

**2.17B**

The Insolvency Act 1986

**Statement of administrator's proposals**

Name of Company
Abacus Care (Home Care and Nursing Services) Limited

Company number
02926436

In the
High Court of Justice, Chancery Division, Leeds District Registry
(full name of court)

Court case number
492 of 2014

(a) Insert full  
name(s) and  
address(es) of  
administrator(s)

We (a)  
Christopher Michael White  
The P&A Partnership  
93 Queen Street  
Sheffield  
S1 1WF  
DX 10616 Sheffield

John Russell  
The P&A Partnership  
93 Queen Street  
Sheffield  
S1 1WF  
DX 10616 Sheffield

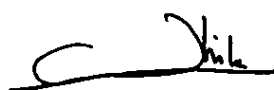
\*Delete as  
applicable

attach a copy of our proposals in respect of the administration of the above company

A copy of these proposals was sent to all known creditors on

(b) 22 May 2014

Signed

  
Joint Administrator

Dated

22/5/14

**Contact Details:**

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form

The contact information that you give

Christopher Michael White  
The P&A Partnership  
93 Queen Street  
Sheffield  
S1 1WF  
DX 10616 Sheffield

0114 2755033

DX Number 10616  
DX Exchange Sheffield

When you have completed and signed this form, please send it to the  
Registrar of Companies at -  
Companies House, Crown Way, Cardiff CF14 3UZ DX 33050 Cardiff



A18

23/05/2014

#192

COMPANIES HOUSE

FRIDAY

# ABACUS CARE (HOME CARE AND NURSING SERVICES) LIMITED

Christopher Michael White & John Russell appointed Joint Administrators on 24 April 2014  
The Joint Administrators act as agents of the company without personal liability

Correspondence to the Joint Administrator of Abacus Care (Home Care and Nursing Services) Limited

Registered Office 93 Queen Street, Sheffield, S1 1WF

Telephone 0114 275 5033 Facsimile 0114 276 8556

Registered in England & Wales - Company No 02926436

TO ALL KNOWN CREDITORS

Our Ref A372414/ADM0804/G/KK

Date 22 May 2014

Contact Kerry Kosowski

Dear Sirs

## ABACUS CARE (HOME CARE AND NURSING SERVICES) LIMITED- IN ADMINISTRATION ("the Company")

Further to my previous correspondence regarding the Company, I write to advise you that a meeting of creditors will take place on 9 June 2014. The purpose of the meeting is to consider, and if creditors think fit, approve the Joint Administrators' Proposals, and if creditors so wish, appoint a creditors' committee.

A Form of Proxy and Proof of Debt is attached for completion and return to the above address.

The following documentation is now available for viewing or downloading from our creditor portal -

- Form 2 20B – Notice of a Meeting of Creditors,
- Rule 2 38 of the Insolvency Rules 1986 regarding voting at the meeting,
- Enquiry into the Company's Insolvency, and
- The Joint Administrators' Proposals for achieving the purpose of the Administration,
- A Creditors' Guide to the Fees, Expenses & Disbursements charged by The P&A Partnership

Our creditor portal can be accessed at [www.thepandapartnership.com](http://www.thepandapartnership.com)

User name: AbacusCare

Password: B85C66

A Creditors' Guide to Fees is available and provides explanations of creditors' rights. This can be accessed via the Internet at [www.thepandapartnership.com/resources](http://www.thepandapartnership.com/resources) or alternatively a copy can be requested by telephoning The P&A Partnership Help Desk +44 (0)114 275 5033.

Should you prefer a hard copy of the documentation, or have any queries in this regard, please do not hesitate to contact Kerry Kosowski.

Yours faithfully

for and on behalf of Abacus Care (Home Care and Nursing Services) Limited



Christopher Michael White

Joint Administrator

Acting as an agent of the Company  
without personal liability

Encs

## Proxy (Administration)

**Abacus Care (Home Care and Nursing Services)  
Limited**

Name of Creditor \_\_\_\_\_

Address \_\_\_\_\_

Name of Proxy Holder

Please insert name of person  
(who must be 18 or over) or  
the Chairman of the Meeting  
If you wish to provide for  
alternative proxy holders in  
the circumstances that your  
first choice is unable to attend  
please state the name(s) of the  
alternatives as well

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

Please delete words in  
brackets if the proxy holder is  
only to vote as directed i.e. he  
has no discretion

I appoint the above person to be my/the creditor's proxy holder at the meeting of creditors to be held on 9 June 2014, or at any adjournment of that meeting. The proxy holder is to propose or vote as instructed below (and in respect of any resolution for which no specific instruction is given, may vote or abstain at his/her discretion)

## Voting Instructions for resolutions

\*Please delete as appropriate

1 That the Joint Administrators Proposal be approved For / Against

2 Under Rule 2 67A of the Insolvency Rules and in the absence of a Creditors' Committee, the unpaid pre-Administration costs as detailed in the Administrators' proposals be approved For / Against

3 Under Rule 2 106 of the Insolvency Rules and in the absence of a Creditors Committee, the remuneration of the Joint Administrators be fixed by reference to time properly spent in attending to all matters arising during the course of the Administration, as detailed in the Joint Administrators' proposals For / Against

4 That the Joint Administrators are authorised to draw Category 2 disbursements in accordance with the firm's published tariff For / Against

5 The Joint Administrators will be discharged from liability under Paragraph 98(2) of Schedule B1 to the Insolvency Act 1986 immediately upon their appointment as Joint Administrator ceasing to have effect For / Against

5 For the appointment of \_\_\_\_\_

Of \_\_\_\_\_

Representing \_\_\_\_\_

As a member of the Creditors Committee

This form must be signed

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name in CAPITAL  
LETTERS \_\_\_\_\_

only to be completed if the  
creditor has not signed in  
person

• Position with creditor or relationship to creditor or other authority for signature

\_\_\_\_\_  
\_\_\_\_\_

Remember there may be resolutions on the other side of this form

Page 2 of 2

## PROOF OF DEBT FORM

**Case: Abacus Care (Home Care and Nursing Services) Limited**

**Code: A372414/KK/31**

**Creditor Code:**

**Claim:**

**Date Entered:**

**By Whom:**

**For P&A Use Only**  
(complete in red ink)

1/	Name of Creditor	
2/	Address of Creditor  Telephone No	
3/	Your Reference	
4/	Total amount of claim , excluding any Value Added Tax (See note at the foot of the page)	VAT Inclusive    £ VAT                £ VAT Exclusive   £
5/	Details of any documents by reference to which the debt can be substantiated (Note The duly appointed Insolvency Practitioner may call for any document or evidence to substantiate the claim at his discretion )	
6/	Give details of whether the whole or any part of the debt falls within any (and if do which) of the categories of preferential debts under Section 386 of, and schedule 6 to, the Insolvency Act 1986 (as read with schedule 3 to the Social Security Pensions Act 1975)	Category  Amount(s) claimed as Preferential
7/	Particulars of how and when the debt was incurred	
8/	Particulars of any security held, the value of the security, and the date it was given	
9/	Signature of creditor or the person authorised to act on his behalf  Name in BLOCK LETTERS  Position with or relation to creditor	_____  _____  _____

*Note Creditors may claim VAT Bad Debt Relief from H M Revenue & Customs six months after the date of invoice providing that the debt has been written-off in their accounts*

Rule 2.35

# Notice of a meeting of Creditors

Name of Company

Abacus Care (Home Care and Nursing Services)  
Limited

Company number

02926436

In the  
High Court of Justice, Chancery Division, Leeds  
District Registry

(full name of court)

Court case number

492 of 2014

(a) Insert full name(s)  
and address(es) of  
administrator(s)Notice is hereby given by (a)  
Christopher Michael White  
The P&A Partnership  
93 Queen Street  
Sheffield  
S1 1WF  
DX 10616 SheffieldJohn Russell  
The P&A Partnership  
93 Queen Street  
Sheffield  
S1 1WF  
DX 10616 Sheffield(b) Insert full name and  
address of registered  
office of the company

that a meeting of creditors of (b)

Abacus Care (Home Care and Nursing Services) Limited  
93 Queen Street  
Sheffield  
S1 1WF(c) Insert details of place  
of meeting

is to be held at (c) 93 Queen Street, Sheffield, S1 1WF

(d) Insert date and time  
of meeting

on (d) 9 June 2014 at 11 30am

The meeting is

\*Delete as applicable

\*(1) an initial creditors' meeting under paragraph 51 of Schedule B1 to the Insolvency Act 1986 ('the schedule')

~~\*(2) an initial creditors' meeting requested under paragraph 52(2) of the Schedule~~~~\*(3) to consider revisions to my proposals under paragraph 54(2) of the Schedule~~~~\*(4) a further creditors' meeting under paragraph 56 of the Schedule~~~~\*(5) a creditors' meeting under paragraph 62 of the Schedule~~

I invite you to attend the above meeting

A proxy form is enclosed which should be completed and returned to me by the date of the meeting if you cannot attend and wish to be represented

In order to be entitled to vote under Rule 2.38 at the meeting you must give to me, not later than 12 00 hours on the business day before the day fixed for the meeting, details in writing of your claim

Signed



Joint / Administrator(s)

Dated

22/5/14

\*Delete as applicable

A copy of the \*proposals/ revised proposals is attached

## ENTITLEMENT TO VOTE

### RULE 2.38 (RELEVANT PARAGRAPHS)

2 38 - (1) Subject as follows, at a meeting of creditors in administration proceedings a person is entitled to vote only if

(a) he has given to the administrator, not later than 12 00 hours on the business day before the day fixed for the meeting, details in writing of the debt which

(i) he claims to be due to him from the company, or

(ii) in relation to a member State liquidator, is claimed to be due to creditors in proceedings in relation to which he holds office,

(b) the claim has been duly admitted under Rule 2 39 or this Rule, and

(c) there has been lodged with the administrator any proxy which he intends to be used on his behalf,

and details of the debt must include any calculation for the purposes of Rules 2 40 to 2 42

(2) The chairman of the meeting may allow a creditor to vote, notwithstanding that he has failed to comply with paragraph (1)(a), if satisfied that the failure was due to circumstances beyond the creditor's control

(3) The chairman of the meeting may call for any document or other evidence to be produced to him, where he thinks it necessary for the purpose of substantiating the whole or any part of the claim

(4) Votes are calculated according to the amount of a creditor's claim as at the date on which the company entered administration, less any payments that have been made to him after that date in respect of his claim and any adjustment by way of set-off in accordance with Rule 2 85 as if that Rule were applied on the date that the votes are counted

(5) A creditor shall not vote in respect of a debt for an unliquidated amount, or any debt whose value is not ascertained, except where the chairman agrees to put upon the debt an estimated minimum value for the purpose of entitlement to vote and admits the claim for that purpose

(6) No vote shall be cast by virtue of a claim more than once on any resolution put to the meeting

(7) Where

- (a) a creditor is entitled to vote under this Rule and Rule 2 39,
  - (b) has lodged his claim in one or more sets of other proceedings, and
  - (c) votes (either in person or by proxy) on a resolution put to the meeting, and
  - (d) the member State liquidator casts a vote in respect of the same claim,
- only the creditor's vote shall be counted

(8) Where

- (a) a creditor has lodged his claim in more than one set of other proceedings, and
- (b) more than one member State liquidator seeks to vote by virtue of that claim,

the entitlement to vote by virtue of that claim is exercisable by the member State liquidator in main proceedings, whether or not the creditor has lodged his claim in the main proceedings

- (9) For the purposes of paragraph (6), the claim of a creditor and any member State liquidator in relation to the same debt are a single claim
- (10) For the purposes of paragraphs (7) and (8), "other proceedings" means main proceedings, secondary proceedings or territorial proceedings in another member State



## ENQUIRY INTO COMPANY'S INSOLVENCY

COMPANY: ABACUS CARE (HOME CARE AND NURSING SERVICES) LIMITED

<b>Creditor's name and address</b>	
<b>Estimated Claim</b>	£
<b>What was the authorised credit limit?</b>	£
<b>If the estimated claim exceeds the credit limit, on what basis or terms was the credit increased?</b>	
<b>Please provide details of any comfort, security or assurance given to you to allow continuance of credit.</b>	
<b>When were you first aware that there were difficulties in getting payment and what was the evidence of this?</b>	
<b>Please provide details, including dates, of any writs, summons, decrees or other legal action you took to recover your debt.</b>	
<b>Please provide details of any cheques which were dishonoured, including dates and amounts.</b>	
<b>Are there any particular matters you feel should be reviewed? If so, please provide brief details.</b>	

Please use continuation sheet if necessary

Name . . . . . Date . . . . .

Signature . . . . . Position . . . . .

Our Ref: A372414/ADM0808a/22/KK

**ABACUS CARE (HOME CARE AND NURSING SERVICES) LIMITED  
IN ADMINISTRATION**

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**Joint Administrator's Statement of Proposals to Creditors  
pursuant to Paragraph 49 of Schedule B1 to the  
Insolvency Act**

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**Christopher Michael White & John Russell  
Joint Administrators**

**The P&A Partnership  
93 Queen Street  
Sheffield  
S1 1WF**

**IN THE MATTER OF ABACUS CARE (HOME CARE AND NURSING SERVICES) LIMITED  
("the Company")**

**AND**

**IN THE MATTER OF THE INSOLVENCY ACT 1986**

**STATEMENT OF JOINT ADMINISTRATORS' PROPOSALS  
PURSUANT TO PARAGRAPH 49 OF SCHEDULE B1  
TO THE INSOLVENCY ACT 1986**

**1. INTRODUCTION**

- 1 1 On 24 April 2014, the directors of the Company filed a Notice of Appointment of Administrators pursuant to Paragraphs 22 and 29 of Schedule B1 to the Act Christopher Michael White and John Russell of The P&A Partnership, 93 Queen Street, Sheffield S1 1WF were appointed Joint Administrators of the Company
- 1 2 The Joint Administrators are licensed to act as Insolvency Practitioners in the UK by the Insolvency Practitioners Association, In accordance with Paragraph 100 (2) of Schedule B1 to the Act, the Joint Administrators may exercise any or all of their functions acting jointly or alone
- 1 3 It is considered that the EC Regulation on insolvency proceedings will apply and that these proceedings will be the main proceedings as define in Article 3 of the EC Regulation
- 1 4 The Administration is registered in the High Court of Justice, Chancery Division, Leeds District Registry Court under reference number 492 of 2014
- 1 5 This document sets out the Joint Administrators' proposals for achieving the purpose of the Administration as required by Paragraph 49 of Schedule B1 to the Insolvency Act 1986 (the Act)

**2. STATUTORY INFORMATION**

Company name	Abacus Care (Home Care and Nursing Services) Limited
Registered address	93 Queen Street Sheffield S1 1WF  Formerly - 71-73 New Court Way Ormskirk Lancashire L39 2YT
Other trading names of the Company	None
Company number	02926436
Date of incorporation	6 May 1994
Objects	Franchise Provider in the Home Care Industry
Authorised capital	20 ordinary A shares of £1 each 20 ordinary B shares of £1 each 20 ordinary C shares of £1 each

Issued capital	20 ordinary A shares of £1 each 20 ordinary B shares of £1 each 20 ordinary C shares of £1 each
Shareholders	Mr Nigel Fielding - 20 ordinary A shares Mrs Jill Pamela Fielding - 20 ordinary B shares Mrs Kay Suzanne Fielding - 20 ordinary C shares
Debenture holder	None
Directors	Mrs Jill Pamela Fielding Mrs Kay Suzanne Fielding-Link
Company Secretary	None

### **3. ADMINISTRATION OBJECTIVE**

- 3 1 The Joint Administrators of the Company must perform their functions with the purpose of achieving one of the following objectives -
- firstly, rescuing the Company as a going concern,
  - secondly, achieving a better result for the Company's creditors as a whole than would be likely if the Company were wound up (without first being in Administration), or
  - thirdly, realising property in order to make a distribution to one or more secured or preferential creditors
- 3 2 The first objective of Administration, namely rescuing the existing company as a going concern, could not be achieved due to the extent of its insolvent status
- 3 3 The second objective of Administration, namely, achieving a better result for the Company's creditors as a whole than would be likely if the Company was wound up without first being in Administration, may be achieved. On this basis, the Joint Administrators propose to hold a meeting of creditors as it is believed that following realisation of the Company's chattel assets, the Company's book debts and outstanding director's loan accounts, during the Administration proceedings, sufficient funds will be available to enable a distribution to the unsecured creditors. Therefore, this is the main objective to be pursued
- 3 4 Notwithstanding the above, the third objective of Administration will be achieved, as it is anticipated the preferential creditors will be repaid in full in this matter

### **4. CIRCUMSTANCES SURROUNDING THE APPOINTMENT OF THE JOINT ADMINISTRATORS**

- 4 1 The information provided in paragraphs 4 2 to 4 8 is based upon the Company records and explanations given by the directors, the accuracy of which the Administrators are unable to vouch for. The Joint Administrators cannot therefore be held personally liable for errors or misstatement of fact contained therein
- 4 2 Mr and Mrs Fielding initially commenced trading in 1992 as a partnership within the home care sector which was run from their family home, providing qualified nurses via agencies for the home care and domiciliary care

- 4 3 The above partnership took the decision to incorporate and franchise the business into two limited companies with both Mr and Mrs Fielding being appointed as directors
- 4 4 The incorporation of the Company took place on 6 May 1994 This was set up for the purposes for being a vehicle for the franchising side of the business to run along Abacus Care Home Care & Nursing Services (Ormskirk) Limited ("Ormskirk") (an associated Company) The first franchise was in operation in the same year of incorporation
- 4 5 In 2008 Mrs Fielding made the decision to take time away from the business to concentrate on her own personal interests
- 4 6 Mrs Fielding returned to the business in 2012 and, having reviewed the business since her departure, it became apparent that significant updates had been made to legislation which had not been adopted by the Company As a result, the reputation and performance of the business was deteriorating
- 4 7 In addition, the Company experienced cash flow difficulties and consequently experienced creditor pressure in respect of overdue liabilities
- 4 8 Independent financial advice was therefore sought from The P&A Partnership

## **5. STATEMENT OF AFFAIRS**

- 5 1 The directors have not provided the Joint Administrators with a Statement of Affairs However, they have provided financial information that has enabled an estimated Statement of Affairs to be prepared by the Joint Administrators. This is appended hereto at Appendix A

## **6. ADMINISTRATION STRATEGY**

- 6 1 Prior to the Joint Administrators' appointment Charterfields Limited ("Charterfields"), International Asset Consultants, were instructed to value the Company's business and assets and to advise on the most appropriate realisation strategy available
- 6 2 We were advised that whilst the Company operated as a franchise, the majority of the franchise agreements had already been terminated due to the Company's failure to provide the relevant support, marketing and training
- 6 3 In addition, the Company itself did not trade and was not generating any form of income As a result, Charterfields advised that it was unlikely that any parties would express an interest in buying the business, with the only possible option being to sell the Company's chattel assets and intellectual property
- 6 4 An associated Company was being marketed for sale by Charterfields and, if a sale as a going concern could be achieved, it was likely that the Company's intellectual property would be included in any sale
- 6 5 Upon reviewing the chattel assets of the Company, these were nominal, consisting of IT software, server, telephone system and two motor vehicles, as detailed within the attached Receipts & Payments Account
- 6 6 Prior to our appointment, the incumbent management expressed an interest in certain assets However, after entering into negotiations with this party, a sale was ultimately not agreed
- 6 7 As the Company was experiencing further creditor pressure, the Company was placed into Administration on 24 April 2014 in order to safeguard its assets with Christopher Michael White and John Russell being appointed Joint Administrators
- 6 8 Prior to our appointment, the Company employed one member of staff who resigned shortly before our appointment Following receipt of their RPI Form, we anticipate that this will result in a preferential creditor claim of approximately £820

- 6 9 Numerous expressions of interest have been received for the chattel assets from various third parties however, none of the offers were of an acceptable value. Subsequently, a further offer has been received from a party connected to the incumbent management which is in line with Charterfields' valuation, totalling £5,350, and the Joint Administrators intend to accept this offer, subject to the payment of funds.
- 6 10 With regard to the remaining motor vehicle, this is to be sold by way of auction.
- 6 11 The Company has an outstanding book debt ledger of £820,807. This consists of funds due from franchisees with regard to outstanding franchise fees under the terms of their agreements. As stated at paragraph 6 2, the majority of the Company's franchisees have terminated their contracts with the Company.
- 6 12 The Joint Administrators have instructed their specialised debt recovery team to review the outstanding ledger and arrange for this to be pursued.
- 6 13 The Joint Administrators have issued initial letters to all outstanding debtors in order that they can review each individual query received with regard to the outstanding balances due.
- 6 14 In addition, following a review of the Company's books and records, there are three director's loan accounts which indicate a balance due to the Company, details of which are below -

Name	Amount (£)
Mrs J Fielding	17,414
Mrs K Fielding-Link	8,685
Mr Fielding	43,111

- 6 15 We have written to all three directors requesting their proposals for repayment of the outstanding balance.
- 6 16 The Company traded from leasehold premises situated at 71-73 New Court Way, Ormskirk, Lancashire L39 2YT which were subject to a tenancy agreement. We were advised that the Company had vacated the premises prior to the appointment of the Joint Administrators.
- 6 17 However, upon appointment, we were advised that the premises had been left in an unfit state therefore, the Joint Administrators arranged for all the Company's books and records to be removed from site and all chattel assets which were of any value to be removed. Following removal, the keys were handed back to the landlord.

## 7. JOINT ADMINISTRATORS' RECEIPTS AND PAYMENTS

- 7 1 A summary of the Joint Administrators' Receipts and Payments covering the period between 24 April 2014 and 21 May 2014 is attached as Appendix B.
- 7 2 In addition, the sum of £27,163 was transferred from the Company's account which has been allocated to cash at bank.

## 8. PRE-APPOINTMENT PROFESSIONAL FEES

- 8 1 Prior to our appointment, The P&A Partnership was instructed by the Company to provide advice in relation to its financial position and advise the Company (via its directors) on the most appropriate strategy for maximising the return to creditors. As stated above, in conjunction with Charterfields, a review of the Company's affairs was undertaken. We were advised that marketing of the intellectual property in relation to a proposed sale of an associated company would maximise potential realisations. In addition, the preservation of book debts was imperative in order to secure future realisations in relation to any continuing agreements. Notwithstanding the above, it was highly unlikely that a third party purchaser would be found for the nominal chattel assets therefore, the optimal realisation strategy was to place the

Company into Administration to safeguard all of the assets mentioned above until such time as the assets could be realised

8 2 We believe that undertaking this pre-appointment work and the implementation of the recommended strategy will result in the maximum possible return in respect of book debts and chattel assets. This will therefore help us achieve the statutory objective of this Administration which, as detailed at paragraph 3 3 is to realise the Company's assets in order to achieve a better result for the Company's creditors as a whole than would have been likely if the Company had ceased to trade and was placed into liquidation.

8 3 Pre-appointment fees and expenses incurred by the Joint Administrators are as follows -

8 3 1 The P&A Partnership incurred costs of £10,578 during the pre-appointment period. Attached at Appendix C is a SIP 9 time analysis which provides a breakdown of these costs. The work we undertook during this period predominantly consisted of providing advice in relation to the Company's financial position and options available to the directors, together with negotiations in relation to the potential sale of Company's intellectual property.

8 3 2 As detailed above, Charterfields were instructed to value the Company's business and assets, provide their recommendations for a disposal strategy and undertake negotiations with potential purchaser on our behalf. Charterfields fees are to be limited to 10% of the sales consideration which is payable on a paid when paid basis together with a £250 fee for pre-appointment site visits and advice on the realisation strategy. Consequently, all of Charterfields' remuneration, with the exception of £250 and disbursements totalling £150 will be allocated to the post-appointment period as no realisations were achieved prior to our appointment.

8 3 3 hlw Keeble Hawson Solicitors ("hlw") were instructed to assist initially in the preparation of the Sale and Purchase Agreement and the formal documentation required to appoint the Joint Administrators. hlw also provided general advice in relation to ongoing legal claims which the Company was subject to. hlw's fees are to be calculated on a time cost basis and fees totalling £1,832 plus disbursements of £125 were incurred during the pre-appointment period. No payments have been made to hlw to date.

8 4 The payment of pre-appointment costs is subject to the approval of the Company's creditors and is separate to the approval of the remuneration of our post-appointment costs and resolutions detailed at section 9. The pre-appointment costs are to be approved by a Creditors Committee, if one is appointed, or by a resolution of the Company's creditors at the forthcoming meeting.

## **9. POST APPOINTMENT PROFESSIONAL FEES**

9 1 Attached at Appendix D is a SIP 9 time analysis showing that our post-appointment time costs to date total £10,921.

9 2 A guide to the fees, expenses and disbursements charged by The P&A Partnership is attached to this document. A Creditors' Guide to Fees is available and provides explanations of creditors' rights. This can be accessed via the Internet at [www.thepandapartnership.com/resources](http://www.thepandapartnership.com/resources) or alternatively a copy can be requested by telephoning The P&A Partnership Help Desk +44 (0)114 275 5033.

9 3 The payment of our post-appointment remuneration is subject to the approval of creditors and is separate to the approval of the resolutions detailed in sections 8 and 10. We therefore propose the following resolutions in respect of our post-appointment remuneration.

9 3 1 The basis of remuneration may be fixed as one or more of the following basis

- On a time cost basis by reference to the time properly given by the insolvency practitioner and their staff,
- As a percentage of the value of assets realised and/or distributed,

- As a set amount,
- Or any combination of the above

9 3 2 If a creditors' committee is established it is for them to determine on what basis the Joint Administrators are to be remunerated,

9 3 3 Where no creditors' committee is appointed the Joint Administrators' remuneration will be approved by a resolution of the Company's creditors at the forthcoming meeting. It is proposed that the remuneration of the Joint Administrators shall be fixed by reference to the time properly given by the Joint Administrators and their staff in attending to matters arising in the Administration to be determined by the rates applied by the firm of The P&A Partnership for work of this nature from time to time as shown in Appendix E

9 3 4 the Administrators will be authorised to pay the costs (fees and expenses) of the Appointor in connection with the appointment of the Administrators and any other person in giving notice of intention to appoint Administrators, in accordance with the order of priority scheduled in Rule 2 67 the Rules,

9 3 5 the Joint Administrators may from time to time draw fees on account of their remuneration based on the method of calculation set out above,

9 3 6 the Joint Administrators are to be reimbursed for any expenses or necessary disbursements properly charged or incurred in the course of carrying out their duties in this matter and these expenses include category 1 disbursements of legal and agents' fees and other direct costs

9 3 7 The Joint Administrators are authorised to be reimbursed for category 2 disbursements for services provided by their firm in accordance with Statement of Insolvency Practice 9 as shown in their disbursements policy at Appendix E

9 4 Additional post-appointment professional costs are as follows -

9 4 1 As stated at paragraph 8 3 2, we have retained the services of Charterfields and they are to be paid a fee equating to 10% of the sales consideration plus disbursements. To date, Charterfields have incurred post-appointment disbursements of £200. Such disbursements have not yet been discharged by the Joint Administrators

9 4 2 hlw remain instructed to provide legal advice and are currently assisting with ongoing legal claims against the Company and various queries received from third parties. hlw's fee will be calculated on a time cost basis and outstanding costs incurred to date total £222. No disbursements have been incurred post appointment

9 5 The remuneration of Charterfields and hlw's post-appointment costs is a category 1 disbursement and approval of these costs is covered by the resolution proposed at paragraph 9 3 6

## 10. JOINT ADMINISTRATORS' PROPOSALS TO ACHIEVE THE PURPOSE OF THE ADMINISTRATION

10 1 The Joint Administrators make the following proposals for achieving the purpose set out in Paragraph 3 of Schedule B1 to the Insolvency Act 1986

10 1 1 they continue to wind down the business in an orderly manner and realise the assets of the Company, in such a manner as they consider expedient with a view to achieving a better result for the Company's creditors as a whole than would be likely if the Company were wound up (without first being in Administration),



10 1 2 in addition, they do all other things and generally exercise all their powers as Joint Administrators as they in their discretion consider desirable or expedient in order to achieve the purpose of the Administration, to protect and preserve the assets of the Company or maximise the realisation of those assets in the interests of the Company's creditors as a whole,

10 1 3 a creditors' committee be established,

10 1 4 the Joint Administrators may make an application to court under Paragraph 65 of Schedule B1 of the Act to obtain consent to distribute to a creditor of the Company who is neither secured nor preferential,

10 1 5 the Joint Administrators may seek an extension of the Administration period if necessary,

10 1 6 upon completion of the proposal at 10 1 above and upon the settlement of the Administration expenses and liabilities, the Joint Administrators propose that they file the requisite notice pursuant to Paragraph 83 of Schedule B1 to the Act to ensure that the Company is placed into Creditors Voluntary Liquidation so as to facilitate any distribution to the creditors of the Company. It is further proposed that Christopher Michael White and John Russell be appointed as Joint Liquidators of the Company. In accordance with Section 231 of the Act, should the nominated Liquidators be appointed, they may exercise any or all of the functions of the Joint Liquidators, jointly or alone.

Creditors should note that in accordance with Paragraph 83(7)(a) of Schedule B1 to the Act and Rule 2.117A(2)(b) of the Rules, they may nominate a different person as the proposed Liquidator, provided that the nomination is made after receipt of these proposals and before the proposals are approved,

10 1 7 or, in the event the Joint Administrators conclude that the Company's property is insufficient to permit any or further distributions to its creditors as a result of lower than anticipated realisations in respect of book debts and director's loan accounts, then the Joint Administrators will seek the dissolution of the Company pursuant to Paragraph 84 of Schedule B1,

10 1 8 The Company's affairs will continue to be managed by the Joint Administrators and their agents and such management will be financed from the realisation of the Company's assets within the Administration,

10 1 9 Subject to the approval of creditors the Joint Administrators will be discharged from liability, pursuant to Paragraph 98 of Schedule B1 to the Insolvency Act 1986, directly after their appointment as Joint Administrators ceases to have effect.

## **11. ESTIMATED OUTCOME**

### **11 1 Secured Creditor (s)**

Following a review at Companies House, there are no charges registered against the Company.

### **11 2 Preferential Creditors**

Prior to the appointment of the Joint Administrators, the Company employed one individual. This employee resigned their employment prior to entering Administration. It is therefore anticipated that preferential creditor claims will total approximately £820. We anticipate that the preferential creditors will be repaid in full in this matter.

### **11 3 Unsecured Creditors**

Following receipt of financial information obtained from the Company's books and records, it is anticipated that unsecured creditor claims will be in the region of £259,531.

We believe a dividend to unsecured creditors will be available in due course however, as stated above, this is dependent upon realisation of the Company's chattel assets, realisation of the Company's book debts and director's loan accounts. It is too early to estimate the likely quantum of the distribution to unsecured creditors as they have not yet been given the opportunity to submit a proof of debt. An update on the likely level of dividend available will be provided in our first progress report.

- 11.4 Within the Act there are provisions for a fund, called the Prescribed Part, to be set aside for distribution to the unsecured creditors. The fund is calculated on the net realisations of property subject to a floating charge contained in a debenture created on or after 15 September 2003. As there is no security held against the Company, the above provisions will not apply.

## **12. FUTURE REPORTING**

- 12.1 The Joint Administrators are required to provide a progress report within one month of the expiry of the first six months of the Administration.

Dated this 21st day of May 2014



**Christopher Michael White**  
**Joint Administrator**  
**Acting as agent of the Company**  
**without personal liability**

**ABACUS CARE (HOME CARE AND NURSING SERVICES) LIMITED – IN ADMINISTRATION**

**APPENDIX A**

**JOINT ADMINISTRATORS ESTIMATED STATEMENT OF AFFAIRS**

Please note that the list of unsecured creditors included with the Joint Administrators' estimated Statement of Affairs has been prepared using the information contained within the Company's books and records as at the date of the Joint Administrators' appointment. The Joint Administrators are not responsible for any inaccuracies contained within this list of creditors.

For Data Protection purposes the Joint Administrators have not disclosed addresses where a creditor is deemed to be a *private individual rather than a company*.

Any creditor whose details were not contained within the Company's books and records, but has subsequently advised the Joint Administrators of a claim against the Company, will be shown in the creditors' list as being owed a nil balance.

**All creditors are reminded to complete and return the enclosed Proof of Debt Form in order to formally lodge their claim as an unsecured creditor of the Company.**

Insolvency Act 1986

Abacus Care (Home Care and Nursing Services) Limited  
Estimated Statement Of Affairs as at 24 April 2014

	Book Value £	Estimated to Realise £	£
<b>ASSETS</b>			
Intellectual Property	4,900 00		Uncertain
Server, Software & Telephone System	350 00		350 00
Motor Vehicle - Suzuki Swift	2,400 00		2,400 00
Motor Vehicle - Van - JIL 4351	5,000 00		5,000 00
Book Debts	820,807 00		Uncertain
Cash at Bank - Co-op	27,163 00		27,163 00
Directors Loan a/c Mrs J Fielding	17,414 00		17,414 00
Directors Loan a/c Mrs K Fielding-Link	8,685 00		8,685 00
Directors Loan a/c Mr N Fielding	43,111 00		43,111 00
			<u>104,123 00</u>
<b>LIABILITIES</b>			
<b>PREFERENTIAL CREDITORS -</b>			
BIS RPO - National Insurance Fund (Claims received to date)		821 00	
			<u>821 00</u>
			103,302 00
<b>DEBTS SECURED BY FLOATING CHARGE PRE 15 SEPTEMBER 2003</b>			
<b>OTHER PRE 15 SEPTEMBER 2003 FLOATING CHARGE CREDITORS</b>			
			<u>NIL</u>
			103,302 00
<b>Estimated prescribed part of net property where applicable (to carry forward)</b>			
			<u>NIL</u>
			103,302 00
<b>DEBTS SECURED BY FLOATING CHARGE POST 15 SEPTEMBER 2003</b>			
			<u>NIL</u>
			103,302 00
<b>Estimated prescribed part of net property where applicable (brought down)</b>			
			<u>NIL</u>
			103,302 00
<b>Unsecured non-preferential claims (excluding any shortfall to floating charge holders)</b>			
Trade & Expense Creditors	109,407 00		
Employees - Unsecured Creditors (Claims received to date)	800 00		
HM Revenue & Customs - PAYE/NIC	256 00		
HM Revenue & Customs - Corporation Tax	24,068 00		
Legal Fees	<u>125,000 00</u>		
			<u>259,531 00</u>
<b>Estimated deficiency/surplus as regards non-preferential creditors</b>			
<b>(excluding any shortfall in respect of F C's post 14 September 2003)</b>			
			<u>(156,229 00)</u>
			(156,229 00)
<b>Issued and called up capital</b>			
Ordinary Shareholders		60 00	
			<u>60 00</u>
<b>TOTAL SURPLUS/(DEFICIENCY)</b>			<u>(156,289 00)</u>

**The P&A Partnership**  
**Abacus Care (Home Care and Nursing Services) Limited**  
**B - Company Creditors**

Key	Name	Address	£
CA00	Advanced Health & Care	Munro House, Portsmouth Road, Cobham, Surrey, KT11 1TF	2,961 49
CA01	Alexander Myerson & Co	32 Derby Street, Ormskirk, Lancashire, L39 2BY	9,960 00
CB00	Blakeleys Waste Management Ltd	Junction Works, Bickershaw Lane, Abram, Wigan, Lancashire, WN2 5TB	20 16
CC00	Clear View Window Cleaning Service	6 Galloway Drive, Upholland, Skelmersdale, WN8 0DZ	195 00
CC01	Computer Support Services	Earle House, Atlantic Street, Broadheath, Altrincham, Cheshire, WA14 5DD	989 40
CC02	Copiers & Servicing Ltd	46 Queensway, Wigan, WN1 2HR	804 51
CD00	Dgos Ltd	Unit 1 Wharfside., Trafford Wharf Road, Manchester, M17 1EX	1,344 18
CD01	Disclosure & Barring Service	P O Box 142, Liverpool, L69 3JA	446 00
CD02	Dun & Bradstreet Ltd	Shared Accounting Services Centre, Marlow International, Parkway, Marlow, Bucks., SL7 1AJ	42 00
CD03	David Bigmore & Co Solicitors	Thornton Grange, Chester Road, Gresford, LL12 8NU	0 00
CF00	Fds North	35/36 Atlantic Business Centre, Atlantic Street, Altrincham, Cheshire, WA14 5NQ	2,100 00
CF01	Foxsoft Ltd	The Stables, Hermitage Business Park, Hermitage Lane, Tamworth, Staffordshire, B78 1HS	330 00
CF02	Franchise Development Services North	81 Atlantic Business Centre, Atlantic Street, Broadheath, Altrincham, Cheshire, WA14 5NQ	0 00
CG00	Gaia Almanach	Po Box 142, 8501 Papa, Hu	1,107 00
CH00	Heatons Garage Ltd	Railway Approach, Ormskirk, Lancashire, L39 2DD	53 75
CH01	Hsh Consulting	Kemp House, 152 City Road, London, EC1V 2NX	7,723 75
CH02	Humphries Kerstetter	30 Furnival Street, London, EC4A 1JQ	37,716 07
CL00	Lake Technology	Woodville House, Woodville Street, St Helens, Merseyside, WA10 1ET	2,070 00
CM00	Millbank Edge LLP	St Andrews House, 62 Bridge Street, Manchester, M3 3BW	9,000 00
CM01	Mortons Daines Ltd	Kenyons Lane, Maghull, Liverpool, L31 0BP	73 92
CN00	National Family Mediation Service	Kemp House, 152 City Road, London, EC1V 2NX	14,657 50
CO00	Opus Energy	Royal Pavilion, 2 Summerhouse Road, Moulton Park, Northampton, NN3 6BJ	831 39
CP00	Patent Trademark Register	Odm Srl, Po Box 5700, 800 90 Bratislava 090, Slovakia	527 00
CP01	Perrin Consulting	25 Grantham Road, Southport, PR8 4LS	700 00
CS00	Sage Uk Ltd	P O Box 541, Doncaster, DN4 5WQ	2,502 00
CS01	Sirch Developments Ltd	26 New Lane, Aughton, Ormskirk, L39 4UD	13,207 52
CS02	Swift Despatch	11B Wilson Road, Huyton Business Park, Liverpool, Merseyside, L36 6AN	20 46

Signature \_\_\_\_\_

**The P&A Partnership  
Abacus Care (Home Care and Nursing Services) Limited  
B - Company Creditors**

Key	Name	Address	£
CW00	World Pay Ltd	Worldpay Centre, The Science Park, Milton Road, Cambridge, CB4 0WE	23 94
28 Entries Totalling			109,407.04

Signature \_\_\_\_\_

**ABACUS CARE (HOME CARE AND NURSING SERVICES) LIMITED – IN ADMINISTRATION**

**APPENDIX B**

**JOINT ADMINISTRATORS' RECEIPTS AND PAYMENTS ACCOUNT FOR THE PERIOD  
24 APRIL 2014 TO 21 MAY 2014**

**Abacus Care (Home Care and Nursing Services) Limited**  
(In Administration)

**Joint Administrators' Abstract Of Receipts And Payments**  
**To 21 May 2014**

<b>RECEIPTS</b>	<b>Statement of Affairs (£)</b>	<b>Total (£)</b>
Intellectual Property	Uncertain	0 00
Server, Software & Telephone System	350 00	0 00
Motor Vehicle - Suzuki Swift	2,400 00	0 00
Motor Vehicle - Van - JIL 4351	5,000 00	0 00
Book Debts	Uncertain	0 00
Contribution to Costs		5,000 00
Cash at Bank - Co-op	27,163 00	27,162 52
Directors Loan a/c Mrs J Fielding	17,414 00	0 00
Directors Loan a/c Mrs K Fielding-Link	8,685 00	0 00
Directors Loan a/c Mr N Fielding	43,111 00	0 00
		<hr/>
		32,162 52
		<hr/>
<b>PAYMENTS</b>		
Statutory Advertising		75 82
PR Fees		150 00
BIS RPO - National Insurance Fund	(821 00)	0 00
Trade & Expense Creditors	(109,407 00)	0 00
Employees - Unsecured Creditors	(800 00)	0 00
HM Revenue & Customs - PAYE/NIC	(256 00)	0 00
HM Revenue & Customs - Corporation Tax	(24,068 00)	0 00
Legal Fees	(125,000 00)	0 00
Ordinary Shareholders	(60 00)	0 00
		<hr/>
		225 82
		<hr/>
Net Receipts/(Payments)		31,936 70
		<hr/>

**MADE UP AS FOLLOWS**

Bank Balance	31,921 54
VAT Receivable / (Payable)	15 16
	<hr/>
	31,936 70
	<hr/>

\_\_\_\_\_  
Christopher Michael White  
Joint Administrator



**ABACUS CARE (HOME CARE AND NURSING SERVICES) LIMITED – IN ADMINISTRATION**

**APPENDIX C**

**SIP 9 TIME COST ANALYSIS- PRE-APPOINTMENT COSTS**

**SIP 9 - Time & Cost Summary**

Period 14/02/14 23/04/14

## Time Summary

Hours						Time Cost (£)	Average hourly rate (£)
Classification of work function	Partner	Manager	Other Senior Professionals	Assistants	Total Hours		
Administration & planning	5 70	1 50	22 30	0 50	30 00	6,586 30	219 54
Investigations	0 00	0 00	0 00	0 00	0 00	0 00	0 00
Realisations of assets	11 40	0 50	0 30	0 00	12 20	3,991 30	327 16
Trading	0 00	0 00	0 00	0 00	0 00	0 00	0 00
Creditors	0 00	0 00	0 00	0 00	0 00	0 00	0 00
Case specific matters	0 00	0 00	0 00	0 00	0 00	0 00	0 00
Pre Sip9 Time Recording	0 00	0 00	0 00	0 00	0 00	0 00	0 00
<b>Total Hours</b>	<b>17 10</b>	<b>2 00</b>	<b>22 60</b>	<b>0 50</b>	<b>42 20</b>	<b>10,577 60</b>	<b>250 65</b>
<b>Total Time Cost (£)</b>	<b>5,728 50</b>	<b>512 50</b>	<b>4,316 60</b>	<b>20 00</b>			

**ABACUS CARE (HOME CARE AND NURSING SERVICES) LIMITED – IN ADMINISTRATION**

**APPENDIX D**

**SIP 9 TIME COST ANALYSIS- POST-APPOINTMENT COSTS**

**SIP 9 - Time & Cost Summary**

Period 24/04/14 21/05/14

## Time Summary

Hours						Time Cost (£)	Average hourly rate (£)
Classification of work function	Partner	Manager	Other Senior Professionals	Assistants	Total Hours		
Administration & planning	7 00	5 00	9 00	3 50	24 50	5,451 50	222 51
Investigations	1 40	0 00	0 20	0 00	1 60	507 20	317 00
Realisations of assets	1 80	0 30	6 00	0 00	8 10	1,818 00	224 44
Trading	0 00	0 00	0 00	0 00	0 00	0 00	0 00
Creditors	2 70	1 40	6 20	0 20	10 50	2,418 70	230 35
Case specific matters	0 00	0 00	3 80	0 00	3 80	725 80	191 00
Pre Sip9 Time Recording	0 00	0 00	0 00	0 00	0 00	0 00	0 00
Total Hours	12 90	6 70	25 20	3 70	48 50	10,921 20	225 18
Total Time Cost (£)	4,321 50	1,638 50	4,813 20	148 00			

**ABACUS CARE (HOME CARE AND NURSING SERVICES) LIMITED – IN ADMINISTRATION**

**APPENDIX E**

**CREDITORS GUIDE TO THE FEES, EXPENSES AND DISBURSEMENT CHARGED BY THE P&A  
PARTNERSHIP RATES APPLICABLE FROM THE 1<sup>ST</sup> MARCH 2014**

# Creditors Guide to the Fees, Expenses and Disbursements charged by The P&A Partnership

## Rates applicable from the 1<sup>st</sup> March 2014

### Details of Insolvency Practitioners Licensing Bodies

John Russell, Brendan Ambrose Guilfoyle, Andrew Philip Wood, Christopher Michael White, Gareth David Rusling, Steven Edward Butt and Ashleigh William Fletcher are all licensed by the Insolvency Practitioners Association of Valiant House, 4-10 Heneage Lane, London, EC3A 5DQ Derek Ewan Simpson is licensed by The Institute of Chartered Accountants of Scotland of CA House, 21 Haymarkets Yard, Edinburgh EH12 5BH

### Insolvency Practitioners Fees

The Insolvency Rules 1986 entitles the Insolvency Practitioner to receive remuneration for his services and sets out the basis of how such remuneration shall be fixed which includes a percentage of the assets realised and monies distributed to creditors, a set amount, by reference to the time properly given by the office holders, their partners and staff in attending to matters arising, or one or more of the above bases and different basis may be fixed for different things Where it has been agreed by resolution of the secured creditors, a creditor's committee or creditors generally, that the office holders remuneration will be calculated by reference to a time basis, then such remuneration will be calculated in units of 6 minutes at the following hourly standard rates -

Grade	Total Hourly Standard Rates £	Total Hourly Complex Rates £
Partners/Associate	335-450	495 – 600
Partners & Directors		
Senior Manager & Managers	230-305	320 – 440
Administrators	191-230	
Assistants	40-191	

These are our current hourly charge out rates and are exclusive of value added tax Rates are reviewed annually and creditors will be advised of any alteration thereto In cases of exceptional complexity or risk, the insolvency practitioner reserves the right to obtain authority from the secured creditors, creditor's committee or the creditors generally, that their remuneration on such time as is agreed shall be charged on the above higher hourly complex rate

### Debt Collection, Contested Asset Recovery and Related Services

Contested debt collection will be referred to P&A Receivables Services PLC, an associated company of The P&A Partnership and its dedicated legal firm James Peters & Co The fees of P&A Receivables Services PLC shall be charged by reference to the time properly given by their staff, such fees will be calculated in units of 6 minutes at the hourly rate of £80 P&A Receivables Services PLC may also be used to recover items such as plant and machinery, to locate debtors and to serve documents The fees for work of this nature will be calculated in accordance with P&A Receivables Services PLC's standard rates

James Peters & Co fees will be charged by reference to time costs properly incurred, calculated in 6 minute units at an hourly rate of between £111 and £217, plus their disbursements These fees are in accordance with the guideline rates for summary assessment of costs following consultation between the legal profession and the Designated Civil Judge and are typical of legal firms in this geographical area

### Expenses and Disbursements

The payment of Category 1 disbursements will be a charge against the estate to recover the actual cost of the disbursement paid out in respect of the administration of the estate, typically statutory advertising, searches, external room hire or travel expenses A separate amount will be charged by way of an expense to recover the cost of Category 2 disbursements for services provided by the insolvency practitioner's firm Category 2 disbursements will include storage of company's books and records at the insolvency practitioner's own storage facility The books and records will be stored in banker's boxes and a storage fee will be charged at the rate of £7 50 per box per month This charge covers the transportation of records from the company's premises, storage, retrieval of books and records in storage for administration purposes and the destruction of such books and records after the first anniversary of the completion of the insolvency administration Travelling by motor vehicle on business for the administration of the insolvency will be charged to the estate per mile at the appropriate rate currently published by the "AA" for the type of vehicle and engine size used All circulars will be sent out by first class post and the actual postage costs will be charged as an expense to the estate

### Introduction to Lending Sources

The P&A Partnership may make referrals to P&A Lender Services Ltd ('PALS') being an associated company PALS and its authorised representatives are not authorised under the Financial Services and Markets Act 2000 or by the Financial Services Authority to provide specific investment advice but they may be able to introduce funding seeking parties ('FSP's') to one or more reputable lending services ('Lender')

In such circumstances where any party associated with the referral is subsequently subject to any formal insolvency procedure and the Partners of The P&A Partnership are appointed office holders in relation to any formal insolvency, then any arrangement fees or commissions or payments becoming due to PALS (if any) from any Lender in respect of the acquisition or future trading of the business and assets of the insolvent party, will be paid into the realisation fund in the formal insolvency for the benefit of creditors