

The Insolvency Act 1986  
Report of Meetings  
Approving Voluntary Arrangement  
Pursuant to Section 4 of the  
Insolvency Act 1986

# S.4

To the Registrar of Companies

For Official Use

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Company Number

03052444

Insert full name of company

Name of Company

New City Consulting Limited - Company Voluntary Arrangement

Insert full name and  
address

I  
Michael Reeves,  
Robson Scott Associates  
49 Duke Street  
Darlington DL3 7SD

Insert date

the chairman of meetings held in pursuance of Section 4 of the Insolvency Act 1986 on 28  
February 2014 enclose a copy of my report of the said meetings

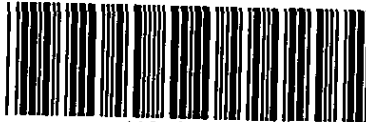
Signed



Date 28 February 2014

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

N2351  
New City Consulting Limited  
Michael Reeves  
Robson Scott Associates

For Official Use	
Liquidation Section	Post Room
	
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A12	09/04/2014 #226
COMPANIES HOUSE	

WEDNESDAY

## NEW CITY CONSULTING LIMITED

REPORT ON THE MEETINGS OF CREDITORS AND OF THE COMPANY TO CONSIDER THE PROPOSAL FOR A  
COMPANY VOLUNTARY ARRANGEMENT (CVA)

## Introduction

- 1 The meeting of creditors took place at 10 00am on 28 February 2014 at the offices of Robson Scott Associates, 49 Duke Street, Darlington, County Durham, DL3 7SD. A meeting of members of the company was held at 10 10am on the same date.
- 2 The nominees were unable to chair the meetings and nominated Chris Horner, an employee of Robson Scott Associates who is experienced in insolvency matters, to act as chairman in his place.

## Meeting of creditors

Creditors proposed various modifications, details of which are at appendix C

Creditor	Proxyholder
HM Revenue & Customs*	Chairman of the Meeting
Lex Autolease Limited	Chairman of the Meeting

- 3 A vote was taken on the following resolutions by creditors

'That the company voluntary arrangement (as modified by creditors) is accepted,

Details as to how each creditor voted is set out at appendix A. Creditors proposing modifications to the proposal that were consented to by the directors are indicated by an asterisk ("\*")

- 4 It was noted that those voting in favour of the resolution to approve the proposal (as modified) exceeded the requisite majority necessary to pass the resolution, namely 75% or more in value of the creditors present in person or by proxy and voting on the resolution.
- 5 The chairman noted that, to the best of his knowledge, none of the creditors voting at the meeting were connected with the company.

	Votes in favour	Votes against	Abstain	Total
Amount	£59,089.04	£0	£9,497.55	£68,586.59
% of total	86.15%	0%	13.85%	100%

- 6 The chairman declared the resolution passed and that the proposal for a voluntary arrangement was approved without modifications.
- 7 No committee of creditors was appointed.

## Meeting of members

8 Members did not propose any modifications to the proposal

9 A vote was taken on the following resolutions by members

‘That the company voluntary arrangement (as modified by creditors) is accepted,

Details as to how each member voted is set out at Appendix B

10 It was noted that those voting in favour of the resolution to approve the proposal (as modified) exceeded the requisite majority necessary to pass the resolution, namely in excess of one half in value of the members present in person or by proxy and voting on the resolution

11 The chairman declared the resolution passed and that the proposal for a voluntary arrangement was approved with by the members

12 The chairman drew the provisions of Section 4A of the Insolvency Act 1986 (as amended) to the attention of the meeting, and indicated that notwithstanding the rejection of the proposal by the members, the proposal for a voluntary arrangement was approved withwithout modifications s as a result of the resolution passed at the meeting of creditors. The chairman brought to the attention of the members their right to apply to court

## Other matters

13 It is considered that the EC Regulations will apply since the company’s registered office and trading premises are both in England and Wales. These proceedings will be main proceedings



Chris Horner  
Chairman

Dated 28 February 2014

**NEW CITY CONSULTING LIMITED – COMPANY VOLUNTARY ARRANGEMENT**

**SCHEDULE OF PROXIES RECEIVED FOR MEETING OF CREDITORS TO BE HELD ON 28 FEBRUARY 2014**

Chairman of the Meeting	HM Revenue & Customs	Value £	Value £	Value £	Value for approval of arrangement - no modifications £	Value for approval of arrangement - with modifications £	Vote for against arrangement £
Chairman of the Meeting	HM Revenue & Customs	£59,089.04				£59,089.04	
Chairman of the Meeting	Lex Autolease Limited	£9,497.55	£9,497.55	R8 6 applies, No instructions for voting			
<b>TOTALS</b>		<b>£68,589.89</b>	<b>£9,497.55</b>			<b>£59,089.04</b>	

**NEW CITY CONSULTING LIMITED – COMPANY VOLUNTARY ARRANGEMENT**

**SCHEDULE OF PROXIES RECEIVED FOR MEETING OF MEMBERS TO BE HELD ON 28 FEBRUARY 2014**

[illegible]

## RECONCILED MODIFICATIONS

1. **[Interpretation]** Where a modification to the proposal is approved by creditors and accepted by the company, the entire proposal shall be construed in the light of the modification and read to give effect to that modification such that any contrary or potentially contrary provisions in the proposal shall either be ignored, or interpreted, in order that the intention of the modification is given priority and effect
2. **[HMRC claim]** The HMRC claim in the CVA will include PAYE/NIC due to the date, of the meeting to approve the arrangement, [or the commencement of the prior administration] and CTSA / assessed tax for the accounting period(s) ended on or before the date of approval of the arrangement [or date of commencement of the prior administration ]
3. **[HMRC claim]** The HMRC claim in the CVA will include assessed tax, levy or duty to the date of approval or [to the date of commencement of the prior administration ]
4. **[Post approval returns and liabilities]** All statutory returns and payments due to HMRC post approval shall be provided on or before the due date.
5. **[Outstanding returns]** All statutory accounts and returns overdue at the date of the creditors' meeting shall be provided to HMRC within 2 months of the approval date together with any other information required
6. **[Dividend prohibition]** No non preferential distribution will be made until (i) a CTSA return has been filed for the accounting period ended on or immediately prior to the date, of approval, or of commencement of the prior administration (ii) a VAT and/or other levy or duty return due to HMRC has been filed up to the date of the approval or [the date of commencement of the prior administration] or (iii) an HMRC Determination or assessment has been made and the supervisor has admitted their final claims
7. **[Expenses of arrangement]** CTSA NAT due on realisation of assets included in the arrangement will be regarded as an expense of realising the asset payable out of the net sale proceeds
8. **[Tax-Overpayments]** Set-off of refunds due from the Crown against debts due to the Crown will be in accordance with statute and established legal principles
9. **[Expenses of VA]** HMRC distress I petition costs are to be paid as an expense of the arrangement, in priority to the nominee's fees and supervisor's fees, remuneration and disbursements
10. **[Co debtors]** The release of the company from its debts by the terms of the CVA shall not operate as a release of any co-debtor for the same debts
11. **[Termination]** The arrangement shall terminate upon
  - (a) The making of a winding up order against the company, or the passing of a winding up resolution or the company going into administration

(b) (Where there is express authority for the supervisor so doing ) the supervisor issuing a certificate of termination.

12. **[Arrangement trusts]** Upon termination of the arrangement the arrangement trusts expressed or implied shall cease, save that assets already realised shall [after provision for supervisor's fees and disbursements] be distributed to arrangement creditors
13. **[Liquidation costs provision]** The Company shall lodge with the supervisor on 28 February 2014, the day of the creditor's meeting; sufficient clear funds (e.g. cash or bankers draft) to enable Winding Up proceedings to be taken against the Company in the event of default. Should these cleared funds not be received on that day, this will constitute default of the arrangement incapable of being remedied
14. **[Non-compliance]** Failure to comply with any express term of the arrangement shall constitute a breach of the company's obligation under the arrangement. The supervisor shall work with the company to remedy any breach of obligation. Rule 1.19 shall apply where any variation is proposed. But if any breach of obligation is not remedied within 60 days of its occurrence this shall constitute default of the CVA that cannot be remedied and the supervisor shall petition for a winding up order
15. **[Windfall]** Should the company receive or become entitled to any assets / funds which had not been foreseen in the proposal details shall be notified to the Supervisor immediately and such sums shall be paid into the CVA until all costs, creditors' claims and statutory interest have been paid in full. Until costs, claims and statutory interest are paid in full all the company's other obligations under the arrangement shall continue and the payment shall not reduce the amount of contribution due from the company
16. **[Contributions]** If the company should fail to pay 2 monthly contributions (these need not be consecutive) this shall constitute default of the CVA that cannot be remedied and the Supervisor shall immediately petition for the compulsory winding-up of the company
17. **[Re-Mortgage]** Section 3.6 within the proposals will be removed. If the proposed re-mortgage is not completed within 24 months then the property shall be sold (by public auction if necessary) within a further 6 months.
18. **[Supervisor]** The discretion given to the Supervisor in paragraph 3.8 shall be removed. Instead the views of creditors are to be canvassed and the Supervisor is to supply all creditors with a report showing how each voted and the majority decision reached
19. **[Payments]** The company is to make monthly voluntary contributions of not less than £500.00 during the currency of the arrangement
20. **[Reviews]** The Supervisor is to conduct a full review every 12 months of the company's business income and expenditure and obtain an increase in voluntary contributions of not less than 50% of any rise in the net income after provision for tax
21. **[Directors payment]** lump sum payment of not less than shall be made no later than 28 February 2016
22. **[Claims]** The claims of third parties who have contributed to the assets available under the arrangement shall be treated as deferred and only rank for dividend once all unsecured

claims have been satisfied

23. **[Dividend Payments]** All claims will rank in their respective classes for dividend from the first dividend date after they have been lodged with, and admitted by, the Supervisor
24. **[Duration]** The duration of the arrangement shall not exceed 42 months, without the prior approval of a 75% majority in value of creditors' claims voting for the resolution.
25. The arrangement shall not be capable of successful completion until all unsecured, non-preferential creditors claiming in the arrangement have received a minimum dividend of 100pence/£
26. **[CVA extension]** If, to achieve 100p in the £ to all creditors, the arrangement needs to be extended beyond 42 months, S189 IA1986 shall apply and all references to winding up shall be taken as references to CVA and statutory interest shall be paid from the date the arrangement is approved, or the date of any earlier winding up order, or administration to the date of payment so far as available funds will allow
27. **[Variation]** The company shall not, within 12 months of approval propose a variation to the arrangement that will reduce the yield to creditors below the forecast of 100 pence in the £ unless the Supervisor can provide clear evidence that the variation proposal results from changed trading circumstances that could not have been foreseen when the arrangement was approved. For the avoidance of doubt, simple mis-forecasting of business turnover or profitability shall not provide cause for variation. The Supervisor's evidence, supporting financial information and notice of a creditors' vote shall be circulated to creditors giving at least 14 days clear notice. Creditors shall be asked to say whether the costs associated with the variation shall be met from VA funds in the event that it is rejected
28. **The directors of the company shall not:**
  - a declare or pay any dividend to shareholders for the duration of the voluntary arrangement
  - b declare or pay themselves additional remuneration or fees save shall be agreed with creditors representing 75% of voting creditors