- 4.4 The extracts from IA86 and the Rules dealing with the requisite majorities of creditors and members are set out in **Schedule 5** of this Proposal.

5. THE DOCUMENTS PACKAGE AND KEY DATES

- 5.1 The CVA Creditors have been sent a package of documents which comprises:
- 5.1.1 this document, which sets out the Proposal and annexes a number of schedules;
 - 5.1.2 a notice of the creditors' decision making procedure in respect of the Companies;
 - 5.1.3 a proxy form to complete, should the CVA Creditors wish to vote by proxy;

- 5.1.4 a voting form to complete, by which CVA Creditors are asked to provide details of their claims against the Companies;
 - 5.1.5 a covering letter from the directors; and
 - 5.1.6 a covering letter from the Nominee.
- 5.2 A CVA Creditor who wishes to vote should complete and return to the Nominee the voting form in order to provide details about their claim so that a value may be ascribed to it for voting purposes. CVA Creditors are referred to the covering letter from the Nominee for further details about how to vote, and for details about where they should send completed voting forms and proxy forms.
- 5.3 Dates of key importance are as follows:

Completed Voting Forms are requested to be returned to the Nominee by 4.00 pm on 15 December 2017

AND

If you wish to vote by proxy, completed proxy forms are requested to be returned to the Nominee by 4.00 pm on 15 December 2017

Forms of Proxy for use at the members' meetings are requested to be returned by 12 noon on 14 December 2017

Date of the Members' meetings and the CVA Creditors' virtual meetings: 15 December 2017

Latest date for Chairman of meetings to file report with Court: 20 December 2017

Earliest effective date of the CVAs: 12 January 2018

6. BACKGROUND TO THE COMPANIES AND OVERVIEW OF THE PROPOSAL

6.1 Overview

- 6.1.1 Details of the Companies' registered numbers, dates of incorporation, registered offices, trading addresses, principal businesses, capital structures, shareholders, last annual returns, secured indebtedness, directors and secretaries are included in Schedule 1 of this Proposal.
- 6.1.2 All of the Companies are now dormant. Seventeen of the Companies have been in Liquidation since 17 December 2004. Michael Rose was appointed as Liquidator of these seventeen companies on 24 July 2017, when he replaced Dominic Thiel-Czerwinke of Begbies Traynor (Central) LLP, The Old Exchange, 234 Southchurch Road, Southend on Sea SS1 2EG as the Liquidator of these companies. These companies are in members' voluntary liquidation.
- 6.1.3 All of the Companies are subsidiaries of Delta.
- 6.1.4 Aldway (DBB) Limited (ADBB)
ADBB carried on business as a manufacturer of screwed metal fittings for the plumbing industry and traded as an agent of a fellow group company. During 2002, the activities in which ADBB was involved were sold. Following this disposal, the company ceased to trade.
- 6.1.5 Aldway Eight Limited (AE)
AE carried on business as a fabricated metal product manufacturer and traded as an agent of a fellow group company. The company ceased to trade in 1999.
- 6.1.6 Aldway Stamping Limited (AS)
AS carried on business as a supplier of components to the motor vehicle, domestic appliance, refrigeration, water fittings and general engineering industries and traded as an agent of a fellow group company. During 1984, the

activities in which AS was involved were sold. Following this disposal, the company ceased to trade.

6.1.7 Bill Switchgear Limited (BS)

BS carried on business as a manufacturer of low tension airbreak switch and distribution gear for the electrical industry and acted as an investment holding company. The company ceased to trade in 2004.

6.1.8 Delta Circuit Protection and Controls Limited (DCP&C)

DCP&C carried on business as a manufacturer of insulated cables and wires for the electrical industry and traded as an agent of a fellow group company. The company ceased to trade in 1999.

6.1.9 Delta (DCC) Limited (DDCC)

DDCC carried on business as a manufacturer and distributor of electric cables and traded as an agent of a fellow group company and as an investment holding company. The company ceased to trade in 2007.

6.1.10 Delta Enfield Limited (DE)

DE carried on business as a processor and distributor of non-ferrous metals and acted as an investment holding company. The company ceased to trade in 1993.

6.1.11 Delta Metal Products Limited (DMP)

DMP carried on business as a manufacturer of non-ferrous metals and traded as an agent of a fellow group company. The company ceased to trade in 1987.

6.1.12 Delta Rods (West Bromwich) Limited (DRWB)

DRWB carried on business as a specialist in extruded bars of various dimensions made of copper, bronze, brass and other alloys and traded as an agent of a fellow group company. The company ceased to trade in 1994.

6.1.13 Delta Rods Wolverhampton Limited (DRW)

DRW carried on business as a rod manufacturer and traded as an agent of a fellow group company. The company ceased to trade in 1994.

6.1.14 Deltaflow Limited (Deltaflow)

Deltaflow carried on business as a manufacturer of handwheels and traded as an agent of a fellow group company. During 1985, the activities in which Deltaflow was involved were sold. Following this disposal, the company ceased to trade.

6.1.15 Druryway 250 Limited (D250)

D250 carried on business as a manufacturer of electrical and load-bearing equipment for industry and traded as an agent of a fellow group company. The company ceased to trade in 1996.

6.1.16 Druryway One Limited (DO)

DO carried on business as a manufacturer of switches, fuses and other electrical components and traded as an agent of a fellow group company. During 2003, the activities in which DO was involved were sold. Following this disposal, the company ceased to trade.

6.1.17 Druryway P & S Limited (DP&S)

DP&S carried on business as a manufacturer of switch panels and auto switches and traded as an agent of a fellow group company. During 1999, the activities in which DP&S was involved were sold. Following this disposal, the company ceased to trade.

6.1.18 Druryway PSE Limited (DPSE)

- DPSE carried on business as a manufacturer of various cables and traded as an agent of a fellow group company. The company ceased to trade in 1990.
- 6.1.19 Druryway Samba Limited (DS)
DS carried on business as a manufacturer of water fittings and valves and traded as an agent of a fellow group company. The company ceased to trade in 1999.
- 6.1.20 Elkington & Co. Limited (E&C)
E&C carried on business as a copper refiner and brass stamper and traded as an agent of a fellow group company. The company ceased to trade in 1994.
- 6.1.21 Elkington Mansill Booth Limited (EMB)
EMB carried on business as a manufacturer of non-ferrous metals and traded as an agent of a fellow group company. The company ceased to trade in 1994.
- 6.1.22 Enfield Rolling Mills Limited (ERM)
ERM carried on business as a manufacturer of rolled copper and alloyed metals.
- 6.1.23 Johnson & Phillips Limited (J&P)
J&P carried on business as a manufacturer of cables for the electrical industry and acted as an investment holding company. The company ceased to trade in 1998.
- 6.1.24 Lancashire Repetition Limited (LR)
LR carried on business as a manufacturer of repetition turned parts. The company ceased trading in 1981 on the transfer of its trade to a fellow group company.
- 6.1.25 Monmer Foundry Limited (MF)
MF carried on business as an ironfounders and traded as an agent of a fellow group company. During 2000, the activities in which MR was involved were sold. Following this disposal, the company ceased to trade.
- 6.1.26 Solent Repetition Limited (SR)
SR carried on business as a manufacturer of repetition turned parts and traded as an agent of a fellow group company. During 2009, the activities in which SR was involved were sold. Following this disposal, the company ceased to trade.

7. CVA CREDITORS

- 7.1 Before the Companies ceased trading the Companies had numerous employees. Some of these employees worked in an environment which exposed them to elements which resulted in them developing industrial diseases in later life.
- 7.2 All of the Companies have had industrial disease claims made against them. The claims which have been made against the Companies include claims relating to asbestos related diseases, carcinoma, noise induced hearing loss, vibration white finger and/or hand arm vibration syndrome.
- 7.3 The directors and the Liquidator are aware of a number of past and current claims. The outstanding ex-employee claims as at 10 November 2017 numbered 78. They are also aware of the possibility of future ex-employee claims against the Companies.
- 7.4 The total value of future claims against the Companies cannot be established with any certainty. Some of the industrial diseases have very long latency periods and claims may be made by people who have long since been exposed to the elements causing the industrial disease but have not yet shown any signs of disease. Claims may materialise for many years, as ex-employees become ill as a result of past exposure. However, claims are also expected to decline in number because many of the Companies ceased trading over 20 years ago.

- 7.5 The ex-employees who have made claims which have not been settled before the Decision Date will be CVA Creditors.
- 7.6 An ex-employee will also be a CVA Creditor if material damage exists on the Decision Date or if all of the elements necessary to establish the cause of action exist at that date, except for the actionable damage, even though no claim has been made before the Decision Date.
- 7.7 The directors and the Liquidator wish to ensure that the CVAs do not prevent any CVA Creditor who would be entitled to the benefit of any cover under an insurance policy from making a claim in respect of any such cover by virtue of either the Third Party (Rights Against Insurers) Act 1930 (1930 Act) or the Third Party (Rights Against Insurers) Act 2010 (2010 Act). Therefore, to the extent that any claim is covered by valid insurance held by the Companies, and the holder of the claim has rights under the 1930 Act or the 2010 Act to pursue the insurer directly, then that CVA Creditor's 1930 Act Rights or 2010 Act Rights will be preserved. In such cases, a CVA Creditor may pursue his claim against the relevant Company or Companies to establish his rights under the 1930 Act or the 2010 Act, but the CVA Creditor will not be able to enforce any judgment or award he receives against the relevant Company or Companies.
- 7.8 Delta has been receiving details of all claims by ex-employees and has been employing a claims handling company to process the claims. Delta has made charges to the Companies for providing these services. Delta will also be a CVA Creditor.
- 7.9 In addition Bostock White has been providing accountancy services and financial advice in relation to the Companies. Bostock White will also be a CVA Creditor.
- 7.10 For the avoidance of doubt the CVA Proposal and the CVAs will not constitute any admission of liability on the part of any of the Companies, or preclude the Companies (at their own instance or at the option of the relevant insurer) from defending any proceedings.
- 8. INSURANCE**
- 8.1 The Companies took out insurance which covers most of the claims by the ex-employees. However, some claims have been received which are not insured. These claims relate to periods before the Companies were insured, to periods in relation to which no insurer can be identified or to periods during which insurance was taken out with an insurer which subsequently went into Liquidation. Claims relating to a period during which insurance was taken out with an insurer which subsequently went into Liquidation may be covered by the FSCS.
- 8.2 Prior to 1 April 1974 the Companies in the Delta Group were individually insured. The coverage prior to 1 April 1974 is summarised in **Part A of Schedule 3** of this Proposal.
- 8.3 With effect from 1 April 1974 all companies in the Delta Group which were individually insured had their coverage amalgamated into group insurance policies (which included all subsidiary companies). The coverage from 1 April 1974 is summarised in **Part B of Schedule 3** of this Proposal.
- 8.4 As far as the directors are aware, the information contained in **Schedule 3** is correct. However, the Companies' insurance history is very complicated and each claim has to be reviewed separately. This is because many of the businesses have been transferred between various different companies both inside and outside of the Delta Group. Such businesses have a patchwork of insurance cover dating from the various different periods of ownership. As a result, the businesses owned by each Company will not necessarily share all of the insurance history of that Company.
- 8.5 Nothing in this CVA Proposal should be considered by a CVA Creditor to amount to any confirmation that insurance cover is available to the Companies in respect of any claims or that the claims are covered by the FSCS. Unless a CVA Creditor has been informed in writing that his claim may be covered by insurance or the FSCS, a CVA Creditor should assume that no cover or compensation is available and should vote on this CVA Proposal. This will not affect the CVA Creditor's right to recover from any insurer or the FSCS should his claim later be confirmed to be an insured claim.
- 8.6 Neither the directors, the Liquidator nor the Supervisor will be obliged to take any further steps other than any steps that they, in their absolute discretion, think appropriate to enforce

any insurance. In particular, neither the directors, the Liquidator nor the Supervisor may be required to bring any proceedings or other legal process or seek to enforce any insurance cover, unless they consider this to be appropriate in the circumstances.

9. ASSETS AND LIABILITIES OF THE COMPANIES

9.1 Company Financial Information as at 10 November 2017

9.1.1 The Companies are insolvent as their liabilities exceed their assets. These liabilities include all existing and all future claims by ex-employees in respect of industrial diseases.

9.1.2 The Companies have not given any security over their assets.

9.1.3 Copies of the Statements of Affairs as at 10 November 2017 are at **Schedule 2** of this Proposal.

9.2 Assets of the Companies

9.2.1 The Statements of Affairs for the First Group of Companies show, so far as is within the directors' immediate knowledge, the First Group of Companies' assets with an estimate of their respective values where possible, and the extent to which the assets are charged in favour of Secured Creditors.

9.2.2 The Statements of Affairs for the Second Group of Companies show, so far as is within the Liquidator's immediate knowledge, the Second Group of Companies' assets with an estimate of their respective values where possible, and the extent to which the assets are charged in favour of Secured Creditors.

9.3 CVA Assets

9.3.1 The assets included in the CVAs consist of the payments which Delta will make in the event that the CVAs are approved.

9.3.2 All other assets of the Companies (if any) are Excluded Assets.

9.4 Guarantee

9.4.1 No guarantee or security is proposed to be offered for the purposes of the CVAs.

9.5 Application of the CVA Assets of the Companies

9.5.1 The CVA Assets shall be applied in accordance with the terms of **paragraph 11** of the Proposal.

9.5.2 Any CVA Assets, pending payment to the CVA Creditors, shall be held by Delta. Any amounts to be paid by Delta shall be paid directly to the Nominee or the Supervisor, if payable in respect of the Nominee's Remuneration or the Supervisor's Remuneration, or to the relevant CVA Creditor.

9.6 Liabilities of the First Group of Companies

9.6.1 So far as is within the directors' immediate knowledge:

- (a) the Statements of Affairs show the nature and amount of all the First Group of Companies' known liabilities;
- (b) there are no Preferential Creditors of the First Group of Companies;
- (c) Delta is a Connected Creditor of the First Group of Companies; and
- (d) there are no guarantees given by any party in respect of the liabilities of the First Group of Companies.

9.6.2 The nature and amount of the First Group of Companies' future liabilities cannot be established with any certainty and have not been included in the Statements of Affairs.

9.7 Liabilities of the Second Group of Companies

9.7.1 So far as is within the Liquidator's immediate knowledge:

- (a) the Statements of Affairs show the nature and amount of all the Second Group of Companies' known liabilities;
 - (b) there are no Preferential Creditors of the Second Group of Companies;
 - (c) Delta is a Connected Creditor of the Second Group of Companies; and
 - (d) There are no guarantees given by any party in respect of the liabilities of the Second Group of Companies.
- 9.7.2 The nature and amount of the Second Group of Companies' future liabilities cannot be established with any certainty and have not been included in the Statements of Affairs.
- 9.8 **Antecedent Transactions of the First Group of Companies**
 - 9.8.1 The directors do not believe that there are any circumstances giving rise to the possibility, if the First Group of Companies did go into creditors' voluntary liquidation or administration of claims under the following sections IA86:
 - (a) Section 238 (transactions at an undervalue);
 - (b) Section 239 (preferences);
 - (c) Section 244 (extortionate credit transactions); or
 - (d) Section 245 (avoidance of certain floating charges).
- 9.9 **Antecedent Transactions of the Second Group of Companies**
 - 9.9.1 The Liquidator does not believe that there are any circumstances giving rise to the possibility, if the Second Group of Companies did go into creditors' voluntary liquidation or administration of claims under the following sections IA86:
 - (a) Section 238 (transactions at an undervalue);
 - (b) Section 239 (preferences);
 - (c) Section 244 (extortionate credit transactions); or
 - (d) Section 245 (avoidance of certain floating charges).
- 9.10 **Proceedings**

No executions or distrains have been levied on any of the assets belonging to the Companies.
- 9.11 **Financial Information**

The financial information contained in the Proposal does not constitute statutory accounts within the meaning of section 434 Companies Act 2006 and has not been audited.
- 10. **THE PRESCRIBED PART**

Rule 2.3(2) of the Rules requires the Proposal to include an estimate of the Prescribed Part if the Companies went into liquidation. The Companies have not granted any applicable floating charges and therefore the prescribed part does not apply.
- 11. **SUMMARY OF THE PROPOSAL**
 - 11.1 The directors and the Liquidator propose that:
 - 11.1.1 Delta shall waive any claims Delta may have against the Companies and the Companies shall waive any claims they may have against Delta.
 - 11.1.2 Delta shall pay the Companies' debts to Bostock White in full.
 - 11.1.3 Roger Andrew Massey and Timothy Perry Francis shall be appointed as a director of each of the First Group of Companies.
 - 11.1.4 For 5 years from the Decision Date, Delta shall:
 - (a) receive details of all claims by ex-employees;

- (b) employ and pay a claims handling company to process the claims; and
 - (c) employ and pay Bostock White to provide accountancy services and financial advice to the Companies.
- 11.1.5 During this 5 year period:
 - (a) The insurers and/or the FSCS shall pay any insured claims or claims which are covered by the FSCS which are made during the 5 year period and considered by the insurers or the FSCS to be valid claims or which are found to be valid claims by a Court; and
 - (b) Delta shall pay any uninsured claims which are made during the 5 year period and considered by Delta to be valid claims or which are found to be valid claims by a Court.
- 11.1.6 After this 5 year period Delta shall have no ongoing obligations in respect of the employment of the claims handling company, the employment of Bostock White or any claims made after this 5 year period has ended.
- 11.1.7 The remuneration and expenses of the Nominee and the Supervisor will be paid by Delta.
- 11.2 In paragraph 11.1.5(b) of the Proposal, a claim made means a claim made in writing to Delta or to one of the Companies during the 5 year period which includes the full name of the ex-employee, the names of the Companies which employed the ex-employee and an explanation of the grounds for the claim.
- 11.3 Any person who is bound by the CVAs by virtue of Section 5(2)(b)(ii) IA86 shall be dealt with in accordance with this Proposal as a CVA Creditor.
- 12. **DURATION AND TERMINATION**
- 12.1 **Duration of the CVA**
 - 12.1.1 The CVAs shall commence on the Approval Date.
 - 12.1.2 The CVAs shall continue:
 - (a) for 5 years from the Decision Date; or
 - (b) until the Supervisor issues a Certificate of Termination, whereupon the CVAs shall terminate.
 - 12.1.3 If the CVAs are completed under paragraph 12.1.2(a) of the Proposal the Supervisor shall issue a Completion Certificate.
 - 12.1.4 In the event of completion of the CVAs under paragraph 12.1.2(a) of the Proposal, any funds held by the Supervisor on the Supervisor's Account shall be paid to Delta following completion and after payment of any outstanding Nominee's Remuneration or Supervisor's Remuneration.
- 13. **THE NOMINEE AND THE SUPERVISOR**
- 13.1 **The Nominee**
 - 13.1.1 The Nominee is qualified to act as an insolvency practitioner in relation to the Companies.
 - 13.1.2 The recognised professional body which is the source of the Nominee's authorisation to act as an insolvency practitioner in relation to the Companies is the Institute of Chartered Accountants in England and Wales.
- 13.2 **The Nominee's Remuneration**
 - 13.2.1 The Nominee will charge a fixed fee of £25,000. The Nominee will also charge disbursements and VAT. Further information about rates of disbursements as at the date of this Proposal is set out in Schedule 6.
 - 13.2.2 The Nominee's Remuneration shall be paid by Delta. In the event that it is not paid by Delta it shall be paid out of the CVA Assets and in priority to all other

claims. Delta will pay the Nominee's Remuneration to the Nominee within seven days of the Decision Date.

13.3 The Supervisor

- 13.3.1 It is proposed that Michael Rose of M1 Insolvency LLP, Cumberland House, 35 Park Row, Nottingham NG1 6EE should be appointed as Supervisor for the purpose of acting in relation to and supervising the implementation of the CVAs. His contact details are email: m.rose@m1insolvency.co.uk and telephone: 0115 988 6288.
- 13.3.2 The Supervisor is qualified to act as an insolvency practitioner in relation to the Companies.
- 13.3.3 The recognised professional body which is the source of the Supervisor's authorisation to act as an insolvency practitioner in relation to the Companies is the Institute of Chartered Accountants in England and Wales.

13.4 Supervisor's Remuneration

- 13.4.1 Subject to paragraphs 13.4.1 and 13.4.2 of the Proposal, the Supervisor proposes to charge fixed fees of £7,500 in the first year of the CVAs and £5,000 in each of the second, third, fourth and fifth years of the CVAs. The Supervisor will also charge disbursements and VAT. Further information about rates of disbursements as at the date of this Proposal is set out in Schedule 6 of the Proposal.
 - 13.4.2 If the Supervisor is required to realise any assets of any of the CVA Companies then the Supervisor shall be additionally remunerated by reference to the time properly given by him and his staff for realising any such assets at the rates normally charged for such work by M1 Insolvency LLP. The Supervisor will also charge disbursements and VAT. Further information about rates of disbursements as at the date of this Proposal is set out in Schedule 6 of the Proposal.
 - 13.4.3 If the scope of the Supervisor's role should change during the administration of the CVAs then the Supervisor shall be additionally remunerated by reference to the time properly given by him and his staff in attending to the additional matters arising in the CVAs at the rates normally charged for such work by M1 Insolvency LLP. The Supervisor will also charge disbursements and VAT. Further information about rates of disbursements as at the date of this Proposal is set out in Schedule 6 of the Proposal.
 - 13.4.4 The Supervisor's Remuneration whether incurred in preparing, implementing or operating the CVAs or in the performance of any act reasonably incidental to the CVAs shall be paid by Delta. In the event that it is not paid by Delta it shall be paid out of the CVA Assets and in priority to all other claims other than the Nominee's Remuneration.
 - 13.4.5 The Supervisor shall have the right to submit, and to be paid in full, interim accounts on a monthly basis in respect of the Supervisor's Remuneration.
- 13.5 Notwithstanding any other terms of the Proposal, all of the Companies' assets and any assets the Supervisor has realised or holds within the terms of the CVAs will be subject to a trust in favour of the Supervisor until the Nominee's Remuneration and Supervisor's Remuneration are paid in full.
- 13.6 The Supervisor's Remuneration shall rank after the Nominee's Remuneration.
- 13.7 Liability of the Nominee and the Supervisor**
- 13.7.1 Neither the Nominee nor the Supervisor nor any person acting on their behalf shall incur any personal liability under or in respect of contracts or other obligations of the Companies whether present or future, actual or contingent.
 - 13.7.2 Neither the Nominee nor the Supervisor nor any person acting on their behalf shall incur any personal liability in connection with the preparation, adoption,

agreement, negotiation or implementation of the CVAs or in connection with any collateral or ancillary arrangement.

- 13.7.3 In exercising his powers, the Supervisor is deemed to act at all times as the Companies' agent.

13.8 **Dealing In Good Faith and For Value**

A person dealing with the Supervisor in good faith and for value is not concerned to enquire whether the Supervisor is acting within his powers.

13.9 **Source of Business**

The Nominee and the Supervisor was introduced to the Companies by Bostock White, the Companies' accountants. The only payment Bostock White will receive in relation to this introduction is as a creditor of the CVAs.

14. **COMPARISON OF PROPOSED COMPANY VOLUNTARY ARRANGEMENTS TO INSOLVENCY ALTERNATIVES**

No comparisons of the estimated outcome for the CVA Creditors under the CVAs and under other insolvency alternatives have been prepared. None of the Companies have any assets. If the Companies were to go into administration or creditors' voluntary liquidation then the CVA Creditors would receive nothing at all from Delta.

15. **REASONS THE COMPANIES' CREDITORS MAY REASONABLY BE EXPECTED TO SUPPORT THE PROPOSAL**

- 15.1 The Companies' creditors may reasonably be expected to support the Proposal because:

15.1.1 The Proposal provides the Companies with ongoing support from a claims handling company and from Bostock White for 5 years from the Decision Date. This will result in all claims made during this period being effectively administered.

15.1.2 The Proposal provides the CVA Creditors who have valid uninsured claims with a means of obtaining payment in respect of those claims for 5 years from the Decision Date.

- 15.2 Although the CVA Creditors who have valid insurance claims or who are able to claim under the FSCS will receive the same payment from insurers or the FSCS whether or not they support the Proposal, they will benefit from the employment of the claims handling company and Bostock White.

16. **CONCLUSION**

- 16.1 Under the circumstances, the directors and the Liquidator have concluded that the CVAs are the most appropriate course of action.

- 16.2 We recommend that the CVA Creditors and the Members should vote for the Proposal.

17. **DIRECTORS' STATEMENT**

- 17.1 This Proposal is accurate, true and correct to the best of our knowledge and belief. We are aware that if the Proposal contains any material omissions or if the Companies fail to comply with the approved Proposal, subject to any modifications if appropriate, then the Supervisor may petition for the Companies' winding up or for an administration order or make application to the Court under section 7(4)(b) IA86.

- 17.2 Our attention has been drawn to section 6A IA86 which states that we commit an offence if we should make any false representation or commit any other fraud for the purposes of obtaining the approval of the CVA Creditors to a proposal for a company voluntary arrangement under Part 1 IA86.

- 17.3 We further acknowledge that, although we have had professional assistance in drafting the Proposal, its content remains our sole responsibility and the implications of the Proposal have been carefully explained to us.

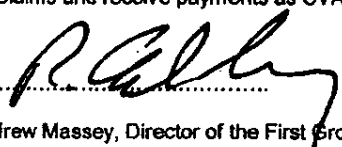
18. **LIQUIDATOR'S STATEMENT**

This Proposal is accurate, true and correct to the best of my knowledge and belief.

19. **REGULATION (EU) 2015/848 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 20 MAY 2015 ON INSOLVENCY PROCEEDINGS (RECAST)**

19.1 Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) applies to the CVAs. The CVAs will constitute main proceedings as defined by Article 3 of that Regulation, because the Companies' centres of main interests are in England.

19.2 CVA Creditors who are located outside the UK are entitled to the same rights to make CVA Claims and receive payments as CVA Creditors located in the UK.

Signed.....

Roger Andrew Massey, Director of the First Group of Companies

Signed.....

Mark Charles Jaksich, Director of the First Group of Companies

Signed.....

Michael Rose, Liquidator of the Second Group of Companies

18. **LIQUIDATOR'S STATEMENT**

This Proposal is accurate, true and correct to the best of my knowledge and belief.

19. **REGULATION (EU) 2015/848 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 20 MAY 2015 ON INSOLVENCY PROCEEDINGS (RECAST)**

19.1 Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) applies to the CVAs. The CVAs will constitute main proceedings as defined by Article 3 of that Regulation, because the Companies' centres of main interests are in England.

19.2 CVA Creditors who are located outside the UK are entitled to the same rights to make CVA Claims and receive payments as CVA Creditors located in the UK.

Signed.....

Roger Andrew Massey, Director of the First Group of Companies

Signed.....

Mark Charles Jaksich, Director of the First Group of Companies

Signed.....


Michael Rose, Liquidator of the Second Group of Companies

SCHEDULE 1

Statutory Information

Name	Registered Number	Date of Incorporation	Registered office	Trading Address	Principal Business	Capital Structure	Members	Last Annual Return	Secured Indebtedness	Directors	Secretaries
Aldway (DBB) Limited	00281599	29.08.1934	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A manufacturer of screwed metal fittings for the plumbing industry	£4,500 divided into 4,500 ordinary shares of £1 each	Delta Industries Limited - 4,499 ordinary shares Aldway Building Products Ltd - 1 ordinary share	08.05.2004	None	John Peter Narciso Janet Anne Ford	Andrew John Paul Bunyan
Aldway Eight Limited	00082565	16.03.1907	42-50 Hersham Road Walton-On-Thames Surrey KT12 1RZ	None	A fabricated metal product manufacturer	£10 divided into 10 ordinary shares of £1 each	Delta Industries Limited - 10 ordinary shares	03.05.2017	None	Roger Andrew Massey Mark Charles Jaksch	David Venus & Company LLP
Aldway Stamping Limited	00125024	28.10.1912	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A supplier of components to the motor vehicle, domestic appliance, refrigeration, water fittings and general engineering industries	£581,456 divided into 581,456 ordinary shares of £1 each	Delta Industries Limited - 681,456 ordinary shares	08.05.2004	None	John Peter Narciso Janet Anne Ford	Andrew John Paul Bunyan
Bill Switchgear Limited	02888883	29.11.1991	42-50 Hersham Road Walton-On-Thames Surrey KT12 1RZ	None	A manufacturer of low tension airbreak switch and distribution gear for the electrical industry.	£10 divided into 10 ordinary shares of £1 each	Delta Industries Limited - 10 ordinary shares	03.05.2017	None	Roger Andrew Massey Mark Charles Jaksch	David Venus & Company LLP

Name	Registered Number	Date of Incorporation	Registered office	Trading Address	Principal Business	Capital Structure	Members	Last Annual Return	Secured Indebtedness	Directors	Secretaries
Delta Circuit Protection and Controls Limited	00424512	28.11.1946	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A manufacturer of insulated cables and wires for the electrical industry	£900,000 divided into 900,000 ordinary shares of £1 each	Delta (DCC) Holdings Limited 900,000 ordinary shares	08.05.2004	None	John Peter Narciso Janet Anne Ford	Andrew John Paul Bunyan
Delta (DCC) Limited	02307789	21.10.1988	42-50 Hersham Road Walton-On-Thames Surrey KT12 1RZ	None	A manufacturer and distributor of electric cables	£10 divided into 10 ordinary shares of £1 each	Delta Industries Limited 10 ordinary shares	03.05.2017	None	Roger Andrew Massey Mark Charles Jaktsich	David Venus & Company LLP
Delta Enfield Limited	00845834	30.12.1959	42-50 Hersham Road Walton-On-Thames Surrey KT12 1RZ	None	A processor and distributor of non-ferrous metals	£10 divided into 10 ordinary shares of £1 each	Delta Industries Limited 10 ordinary shares	03.05.2017	None	Roger Andrew Massey Mark Charles Jaktsich	David Venus & Company LLP
Delta Metal Products Limited	00080471	28.01.1998	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A manufacturer of non-ferrous metals	£576,550 divided into 576,550 ordinary shares of £1 each	Delta Industries Limited 576,550 ordinary shares	08.05.2004	None	John Peter Narciso Janet Anne Ford	Andrew John Paul Bunyan
Delta Rods (West Bromwich) Limited	00035402	14.12.1981	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A specialist in extruded bars of various dimensions, made of copper, bronze, brass and other alloys	£528,000 divided into 105,600 ordinary shares of £5 each	Delta Industries Limited 105,600 ordinary shares	05.05.2004	None	John Peter Narciso Janet Anne Ford	Andrew John Paul Bunyan
Delta Rods Wolverhampton Limited	00523825	21.08.1953	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A rod manufacturer	£105,000 divided into 105,000 ordinary shares of £1 each	Delta Industries Limited 105,000 ordinary shares	05.05.2004	None	John Peter Narciso Janet Anne Ford	Andrew John Paul Bunyan

Name	Registered Number	Date of Incorporation	Registered office	Trading Address	Principal Business	Capital Structure	Members	Last Annual Return	Secured Indebtedness	Directors	Secretaries
Deltaflow Limited	00751297	25.02.1963	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A manufacturer of handwheels	£5,943,243 divided into 5,943,243 ordinary shares of £1 each	Delta Industries Limited 5,943,243 ordinary shares	08.05.2004	None	John Peter Narciso Janet Anne Ford	Andrew John Paul Bunyan
Druryway 250 Limited	00161905	20.12.1919	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A manufacturer of electrical and load-bearing equipment for industry	£300,000 divided into 300,000 ordinary shares of £1 each	Delta Industries Limited 300,000 ordinary shares	31.03.2004	None	John Peter Narciso Janet Anne Ford	Andrew John Paul Bunyan
Druryway One Limited	00215583	09.08.1926	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A manufacturer of switches, fuses and other electrical components	£4,050,000 divided into 16,200,000 ordinary shares of £0.25 each	Delta Industries Limited 16,200,000 ordinary shares	31.03.2004	None	John Peter Narciso Janet Anne Ford	Andrew John Paul Bunyan
Druryway P & S Limited	00465948	19.03.1949	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A manufacturer of switch panels and auto switches	£10,000 divided into 10,000 ordinary shares of £1 each	Delta Industries Limited 9,986 ordinary shares Eaton Electric Overseas Holding Ltd - 1 ordinary share	31.03.2004	None	John Peter Narciso Janet Anne Ford	Andrew John Paul Bunyan
Druryway PSE Limited	00239124	30.04.1928	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A manufacturer of various cables	£16,276,625 divided into 16,276,625 ordinary shares of £1 each	Delta Industries Limited 16,276,625 ordinary shares	08.05.2004	None	John Peter Narciso Janet Anne Ford	Andrew John Paul Bunyan

Name	Registered Number	Date of Incorporation	Registered office	Trading Address	Principal Business	Capital Structure	Members	Last Annual Return	Secured Indebtedness	Directors	Secretaries
Druryway Samba Limited	00301784	13.06.1935	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A manufacturer of water fittings and valves	£424,000 divided into 8,480,000 ordinary shares of £0.05 each	Delta Industries Limited 8,479,999 ordinary shares Abway Building Products Ltd - 1 ordinary share	19.03.2004	None	John Peter Narciso Paul Roger Marriot	Andrew John Paul Bunyan
Elkington & Co. Limited	00083100	25.04.1907	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A copper refiner and brass stamper	£630,000 divided into 630,000 ordinary shares of £1 each	Delta Industries Limited 630,000 ordinary shares	03.05.2004	None	John Peter Narciso Janet Anne Ford	Andrew John Paul Bunyan
Elkington Marshall Booth Limited	00164541	26.02.1920	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A manufacturer of non-ferrous metals	£330,000 divided into 1,320,000 ordinary shares of £0.25 each	Delta Industries Limited 1,320,000 ordinary shares	03.05.2004	None	John Peter Narciso Janet Anne Ford	Andrew John Paul Bunyan
Enfield Rolling Mills Limited	00200137	30.08.1924	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A manufacturer of rolled copper and alloyed metals	£8,529,884 divided into 8,529,884 ordinary shares of £1 each	Delta Industries Limited 8,529,894 ordinary shares	08.05.2004	None	John Peter Narciso Janet Anne Ford	Andrew John Paul Bunyan
Johnson & Phillips Limited	00084968	17.06.1905	42-50 Heraham Road Walton-On-Thames Surrey KT12 1RZ	None	A manufacturer of cables for the electrical industry	£10 divided into 10 ordinary shares of £1 each	Delta Industries Limited - 10 ordinary shares	03.05.2017	None	Roger Andrew Massey Mark Charles Jakisch	David Venus & Company LLP

Name	Registered Number	Date of Incorporation	Registered office	Trading Address	Principal Business	Capital Structure	Members	Last Annual Return	Secured Indebtedness	Directors	Secretaries
Lancashire Repetition Limited	00669457	07.09.1980	Cumberland House 35 Park Row Nottingham NG1 6EE	None	A manufacturer of repetition turned parts	£91,035 divided into 91,035 ordinary shares of £1 each	Delta Industries Limited 91,034 ordinary shares Aldway Building Products Ltd – 1 ordinary share	08.05.2004	None	John Peter Nardiso Janet Anne Ford	Andrew John Paul Bunyan
Monmer Foundry Limited	00592831	31.10.1957	Cumberland House 35 Park Row Nottingham NG1 6EE	None	An Ironfounders	£10,000 divided into 10,000 ordinary shares of £1 each	Delta Industries Limited 10,000 ordinary shares	31.03.2004	None	John Peter Nardiso Janet Anne Ford	Andrew John Paul Bunyan
Solent Repetition Limited	00751022	21.02.1963	42-50 Hersham Road Walton-On-Thames Surrey KT12 1RZ	None	A manufacturer of repetition turned parts	£100 divided into 100 ordinary shares of £1 each	Delta Industries Limited – 100 ordinary shares	03.05.2017	None	Roger Andrew Massey Mark Charles Jaksch	David Venus & Company LLP

SCHEDULE 3
Group Insurance Policies

PART A

Coverage before 1 April 1974

Aldway (DBB) Limited

Donald Brown (Brownall) Ltd	Sun Alliance	931W043590	01/09/1972	31/08/1973
Donald Brown (Brownall) Ltd	Sun Alliance	931W043750	31/08/1973	09/06/1986
Donald Brown (Brownall) Ltd	Sun Alliance	931KX00212	10/06/1986	31/07/1988

Aldway Eight Limited

Extruded Metals Co Ltd	Midland	EL024495	30/06/1933	30/06/1950
Delta Metal Co Ltd (inc Extruded Metals Co Ltd)	Midland	EL076649	01/07/1950	31/12/1962

Aldway Stamping Limited

Until 1977 (and lapse of the Iron Trades policy for Duport Ltd as below), Ewatts Ltd were owned by Duport and any claim for pre 1977 employment thus falls under the Duport policy.

Duport Ltd Inc Ewatts Ltd	Iron Trades	10347/02/E	01/07/1963	30/09/1977
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Bill Switchgear Limited

Incorporated after 1 April 1974.

Delta Circuit Protection and Controls Limited

Aluminium Wire & Cable Co Ltd	Midland	EL109513	01/08/1962	31/07/1969
Aluminium Wire & Cable Co Ltd	Commercial Union	TL201521120	01/08/1969	31/07/1982
Aluminium Wire & Cable Co Ltd	Commercial Union	UP923821271/TL 92382127T	01/08/1982	31/08/1985
Aluminium Wire & Cable Co Ltd	Midland	60152520	31/08/1985	28/02/1991

Delta (DCC) Limited

Incorporated after 1 April 1974.

Delta Enfield Limited

Enfield Standard Power Cables Ltd	Midland	EL101064	01/01/1960	31/12/1966
Enfield Standard Power Cables Ltd	Iron Trades	11682/00/E	01/01/1967	31/03/1979

Delta Metal Products Limited

Barker & Allen Ltd	Midland	EL038579	01/06/1937	31/12/1966
Barker & Allen Ltd	Iron Trades	11681/00/E	01/01/1967	31/03/1974

Delta Rods (West Bromwich) Limited

John Wilkes & Mapplebeck Ltd	Iron Trades	04412/00/E	01/01/1929	31/12/1959
Booth & Mapplebeck Ltd	Iron Trades	3061/00/E	01/01/1960	31/12/1960
Delta Rods (West Brom) Ltd	Iron Trades	13355/00/E	01/01/1971	31/03/1974

Delta Rods Wolverhampton Limited

Delta Rods (Wolverhampton) Ltd	Iron Trades	9806/00/E	01/01/1962	31/03/1974
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Deltaflow Limited

Delta Water Fittings Ltd	Iron Trades	10285/00/E	01/05/1963	31/03/1974
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Druryway 250 Limited

British Electrical Repairs Ltd	Royal	RFK451627	01/01/1930	01/01/1965
British Electrical Repairs Ltd	Midland	EL116464	01/01/1965	31/03/1973
British Electrical Repairs Ltd	Iron Trades	14060/00/E	01/04/1973	31/03/1974

Druryway One Limited

Midland Electrical Manufacturing Co Ltd	Iron Trades	6942/00/E	30/09/1942	11/01/1956
Midland Electrical Manufacturing Co Ltd	Midland	EL90190	11/01/1956	31/12/1972
Midland Electrical Manufacturing Co Ltd	Iron Trades	13981/00/E	01/01/1973	31/03/1974

Druryway P & S Limited

D.H. Bonella & Sons Ltd	Iron Trades	10141/00/E	01/01/1963	31/03/1974
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Druryway PSE Limited

Crompton Parkinson Cables Ltd	N.E.M.	1034310	04/01/1935	31/12/1978
Crompton Parkinson Cables Ltd	Generali	06/02877	01/01/1979	31/12/1981
Crompton Parkinson Cables Ltd	Midland	60003797	01/01/1982	01/01/1985
Crompton Parkinson Cables Ltd	Midland	60152520	01/01/1985	13/03/1989

Druryway Samba Limited

Conex Sanbra Ltd	Iron Trades	10116/00/E	01/01/1963	31/03/1974
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Elkington & Co. Limited

Elkington & Co. Ltd	Midland	EL092369	31/12/1956	31/12/1962
Elkington & Co. Ltd	Iron Trades	10114/00/E	01/01/1963	31/03/1974

Elkington Mansill Booth Limited

Mansill Booth & Co Ltd	Iron Trades	10115/00/E	01/01/1963	31/03/1974
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Enfield Rolling Mills Limited

Enfield Rolling Mills Ltd	Iron Trades	8920/00/E	01/01/1959	31/03/1974
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Johnson & Phillips Limited

Johnson & Phillips Ltd	Iron Trades	05950/00/E	01/01/1933	31/12/1968
Johnson & Phillips Ltd	Iron Trades	12372/00/E	01/01/1969	31/03/1974

Lancashire Repetition Limited

Lancashire Repetition Ltd	Iron Trades	9764/00/E	01/01/1962	31/03/1974
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Monmer Foundry Limited

Barker Bros (Brassfounders) Ltd	Midland	EL017477	31/12/1929	31/12/1943
Barker Bros (Brassfounders) Ltd	Midland	EL098221	29/05/1958	31/07/1971
Barker Bros (Brassfounders) Ltd	Midland	EL074996	31/07/1971	05/04/1975

Solent Repetition Limited

Solent Repetition Ltd	Iron Trades	10254/00/E	01/04/1963	31/03/1974
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PART B**Coverage from 1 April 1974**

Delta Group PLC	Guardian Royal Exchange	AG128/J8746939	01/04/1974	31/12/1974
Delta Group PLC	Guardian Royal Exchange	AG128/K2417982	01/01/1975	31/12/1975
Delta Group PLC	Guardian Royal Exchange	SG128/L7908478	01/01/1976	30/06/1979
Delta Group PLC	Guardian Royal Exchange	GG128/M2480239	01/07/1979	01/07/1980
Delta Group PLC	Guardian Royal Exchange	GG128/J8746939	01/01/1980	30/06/1981
Delta Group PLC	Guardian Royal Exchange	GG128/P4190766	01/07/1981	30/06/1983
Delta Group PLC	Iron Trades	15392/00/E	01/07/1983	30/06/1985
Delta Group PLC	Iron Trades	15399/00/E	01/07/1985	30/06/1989
Delta Group PLC	Guardian Royal Exchange	CG128/Z0325531	01/07/1989	30/06/1991
Delta Group PLC	Winterthur	W50976	01/07/1991	30/06/1997
Delta Group PLC	Ace	42UKA04312	01/07/1997	30/06/2003
Delta Group PLC	Zurich	LN439877	01/07/2003	30/06/2016

All of the above noted insurers, with the exception of Iron Trades are still believed to be solvent.

Iron Trades

Iron Trades are an insolvent insurer trading as Chester Street Insurance Holdings Limited, and all claims against coverage through this company are handled through the run off agency, Capita Insurance Services Ltd, who, as soon as the company is dissolved, will TPR (Third Party Rights) validate their policies. Once the policies are TPR validated, the FSCS will provide funding as follows:

- 100% of agreed settlement for exposures from 01 January 1972 onwards
- 90% of agreed settlement for exposures prior to 01 January 1972

Where culpable exposure took place either side of 01 January 1972, the FSCS will fund at the above levels on a pro-rata basis.

However, it should be noted that for mesothelioma claims where there is a proportion of culpable exposure from 01 January 1972 onwards, the FSCS will fund 100% of the agreed settlement irrespective of whether a proportion of the exposure is prior to 1972.

SCHEDULE 4

The Standard Conditions

1. INTRODUCTION

- 1.1 You should read these Standard Conditions alongside the Proposal.
- 1.2 The definitions in the Proposal will apply to the Standard Conditions.
- 1.3 If there are joint Nominees or Supervisors, any reference to the Nominee or Supervisor should be read as a reference to the joint Nominees or Supervisors.
- 1.4 The Standard Conditions deal with issues which are likely to arise in all company voluntary arrangements. If the Standard Conditions and the Proposal conflict, the Proposal will prevail.

2. DEALING WITH THE VARIOUS CLASSES OF CREDITORS

2.1 Secured Creditors

Unless a Secured Creditor concerned expressly agrees, nothing in this Proposal shall restrict the rights of a Secured Creditor to enforce or continue with the enforcement of their security.

2.2 Preferential Creditors

Preferential Creditors shall be paid in priority to CVA Creditors with unsecured claims.

2.3 Unsecured Creditors

The Supervisor will value CVA Claims by reference to their value on the date on which the CVA Claims are made.

2.4 Connected Creditors

The Supervisor shall treat any Connected Creditors for proving and payment of dividends in the same manner as any other CVA Creditors of the same category (i.e. secured, preferential or unsecured).

2.5 Co-Debtors

The release of the Companies from any liability to a CVA Creditor under the CVA shall not release any co-debtor from the same debt.

2.6 Creditors that are not CVA Creditors

- 2.6.1 If, after the Decision Date, either the Supervisor or the Companies become aware of a creditor of any Company who is not bound by this Proposal, then the Supervisor may agree to treat that creditor if they were so bound.
- 2.6.2 The Supervisor or the Companies shall determine the amount of any such creditor's claim to be admitted as a CVA Claim. The Supervisor shall not admit such a claim unless the creditor agrees to be bound by the CVAs. The creditor shall have no claim to any distribution that has already been paid.

2.7 Admitting Claims

- 2.7.1 In admitting CVA Creditor claims, the Supervisor shall apply the sections and rules of the IA86 and the Rules that relate to admitting proofs of debt by a liquidator in a creditors' voluntary liquidation (with any necessary amendments).
- 2.7.2 Chapter 3 of Rule 14 of the Rules which relates to distribution to creditors by a liquidator in a creditors' voluntary arrangement shall apply (with any necessary amendments) to the CVAs except:
 - (a) where the Rules refer to "office-holder", the word Supervisor should replace it;
 - (b) Rule 14.32 is subject to conditions 2.6.1 and 3; and
 - (c) Rules 14.34(2), 14.41 and 14.42 do not apply.

2.7.3 If the Supervisor still holds funds after the termination of the CVAs, the Supervisor may pay the funds to any of the Companies or, if the Companies have been dissolved, to the Treasury Solicitor.

3. **DISPUTED CLAIMS**

3.1 Any disputed claims shall be resolved in accordance with this condition.

3.2 Within 21 days of the Supervisor confirming to a CVA Creditor that his CVA Claim has either been:

3.2.1 allowed for a lower amount than that claimed; or

3.2.2 rejected,

that CVA Creditor may deliver a notice (the **Disputed Claim Notice**) to the Supervisor.

3.3 If the CVA Creditor does not deliver a Disputed Claim Notice within 21 days, that CVA Creditor is deemed to have accepted the:

3.3.1 amount for which the Supervisor has admitted the CVA Claim; or

3.3.2 rejection of the CVA Claim.

3.4 The Disputed Claim Notice must:

3.4.1 give reasons why the CVA Creditor believes the Supervisor's assessment of his claim is incorrect;

3.4.2 include any other supporting evidence and information the CVA Creditor wishes to rely on; and

3.4.3 confirm the amount the CVA Creditor claims (the **Disputed Claim Amount**).

3.5 On receipt of a Disputed Claim Notice, the Supervisor will reconsider the reasons, information or supporting evidence the CVA Creditor supplied.

3.6 No CVA Creditor shall be entitled to challenge a decision by the Supervisor to admit the claim of another CVA Creditor or person claiming to be a CVA Creditor unless bad faith on the part of the Supervisor is proved.

4. **MORATORIUM**

4.1 Unless condition 4.3 applies, with effect from the Decision Date, no CVA Creditor shall be entitled to take or continue any Process against any of the Companies or the CVA Assets in any jurisdiction for the purpose of:

4.1.1 obtaining payment of any liability or part of it;

4.1.2 enforcement of any contractual right, equitable right, covenant or obligation of the Company; or

4.1.3 placing the Company into liquidation, administration or any analogous proceedings in any jurisdiction.

4.2 If any CVA Creditor has started or completed a Process against the Company or the Assets that has arisen as a result of any CVA Related Event, that CVA Creditor will discontinue or withdraw from that Process at their own expense and consent to any application by the Company for relief against it.

4.3 A CVA Creditor may:

4.3.1 enforce its rights under the Proposal;

4.3.2 enforce its rights under the terms of any contract as modified by the Proposal; or

4.3.3 take any Process against the Company as a consequence of non-payment of any amount when due under the Proposal.

4.4 In this condition a **CVA Related Event** is:

- 4.4.1 the announcement, issue or making or coming into effect of the Proposal or the CVA or any other step taken in relation to them;
- 4.4.2 the convening of the creditors' qualifying decision procedure to vote on the Proposal;
- 4.4.3 the Company being, or being deemed to be insolvent or unable to pay its debts as they fall due as a result of conditions 4.4.1 or 4.4.2; or
- 4.4.4 any cross-default provision triggered as a result of any of conditions 4.4.1, 4.4.2 or 4.4.3.
- 4.5 In this condition a **Process** is any legal process, other process, action or self-help remedy (whether by way of demand, legal proceedings, alternative determination process (including an expert determination process), tribunal, commercial rent arrears recovery, execution of judgment or otherwise).
- 5. **RELEASE**
The issue of a Completion Certificate by the Supervisor shall operate as a final settlement, release and discharge of all CVA Claims.
- 6. **CREDITORS' COMMITTEE**
 - 6.1 If a creditors' committee is established under the Proposal, conditions 6.1 to 6.17 will apply.
 - 6.2 A creditors' committee shall consist of not less than three but not more than five CVA Creditors as members of the committee. For the appointment to be valid, a CVA Creditor must give his written consent to act to the Supervisor within 28 days of being appointed as a member of the committee.
 - 6.3 Any member of the creditors' committee must (if not an individual) appoint in writing an individual who is at least 18 years old to represent him at the committee meetings. The CVA Creditor must give a copy of the written appointment to the Supervisor on request.
 - 6.4 A committee member will vacate office:
 - 6.4.1 by giving 14 days' written notice of his resignation to the Supervisor;
 - 6.4.2 if he is neither present nor represented at any three successive meetings of the committee unless the members of the committee present at the third meeting resolve by a majority that he shall not vacate office.
 - 6.5 If any vacancy in the Committee occurs (for whatever reason):-
 - 6.5.1 the vacancy need not be filled unless there are fewer than three remaining committee members or the Supervisor and the majority of the remaining members of the committee agree to fill the vacancy under condition 6.5.2;
 - 6.5.2 the Supervisor shall have a discretion to appoint a CVA Creditor to fill any vacancy provided most of the remaining members of the committee agree with the Supervisor's nomination;
 - 6.5.3 the CVA Creditors may fill any vacancy by resolution passed at a general meeting of CVA Creditors.
 - 6.6 The committee may not exercise any of its powers when the number of committee members falls below three, except to agree to fill any vacancy or vacancies in the committee.
 - 6.7 The quorum for any committee meeting shall be two CVA Creditors present in person or by proxy. If no quorum is present at any committee meeting then:
 - 6.7.1 the committee may not exercise any of its powers except to fill a vacancy or vacancies;
 - 6.7.2 the committee meeting will be automatically adjourned to the same place and time five Business Days after the date on which the committee meeting is first convened. The quorum for the adjourned meeting shall be one member present in person or by proxy.

- 6.8 Any proxy appointing a person to represent a CVA Creditor at a meeting of the creditors' committee is deemed to be an authority for that person:
- 6.8.1 to sign a consent to act on behalf of the CVA Creditor to become a member of the committee; and
 - 6.8.2 to represent the CVA Creditor on the committee,
- unless the proxy form states otherwise.
- 6.9 The Supervisor shall report to the creditors' committee on all matters which the Supervisor considers will be of concern to the committee in relation to the CVAs. The Supervisor will report in such manner and at such frequency as he thinks fit, but unless otherwise agreed he shall report at intervals of not less than 6 months.
- 6.10 The Supervisor shall consider the views of the committee on matters he reports to them or which the committee raise as matters of concern to them.
- 6.11 The Supervisor shall call meetings of the creditors' committee at such times as he thinks fit save that:
- 6.11.1 the Supervisor shall call a meeting of the creditors' committee if a majority of the committee members asks him to (but the Supervisor shall not be obliged to call a meeting of the creditors' committee more often than once in any eight week period while the CVAs are in force); and
 - 6.11.2 the first meeting of the creditors' committee shall take place within three months of the Decision Date.
- 6.12 The Supervisor will give not less than fourteen days' notice of a creditors' committee meeting to each member of the committee or its authorised representative.
- 6.13 Any resolution is passed if a majority in number of those voting in person or by proxy vote in favour.
- 6.14 No member of the committee may vote on any matter in which he has a personal interest other than an interest in his capacity as a CVA Creditor.
- 6.15 The Supervisor or a senior member of his staff experienced in insolvency matters will chair meetings of the creditors' committee.
- 6.16 The Supervisor may pay any reasonable expenses incurred by a committee member or members' representative in attending the meeting as an expense of the CVAs.
- 6.17 The CVA Creditors in a general meeting may exercise any of the powers or functions of the creditors' committee.
- 7. SUPERVISOR'S FUNCTIONS AND POWERS**
- 7.1 The Supervisor shall have no duties or responsibilities except as may be expressly set out in this document or imposed by IA86 and the Rules.
- 7.2 The Supervisor may perform his duties through agents and employees and shall be entitled to rely on:
- 7.2.1 any communication, instrument or document or information (whether provided in writing or orally) he believes to be genuine and correct; and
 - 7.2.2 the advice of or information obtained from any professional adviser or other person (whether instructed by them or not) he believes to be competent.
- 7.3 Each of the CVA Creditors and the Companies agree that:
- 7.3.1 the Supervisor shall not assume any fiduciary or other special responsibility or duty to any CVA Creditor or the Companies (as the case may be) as a result of the implementation or operation of the CVAs;
 - 7.3.2 all information supplied to the Supervisor has originated from the Companies or a third party; and
 - 7.3.3 the Supervisor does not warrant the accuracy of that information.

- 7.4 Without prejudice to any trusts created by the CVAs, the Supervisor's duties shall be owed solely to the Companies.
- 7.5 The powers given to the Supervisor by the Proposal shall be exercisable without the sanction of a creditors' committee.
- 7.6 The Supervisor has no responsibility for or in respect of any financial statements of the Companies which the directors have prepared.
- 7.7 The Supervisor's functions shall be:
 - 7.7.1 to implement the CVAs under the terms of Part 1 IA86, the Rules and the Proposal;
 - 7.7.2 to receive any funds paid into the CVAs;
 - 7.7.3 to agree CVA Creditors' claims;
 - 7.7.4 to distribute CVA Assets, in his absolute discretion, he sees fit;
 - 7.7.5 to report to creditors on the progress of the CVAs at such times as the Supervisor in his absolute discretion determines; and
 - 7.7.6 to deal with administrative matters in relation to the CVAs.
- 7.8 To discharge his functions the Supervisor shall have the following powers:
 - 7.8.1 to employ solicitors and other professional advisors to act and advise on any matters on which he considers assistance is appropriate at the expense of the CVAs;
 - 7.8.2 to bring or defend any action or other legal proceedings in the name and on behalf of the Companies for the purpose of enforcing the provisions of the CVAs;
 - 7.8.3 to use the Companies' seals;
 - 7.8.4 to make a compromise with any CVA Creditor or a person claiming to be a CVA Creditor;
 - 7.8.5 to spend (at his absolute discretion) CVA Assets to repair, complete or alter any assets he or the Company holds if he considers that:
 - (a) it is likely to be in the interest of the CVA Creditors to do so;
 - (b) the work is required for safety reasons; or
 - (c) to comply with any statutory obligation.
 Such expense will rank as an expense incurred by the Supervisor under the CVAs;
 - 7.8.6 to take such security as he considers necessary or desirable over the assets of the Companies to secure the realisation of assets under the terms of the CVAs;
 - 7.8.7 to register a restriction or notice on all and any properties owned by the Companies;
 - 7.8.8 to present a winding up petition against any of the Companies as permitted by the Proposal;
 - 7.8.9 to take steps to dissolve any Company which he reasonably considers is not subject to any CVA Claims;
 - 7.8.10 to delegate to his firm or any employees of his firm any or all of his duties and powers (unless he must perform them personally);
 - 7.8.11 to investigate any matters which might on a liquidation of any of the Companies fall within the terms of:
 - (a) Section 238 (transactions at an undervalue);
 - (b) Section 239 (preferences);

- (c) Section 244 (extortionate credit transactions);
 - (d) Section 245 (avoidance of certain floating charges); or
 - (e) Section 423 (transactions defrauding creditors) of the Act;
- 7.8.12 to negotiate with any person that might be liable to pay a liquidator under any of the sections referred to in condition 7.8.11 and to secure a payment from them into the CVAs;
- 7.8.13 to apply to the court for directions about any matters arising in the CVAs without reference to CVA Creditors (and if the Court gives directions then, to the extent required, the CVAs shall be so modified);
- 7.8.14 to use any power of attorney the Companies have granted in his favour to secure the performance of any of the Companies' obligations under the CVAs;
- 7.8.15 to make any payment that is necessary or expedient to the performance of his functions; and
- 7.8.16 to do all other things incidental to the exercise of the foregoing powers.
- 7.9 The Supervisor shall have, in addition to any powers conferred on him under IA86 or the Rules or the Proposal or otherwise as a matter of law, such powers as are necessary or expedient to enable him to carry out his functions under the CVAs in accordance with its terms.
- 7.10 Any act required or authorised to be done by the Supervisor in connection with the CVAs where there is more than one Supervisor can be done by either or both of them.
- 7.11 The Companies shall not hold out the Supervisor or his firm as agent of the Companies, save that, in exercising his powers under the CVAs, the Supervisor shall act as the Companies' agent and without personal liability. The Supervisor shall be entitled to an indemnity on demand from the Companies against:
 - 7.11.1 (in the absence of fraud, gross negligence or wilful default) all actions, claims, proceedings and demands brought or made against him in respect of the conduct of the CVAs and for all remuneration, expenses and liabilities and obligations he incurs carrying out his functions; and
 - 7.11.2 any liability he incurs defending any proceedings, whether civil or criminal, in which judgement is given in his favour.
- 7.12 The Companies shall indemnify the Supervisor on demand for any liability incurred by him in defending the CVAs or any challenge to the CVAs, without prejudice to the Court's power to order any person to pay the costs of and occasioned by such proceedings.
- 7.13 The office of Supervisor shall be vacated by a Supervisor if the Supervisor:
 - 7.13.1 dies, becomes bankrupt or mentally disordered;
 - 7.13.2 is convicted of an indictable offence (other than a road traffic offence);
 - 7.13.3 resigns his office by 28 days' written notice to the directors; or
 - 7.13.4 ceases to be a qualified insolvency practitioner.
- 7.14 If a vacancy arises in the office of Supervisor then:
 - 7.14.1 if there is no remaining Supervisor, the outgoing Supervisor's firm may elect an alternative partner to take the appointment as Supervisor.
 - 7.14.2 if there is a remaining Supervisor, then the continuing Supervisor may (at his absolute discretion):
 - (a) choose not to replace the Supervisor who has vacated office; or
 - (b) agree to the appointment by the Supervisor's firm of a replacement Supervisor.
- 7.15 If a new Supervisor is nominated, the new Supervisor will write to the CVA Creditors within one calendar month of his appointment to inform them of it.

- 7.16 Despite any contrary terms of the CVAs the Supervisor is not required to undertake any duties or incur any expenses for the CVAs unless he is satisfied that he has enough funds under his control to cover such costs and expenses.
8. **DEALING IN GOOD FAITH AND FOR VALUE**
- A person dealing with the Supervisor in good faith and for value is not concerned to enquire whether the Supervisor is acting within his powers.
9. **CREATION OF TRUST**
- Any funds the Supervisor holds in connection with the CVAs shall be held on trust for the Nominee's Remuneration, the Supervisor's Remuneration and the CVA Creditors in the order of priority provided for by the CVAs.
10. **BANKING OF FUNDS**
- The Supervisor shall hold all money he receives in connection with the CVAs in an account or accounts opened with a recognised UK clearing bank or building society in the name of the Supervisor as trustee. The Supervisor shall be the signatory for these accounts. The Supervisor shall have the power to invest any funds on deposit or otherwise with a recognised clearing bank.
11. **COMPANY'S OBLIGATIONS TO THE SUPERVISOR**
- 11.1 While the CVAs are in force, the Companies will ensure that their officers will:
- 11.1.1 execute such documents and take such steps as the Supervisor may require to provide security to the Supervisor for performance of the terms of the CVAs;
- 11.1.2 cooperate fully with the Supervisor, without charge:
- (a) in any investigations he undertakes (and this cooperation includes providing all information and documents in the Companies' or their possession, custody, power or control including any documents or information over which they may otherwise claim privilege); and
- (b) in every way that he may reasonably require in connection with the CVAs to ensure the success of the CVAs;
- 11.1.3 immediately pay the Supervisor any funds the Companies receive for the CVA Assets;
- 11.1.4 immediately report to the Supervisor if:
- (a) a judgment for a non-CVA Liability remains unpaid for more than 14 days;
- (b) a liability for any rates or any tax or VAT debt that is a non-CVA Liability remains unpaid for more than 14 days;
- (c) an enforcement officer executes a warrant of distress on any of the Companies' assets;
- (d) a statutory demand threatening the issue of a winding up petition against any of the Companies is served on any of the Companies;
- (e) a winding up petition is issued against any of the Companies;
- (f) a winding up petition is served on any of the Companies;
- (g) a receiver, manager or administrative receiver is appointed in respect any of the Companies and/or any of their assets or the whole or substantially the whole of their assets;
- (h) any steps are taken which may result in the appointment of an administrator to any of the Companies; or
- (i) any steps are taken that may result in a moratorium being granted for any of the Companies under the Insolvency Act 2000.

12. **VARIATION OF THE ARRANGEMENT**

- 12.1 If the Supervisor considers that it is in the interests of the CVA Creditors to vary the CVAs after the Decision Date then he can propose a variation. Subject to condition 12.5, a variation is incorporated into this Proposal if at least three-quarters in value of the CVA Creditors voting on the proposed variation at either a physical meeting, by postal vote or electronically approve it.
- 12.2 If the Supervisor decides to seek approval of a variation by post then he shall send details of the proposed variation to each CVA Creditor. He shall specify a date (not less than 21 days after posting) by which the CVA Creditors must return a voting form indicating their vote for or against the variation. If the Supervisor receives the approval of in excess of three quarters in value of the CVA Creditors voting on the proposed variation by post then the variation will be deemed to have been approved by the CVA Creditors.
- 12.3 If the Supervisor decides to seek approval of a variation by convening a creditors' meeting then the provisions of the Act and the Rules shall apply to such a meeting in the same way (subject to any necessary amendments) as they would apply to a meeting of creditors at which initial approval of a company voluntary arrangement is sought.
- 12.4 Rules 15.9 (except Rule 15.9(3)), 15.31 (save that the voting record date is the Decision Date) and 15.33 apply to any voting for a variation.
- 12.5 The Members agree that their consent to any variation shall not be required and the variation shall bind the Members if the CVA Creditors approve it.

13. **DEFAULT**

- 13.1 Any of the following events is an event of default of the CVAs:
- 13.1.1 discovery by the Supervisor that the Statements of Affairs contain a deliberate and material inaccuracy;
 - 13.1.2 any material mis-statement of the value of or non-disclosure of the Companies' assets;
 - 13.1.3 a winding-up order being made in respect of any of the Companies before a Completion Certificate is issued;
 - 13.1.4 where the CVAs provide for the Companies or a third party to pay money to the Supervisor, any failure to pay this money in full by the date the Proposal provides. The Supervisor may (at his absolute discretion), if he considers it in the interests of the CVA Creditors extend the time to pay or to allow the money to be paid by instalments;
 - 13.1.5 any other failure by the Companies to comply with the terms of the CVAs which the Supervisor (acting reasonably) considers to be material and a request from the Supervisor to the Companies to remedy the breach has not been complied with for more than 28 days.
- 13.2 If there is an event of default, the Supervisor shall give 28 days' notice to the Companies of his intention to issue a Certificate of Termination. The notice shall specify:
- 13.2.1 the irregularity, omission or default resulting in the proposed issue of a Certificate of Termination;
 - 13.2.2 if the irregularity, omission or default can be remedied (in the Supervisor's opinion);
 - 13.2.3 the action the Supervisor requires the Companies to take; and
 - 13.2.4 the deadline for the Companies to take the action.
- 13.3 If the Companies put right the irregularity, omission or default within the time period specified then the Supervisor may not issue a Certificate of Termination.
- 13.4 If:
- 13.4.1 the irregularity, omission or default cannot be remedied (in the Supervisor's opinion); or

- 13.4.2 if the Companies fail to put right the irregularity, omission or default within the deadline,
the Supervisor may issue a Certificate of Termination.
- 13.5 Until the Supervisor issues a Certificate of Termination, the CVA Creditors:
- 13.5.1 are bound by the terms of the CVAs; and
- 13.5.2 shall not be entitled to recover any additional sums from the Company in respect of their CVA Claim.
- 13.6 If however the Supervisor issues a Certificate of Termination he will advise the CVA Creditors in writing of the issue of such notice and the CVA Creditors shall be entitled thereafter to pursue the Companies for their CVA Claims.
- 13.7 If the Supervisor issues a Certificate of Termination he may (at his absolute discretion) present a petition for the winding up of any of the Companies, should he consider it to be in the interests of the CVA Creditors to do so.
- 13.8 If the Supervisor presents a petition for the winding up of any of the Companies which results in a winding up order being made any assets included in the arrangement (whether realised or unrealised) shall remain subject to the terms of the trust set out in condition 9 above and will not form part of the general assets of the Companies for the purpose of their liquidation. The Supervisor shall apply the proceeds of any such assets in accordance with the priorities set out in the CVAs.
- 13.9 If the Companies comply with the terms of the CVAs, the Supervisor shall issue a Certificate of Completion once the CVAs have been completed in accordance with the terms of the CVAs. On the issue of a Certificate of Completion the Company shall be released from all CVA Liabilities unless the Proposal specifically excludes such release.
14. **GOVERNING LAW AND JURISDICTION**
- 14.1 The CVAs and any obligations arising out of, or connected with the CVAs are governed by and in accordance with English Law.
- 14.2 The English Courts shall have exclusive jurisdiction in respect of the CVAs.

SCHEDULE 5

Extracts from IA86 and the Rules dealing with the requisite majorities of creditors and members

VOLUNTARY ARRANGEMENTS The Insolvency (England and Wales) Rules 2016

Rule 15.28(5) – Creditors Voting Rights

In a decision relating to a proposed CVA or IVA every creditor, secured or unsecured, who has notice of the decision procedure, is entitled to vote in respect of that creditor's debt

Rule 15.34 - Requisite majorities

15.34 (1) A decision is made by creditors when a majority (in value) of those voting have voted in favour of the proposed decision, except where this rule provides otherwise.

15.34 (3) Each of the following decisions in a proposed CVA is made when three-quarters or more (in value) of those responding vote in favour of it—

- (a) a decision approving a proposal or a modification;
- (b) a decision extending or further extending a moratorium; or
- (c) a decision bringing a moratorium to an end before the end of the period of any extension.

15.34 (4) In a proposed CVA a decision is not made if more than half of the total value of the unconnected creditors vote against it.

15.34 (5) For the purposes of paragraph (4)

- (a) a creditor is unconnected unless the convener or chair decides that the creditor is connected with the company;
- (b) in deciding whether a creditor is connected reliance may be placed on the information provided by the company's statement of affairs or otherwise in accordance with these Rules; and
- (c) the total value of the unconnected creditors is the total value of those unconnected creditors whose claims have been admitted for voting.

15.34 (6) In a case relating to a proposed IVA

- (a) a decision approving a proposal or a modification is made when three-quarters or more (in value) of those responding vote in favour of it;
- (b) a decision is not made if more than half of the total value of creditors who are not associates of the debtor vote against it.

15.34 (7) For the purposes of paragraph (6)

- (a) a creditor is not an associate of the debtor unless the convener or chair decides that the creditor is an associate of the debtor;
- (b) in deciding whether a creditor is an associate of the debtor, reliance may be placed on the information provided by the debtor's statement of affairs or otherwise in accordance with these Rules; and
- (c) the total value of the creditors who are not associates of the debtor is the total value of the creditors who are not associates of the debtor whose claims have been admitted for voting.

The Insolvency Act 1986

In this annex the following definitions from the Insolvency Act 1986 (Act) apply.

249. "Connected" with a company.

For the purposes of any provision in this Group of Parts, a person is connected with a company

if—

(a) he is a director or shadow director of the company or an associate of such a director or shadow director, or

(b) he is an associate of the company;

and "associate" has the meaning given by section 435 in Part XVIII of this Act.

435. Meaning of "associate".

(1) For the purposes of this Act any question whether a person is an associate of another person is to be determined in accordance with the following provisions of this section (any provision that a person is an associate of another person being taken to mean that they are associates of each other).

[

(2) A person is an associate of an individual if that person is—

(a) the individual's husband or wife or civil partner,

(b) a relative of—

(i) the individual, or

(ii) the individual's husband or wife or civil partner, or

(c) the husband or wife or civil partner of a relative of—

(i) the individual, or

(ii) the individual's husband or wife or civil partner.

]

(3) A person is an associate of any person with whom he is in partnership, and of the husband or wife [or civil partner] or a relative of any individual with whom he is in partnership; and a Scottish firm is an associate of any person who is a member of the firm.

(4) A person is an associate of any person whom he employs or by whom he is employed.

(5) A person in his capacity as trustee of a trust other than—

(a) a trust arising under any of the second Group of Parts or the [Bankruptcy (Scotland) Act 2016], or

(b) a pension scheme or an employees' share scheme [...],

is an associate of another person if the beneficiaries of the trust include, or the terms of the trust confer a power that may be exercised for the benefit of, that other person or an associate of that other person.

(6) A company is an associate of another company—

(a) if the same person has control of both, or a person has control of one and persons who are his associates, or he and persons who are his associates, have control of the other, or

(b) if a group of two or more persons has control of each company, and the groups either consist of the same persons or could be regarded as consisting of the same persons by treating (in one or more cases) a member of either group as replaced by a person of whom he is an associate.

(7) A company is an associate of another person if that person has control of it or if that person and persons who are his associates together have control of it.

(8) For the purposes of this section a person is a relative of an individual if he is that individual's brother, sister, uncle, aunt, nephew, niece, lineal ancestor or lineal descendant, treating—

(a) any relationship of the half blood as a relationship of the whole blood and the stepchild or adopted child of any person as his child, and

(b) an illegitimate child as the legitimate child of his mother and reputed father;

and references in this section to a husband or wife include a former husband or wife and a reputed husband or wife [and references to a civil partner include a former civil partner] [and a reputed civil partner].

(9) For the purposes of this section any director or other officer of a company is to be treated as employed by that company.

(10) For the purposes of this section a person is to be taken as having control of a company if—

(a) the directors of the company or of another company which has control of it (or any of them) are accustomed to act in accordance with his directions or instructions, or

(b) he is entitled to exercise, or control the exercise of, one third or more of the voting power at any general meeting of the company or of another company which has control of it;

and where two or more persons together satisfy either of the above conditions, they are to be taken as having control of the company.

(11) In this section "company" includes any body corporate (whether incorporated in Great Britain

or elsewhere); and references to directors and other officers of a company and to voting power at any general meeting of a company have effect with any necessary modifications.

SCHEDULE 6

Information to Creditors - Charge-out Rates and Policy Regarding the Recharge of Disbursements

Charge-out Rates (£ per hour)

Partner	£250
Administrator	£170
Junior Administrator	£105

The above grades include staff in all departments within the firm, comprising Business Recovery & Insolvency, General Practice, Corporate Finance, Taxation, Payroll and Administration.

Time is recorded in units of 0.1 hours (ie 6-minute units) and is subject to an annual review.

Disbursements

In accordance with Statement of Insolvency Practice 9 (SIP9) disbursements are categorised as either Category 1 or Category 2.

Category 1 Disbursements

These are costs where there is specific expenditure directly referable both to the appointment in question and a payment to an independent third party. These may include, for example, advertising, room hire, storage, postage, telephone charges, travel expenses and equivalent costs reimbursed to the office holder or his or her staff.

Category 1 disbursements may be drawn without prior approval, although an office holder should be prepared to disclose information about them in the same way as any other expenses.

Category 2 Disbursements

These are costs that are directly referable to the appointment in question but not to a payment to an independent third party. They may include shared or allocated costs that can be allocated to the appointment on a proper and reasonable basis, for example business mileage.

Category 2 disbursements may be drawn if they have been approved in the same manner as an office holder's remuneration. When seeking approval, an office holder should explain, for each category of expense, the basis on which the charge is being made.

M1 Insolvency proposes to recover Category 2 disbursements as follows:

- external disbursements will be recharged at cost;
- travel car mileage at up to 45p per mile;
- storage of boxes (when not recharged as a Category1 expense) £3 per archive box per quarter;
- postage (depending on size and weight) at costs;
- files and dividers £2 per 100 creditors; and
- letters are recharged at the rate of £1 per letter and £3 per report.

All costs are subject to VAT, where applicable.