

Rule 1.29/1.54

The Insolvency Act 1986

Notice to Registrar of Companies of  
Completion or Termination of  
Voluntary Arrangement

Pursuant to Rule 1.29 or Rule 1.54 of the  
Insolvency Rules 1986

# R.1.29/ R.1.54

To the Registrar of Companies

For Official Use

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Company Number

02891178

(a) Insert full name of  
Company

Name of Company

Paragon Business Furniture Limited

(b) Insert full name and  
Address

*/s/* We Lloyd Biscoe  
Begbies Traynor (Central) LLP  
The Old Exchange  
234 Southchurch Road  
Southend on Sea  
SS1 2EG

Wayne McPherson  
Begbies Traynor (Central) LLP  
The Old Exchange  
234 Southchurch Road  
Southend on Sea  
SS1 2EG

(c) Insert date

(d) Delete as applicable

the supervisor of a voluntary arrangement which took effect on 8 April, 2010 enclose a copy of my notice to the creditors and members of the above-named company that the voluntary arrangement has been completed, (d) together with a report of my receipts and payments

Signed



Date

22/07/2016

Presenter's name,  
address and reference  
(if any)

PA019CVA  
Paragon Business Furniture Limited

Lloyd Biscoe  
Begbies Traynor (Central) LLP  
The Old Exchange  
234 Southchurch Road  
Southend on Sea  
SS1 2EG

For Official Use

Liquidation Section

Post Room

FRIDAY



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A36

29/07/2016

#482

COMPANIES HOUSE

No. 206 of 2010

**IN THE MATTER OF  
PARAGON BUSINESS FURNITURE LIMITED  
AND  
IN THE MATTER OF THE INSOLVENCY ACT AND RULES 1986**

**Notice to Creditors Pursuant to Rule 1.29(1) of The Insolvency Rules 1986**

I hereby confirm that the above Company Voluntary Arrangement has been fully implemented as of 22 July 2016. Further information can be found in the Supervisors' final report and account dated 22 July 2016.

Dated

22 / 07 / 2016

Signed



**Wayne Macpherson**  
Joint Supervisor

No 206 of 2010

Lloyd Biscoe and Wayne Macpherson appointed joint supervisors  
on 8 April 2010

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## **Paragon Business Furniture Limited (Company Voluntary Arrangement)**

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### **Joint Supervisors' Final Report on completion of the Company's Voluntary Arrangement**

**Period: 08 April 2010 to 22 July 2016**

#### **Important Notice**

This report has been produced by the supervisors solely to comply with their statutory duty to report to creditors and members at the conclusion of the Voluntary Arrangement. The report is private and confidential and may not be relied upon, referred to, reproduced or quoted from, in whole or in part, by creditors or members for any purpose other than this report to them or by any other person for any purpose whatsoever.

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## 1. INTERPRETATION

<u>Expression</u>	<u>Meaning</u>
"the Company"	Paragon Business Furniture Limited (Under a Voluntary Arrangement)
"the Supervisors" "we" "us" "our" etc	Lloyd Biscoe of Begbies Traynor (Central) LLP, The Old Exchange, 234 Southchurch Road, Southend on Sea, SS1 2EG and Wayne Macpherson of Begbies Traynor (Central) LLP, The Old Exchange, 234 Southchurch Road, Southend on Sea, SS1 2EG
"the Arrangement"	The terms of the Proposal, Standard Conditions and any modifications (and/or variations) agreed by the Company's creditors
"the Act"	The Insolvency Act 1986 (as amended)
"the Rules"	The Insolvency Rules 1986 (as amended)
"secured creditor" and "unsecured creditor"	Secured creditor, in relation to a company, means a creditor of the company who holds in respect of his debt a security over property of the company, and "unsecured creditor" is to be read accordingly (Section 248(1)(a) of the Act)
"security"	(i) In relation to England and Wales, any mortgage, charge, lien or other security (Section 248(1)(b)(i) of the Act), and  (ii) In relation to Scotland, any security (whether heritable or moveable), any floating charge and any right of lien or preference and any right of retention (other than a right of compensation or set off) (Section 248(1)(b)(ii) of the Act)

## 2. RELEVANT INFORMATION

Name of Company	Paragon Business Furniture Limited
Trading name(s)	As above
Date of Incorporation	25 January 1994
Company registered number	02891178
Company registered office	The Old Exchange, 234 Southchurch Road, Southend on Sea, SS1 2EG
Commencement date of the Arrangement	8 April 2010
Duration of the Arrangement	5 years

Main provisions of the Arrangement	<p>The Company would make voluntary contributions over 5 years, however these would be minimal for the first 2 years</p> <p>The contributions were to be stepped in line with the below</p> <table> <tr> <td>Year 1</td><td>£1,746 (Month 3-12)</td></tr> <tr> <td>Year 2</td><td>£2,182 50</td></tr> <tr> <td>Year 3</td><td>£3,637 50</td></tr> <tr> <td>Year 4</td><td>£3,637 50</td></tr> <tr> <td>Year 5</td><td>£3,637 50</td></tr> </table>	Year 1	£1,746 (Month 3-12)	Year 2	£2,182 50	Year 3	£3,637 50	Year 4	£3,637 50	Year 5	£3,637 50
Year 1	£1,746 (Month 3-12)										
Year 2	£2,182 50										
Year 3	£3,637 50										
Year 4	£3,637 50										
Year 5	£3,637 50										
Variations to the Arrangement since approval	The arrangement was extended for a period of nine months by the consent of the creditors, to facilitate the payment of contributions due as a result of a payment holiday between April 2013 and January 2014										
Dividend(s) paid to creditors	<p>A dividend of 100 pence in the £ was paid to preferential creditors on 26 April 2011 totalling £5,335 19</p> <p>A dividend of 13 74 pence in the £ was paid to the unsecured creditors on 7 October 2013 totalling £50,000 00</p> <p>A final dividend of 19 85p in the £ was paid to the unsecured creditors on 21 July 2016 totalling £75,381 53</p>										

### 3. INTRODUCTION

- 3 1 The Rules require that on final completion or termination of the CVA the joint supervisors are to send a report to creditors and members summarising all receipts and payments made by them in pursuance of the Arrangement. In addition, we are required to explain any departure from the proposal as originally approved
- 3 2 This report should be read in conjunction with the annual progress reports that we have produced and the documentation forming the basis of the Arrangement

### 4. ABSTRACT OF RECEIPTS AND PAYMENTS

Please find at Appendix 1 an abstract which shows the receipts and payments during the period of this report as well as cumulative figures showing the receipts and payments since the date of our appointment. The abstract therefore summarises all receipts and payments made by us in our capacity as Supervisors

### 5. PROGRESS DURING THE PERIOD OF THIS REPORT

- 5 1 You will recall that the terms of the Arrangement as varied provided for the following
- 5 1 1 The Company would make contributions totalling £174,600 over the course of five years. The contributions be made as follows -
- |        |                     |
|--------|---------------------|
| Year 1 | £1,746 (Month 3-12) |
| Year 2 | £2,182 50           |

Year 3 £3,637 50  
Year 4 £3,637 50  
Year 5 £3,637 50

As creditors are aware, the arrangement was extended for a period of nine months by the consent of the creditors, to facilitate the payment of contributions due as a result of a payment holiday between April 2013 and January 2014. This is because the Company's bank, who is a secured creditor and is not bound by the terms of the CVA, demanded a loan repayment which the company could not pay at the same time as the CVA payments. Voluntary contributions resumed in February 2014 with the duration of the CVA extended accordingly.

### **ASSET REALISATIONS**

#### **Debtor contributions**

There has been no debtor contributions during the period of this report. However, throughout the Arrangement, a total of £174,600 has been received in respect of contributions.

#### **Bank Interest Gross**

The total sum of £12 04 has been received in respect of bank interest incurred during the period. A total of £91 01 has been received in this respect during the Arrangement.

#### **Bank Interest Net of Tax**

The total sum of £2 83 has been received during the Arrangement in respect of Bank Interest Tax incurred.

### **COST OF REALISATIONS**

#### **Pension Costs**

The total sum of £300 has been paid to 20-20 Trustee Services Limited during the Arrangement for advice concerning a Company pension scheme.

20-20 Trustee Services Limited are an independent pension trustees firm whom offer insolvency specialised services. A Trustee services provider was necessary as dealing with pension schemes is a regulated industry.

#### **Irrecoverable VAT**

The sum of £966 05 has been written off during the period of this report in respect of VAT that is irrecoverable.

#### **Bank Charges**

The total sum of £56 79 has been paid during the Arrangement in respect of bank charges incurred.

- 5 2 In light of the above, I am pleased to confirm that the Company has complied with its obligations under the Arrangement and we have issued a Completion Certificate.

## **6. OUTCOME FOR CREDITORS**

- 6 1 The total amount owed to unsecured creditors at the commencement of the Arrangement was £598,684. Of this sum, £138,628 06 was owed to an associated company, Hog Furnishing Limited and the sum of £264 was owed to Mr K Harns, both of which agreed to postpone their claims. Rae Woods,

a director of the company was owed £114,100 and confirmed that he would be excluded from receiving a dividend within the arrangement

6.2

6.3 The total claims admitted amount to £384,884.37

6.4 In line with the terms of the Arrangement, an outcome has been achieved for creditors of 33.59p in the £

6.5 Total funds paid to unsecured creditors have amounted to £127,902.33

## 7. JOINT SUPERVISORS' REMUNERATION & DISBURSEMENTS

The Supervisors' remuneration has been fixed by reference to the time properly given by them (as Supervisors) and the various grades of their staff calculated at the prevailing hourly charge out rates of Begbies Traynor (Central) LLP for attending to matters arising in the Arrangement and they are authorised to draw disbursements, including disbursements for services provided by their firm (defined as category 2 disbursements in Statement of Insolvency Practice 9) in accordance with their firm's policy, details of which are attached at Appendix 2 of this report

Our time costs for the period from 08 April 2016 to 22 July 2016 amount to £4,093.00 which represents 21.7 hours at an average rate of £188.62 per hour

Our time costs for the period from 08 April 2010 to 22 July 2016 amount to £40,642.00 which represents 203.6 hours at an average rate of £199.62 per hour. An analysis of time costs incurred in this period is attached at Appendix 2 showing the number of hours spent by each grade of staff on the different types of work involved in the case, and giving the average hourly rate charged for each work type. It is intended that the Time Costs Analysis and the information contained in this report will provide sufficient information to enable creditors to consider the level of those fees in the context of the case

The following further information in relation to our time costs and disbursements is set out at Appendix 2

- ☐ Begbies Traynor (Central) LLP's charging policy
- ☐ Narrative summary of time costs incurred
- ☐ Table of time spent and charge-out value for the period 08 April 2016 to 22 July 2016
- ☐ Table of time spent and charge-out value for the period 08 April 2010 to 22 July 2016

For the period from 08 April 2016 to 22 July 2016, we have drawn the sum of £5,494.22 by way of remuneration plus disbursements of £15.96

We confirm that since our appointment to 22 July 2016, we have drawn the sum of £38,794.22 by way of remuneration plus disbursements of £1,639.26

7.1 Creditors will recall that the Supervisors' remuneration was estimated in the Company's proposal at £20,000 plus VAT. In the last progress report, we revised our estimate to £40,000 due to the matters arising with the variation put forward to creditors for a payment holiday and extension of the CVA. As such, the supervisors have slightly exceeded the revised estimate with incurred time costs of £40,642.00

7.2 Details of the Category 2 disbursements and also disbursements that should be treated as Category 2 disbursements that have been drawn in the total sum of £1,639.26 are provided below

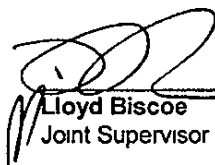
Type and purpose	Amount £
Postage – The Post Office	207 86
Bonding – Insolvency Risk Services	301 00
Statutory Advertising – The Stationery Office Limited	150 00
Pension Costs – 20-20 Trustee Services Limited	300 00
Photocopying – Begbies Traynor (Central) LLP	680 40
<b>TOTAL</b>	<b>1,639.26</b>

A copy of 'Voluntary Arrangements – A Creditors' Guide to Insolvency Practitioners' Fees (E&W) 2010' which provides guidance on creditors' rights can be obtained online at [www.begbies-traynor.com/creditorsguides](http://www.begbies-traynor.com/creditorsguides). Alternatively, if you require a hard copy of the Guide, please contact my office and I will arrange to send you a copy.

## 8. CONCLUSION

In light of the above information and the issuing of the Completion Certificate, the Arrangement has come to an end.

We have explained in correspondence our intentions with regard to vacating office.

  
 Lloyd Biscoe  
 Joint Supervisor

Dated 22 July 2016



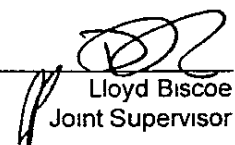
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# JOINT SUPERVISORS' ACCOUNT OF RECEIPTS AND PAYMENTS

Period. 08 April 2016 to 22 July 2016

**Voluntary Arrangement of  
Paragon Business Furniture Limited  
Joint Supervisors' Abstract of Receipts & Payments**

Statement of Affairs	From 08/04/2016 To 22/07/2016	From 08/04/2010 To 22/07/2016
<b>ASSET REALISATIONS</b>		
Debtor Contributions	NIL	174,600 00
Bank Interest Gross	12 04	91 01
Bank Interest Net of Tax	NIL	2 83
	<u>12 04</u>	<u>174,693 84</u>
<b>COST OF REALISATIONS</b>		
Office Holders Fees	5,494 22	38,794 22
Office Holders Expenses		
Unassigned	NIL	1,323 30
Photocopying	3 80	3 80
Pension Costs	NIL	300 00
Irrecoverable VAT	966 05	966 05
Stationery & Postage	12 16	12 16
Bank Charges	NIL	56 79
	<u>(6,476 23)</u>	<u>(41,456 32)</u>
<b>PREFERENTIAL CREDITORS</b>		
Redundancy Payments Office	NIL	2,341 51
Employee Arrears/Hol Pay	NIL	2,993 68
	<u>NIL</u>	<u>(5,335 19)</u>
<b>UNSECURED CREDITORS</b>		
Trade & Expense Creditors	77,424 62	108,615 37
Employees	NIL	2,863 49
Inland Revenue	NIL	5,479 58
National Insurance Fund	NIL	3,296 43
Unclaimed dividends	3,640 57	7,206 88
HMRC	440 58	440 58
	<u>(81,505 77)</u>	<u>(127,902 33)</u>
	<u><u>(87,969.96)</u></u>	<u><u>0.00</u></u>
<b>REPRESENTED BY</b>		
		<u><u>NIL</u></u>

  
 Lloyd Biscoe  
 Joint Supervisor

## JOINT SUPERVISORS' TIME COSTS AND EXPENSES

- a Begbies Traynor (Central) LLP's charging policy,
- b Narrative summary of time costs incurred, and
- c Table of time spent and charge-out value for the period from 08 April 2016 to 22 July 2016
- d Table of time spent and charge-out value for the period from 08 April 2010 to 22 July 2016

## Paragon Business Furniture Limited

**SUMMARY OF TIME COSTS AND EXPENSES**

This summary, which should be read in conjunction with the Time Costs Analysis for the period of the report attached, is intended to provide sufficient information to enable the body responsible for the approval of our fees to consider the level of our fees and expenses in the context of the case

**What work has been done in the period of the report, why was that work necessary and what has been the financial benefit (if any) to creditors?**

Details of the types of work that generally fall into the headings mentioned below are available on our firm's website - <http://www.begbies-traynorgroup.com/work-details> Under the following headings we have explained the specific work that has been undertaken on this case. Not every piece of work has been described, but we have sought to give a proportionate overview which provides sufficient detail to allow creditors to understand what has been done, why it was necessary and what financial benefit (if any) the work has provided to creditors

The costs incurred in relation to each heading are set out in the Time Costs Analysis which is attached. There is an analysis for the period of the report and also an analysis of time spent on the case since the date of our appointment. The details below relate to the work undertaken in the period of the report only. Our previous reports contain the costs of the work undertaken since our appointment.

General case administration and planning

- *Banking*
- *Bonding*
- *Case review*

*This has no direct financial benefit to creditors, however, is undertaken in order to comply with statutory obligations and assist with general case progression*

Compliance with the Insolvency Act, Rules and best practice

- *The provision of the previous progress report and associated work*
- *Updating case checklists and diaries where necessary*
- *The provision of this report and associated work*

*This has no direct financial benefit to creditors, however, is undertaken in order to comply with statutory obligations and assist with general case progression*

Investigations

- *None – this does not apply in a CVA*

Realisation of assets

- *None*

### Trading

- *Not applicable -- the Company continues to trade in a CVA however, the Supervisors do not have any involvement with the continued trade*

### Dealing with all creditors' claims (including employees), correspondence and distributions

- *Dealing with general creditor correspondence*
- *Calculating final unsecured dividend*
- *Distributing final unsecured dividend*

*The work carried out in this respect will be beneficial to the creditors that have submitted their claims as they will receive a dividend from the Arrangement*

### Other matters which includes meetings, tax, litigation, pensions and travel

- *None*

### **Time Costs Analysis**

An analysis of time costs for the period of the report is attached showing the time spent by each grade of staff on the different types of work involved in the case, and giving the total costs and average hourly rate charged for each work type. An additional analysis is also attached which details the time costs for the entire period for which we have administered the case.

Please note that each analysis provides details of the work undertaken by us and our staff following our appointment only.

### **Category 2 Disbursements**

In accordance with the resolution obtained in relation to disbursements, the following Category 2 disbursements and disbursements which should be treated as Category 2 disbursements have been charged to the case since our last report to creditors are as follows:

Other amounts paid or payable to the office holder's firm	
Type and purpose	Amount £
Photocopying -- Begbies Traynor (Central) LLP	3 80
Postage -- The Post Office	12 16
<b>TOTAL</b>	<b>15 96</b>

### **Why have subcontractors been used?**

*There have been no subcontractors used during the period*

**What work remains to be done, why is this necessary and what financial benefit (if any) will it provide to creditors?**

The work remaining to be done (as listed in the headings below) on the case file and in relation to the insolvent estate is solely done to lead up to and include the issue of the Final report and case conclusion. This work must be done in order to ensure compliance with this firm's standards, the Insolvency Act and Rules, other relevant legislation and best practice. There is no direct financial benefit to creditors of this work but final closure will provide creditors with a conclusion to this matter in terms of their own accounting and credit control affairs.

General case administration and planning

- None

Compliance with the Insolvency Act, Rules and best practice

- Distribution of this report
- Issuing of Certificate of Completion

Investigations

- None

Realisation of assets

- None

Trading

- None

Dealing with all creditors' claims (including employees), correspondence and distributions

- Dealing with any correspondence received in respect of this report

Other matters which includes meetings, tax, litigation, pensions and travel

None

**How much will this further work cost?**

*It is estimated that this further work will cost in the region of £500*

[illegible]

