

The Insolvency Act 1986

## Notice of result of meeting of creditors

Name of Company  
A G Shakespeare Limited

Company number  
03596139

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

Court case number  
8520 of 2012

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

We, (a) Nigel Price of Begbies Traynor (Central) LLP, 10th Floor, Temple Point, 1 Temple Row  
Birmingham B2 5LG and W John Kelly of Begbies Traynor (Central) LLP, Temple Point, 1 Temple  
Row Birmingham B2 5LG

\* Delete as applicable

(b) Insert place of meeting

(c) Insert date of meeting

\* Delete as applicable

hereby report that \*a meeting of the creditors of the above company was held at 10<sup>th</sup> Floor, Temple  
Point, 1 Temple Row, Birmingham B2 5LG

(b) on (c) 11 January 2013 at which -

\*1 Proposals were approved

(d) Give details of the  
modifications (if any)

\*2 Other resolutions

TUESDAY



\*Q202S3JD\*  
QIQ 15/01/2013 #14  
COMPANIES HOUSE

(e) Insert time and date of  
adjourned meeting

(f) Details of other resolutions  
passed

- 2 That the joint administrators' remuneration be fixed by reference to the time properly given by the joint administrators (as administrators) 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 administration
- 3 That the joint administrators be 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 accompanied *The Statement of Proposals of the Joint Administrators for Achieving the Purpose of the Administration pursuant to Paragraph 49 of Schedule B1 to the Insolvency Act 1986 and Rule 2.33 of the Insolvency Rules 1986*
- 4 That the joint administrators' unpaid pre-administration costs in the total sum of £713 (plus VAT) detailed in the statement of pre-administration costs contained in the joint administrators' Statement of Proposals, be approved for payment

- 4 That the joint administrators' be discharged from liability in respect of any actions of theirs as administrators, pursuant to Paragraph 98 of Schedule B1 to the Insolvency Act 1986, with effect from the date their appointment as joint administrators ceases to have effect

The revised date for automatic end to administration is 2/11/2013

A creditors' committee was not formed

\*Delete as applicable

Signed

Joint / Administrator(s)

Dated

11/11/13

#### 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 will be visible to searchers of the public record

Beggies Traynor (Central) LLP	
10th Floor, Temple Point, 1 Temple Row, Birmingham B2 5LG	
	Tel Number 0121 200 8150
Fax Number 0121 200 8160	DX Number

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

The affairs, business and property of the Company are being managed by the joint administrators, who act as the Company's agents and without personal liability

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## A G Shakespeare Limited (In Administration)

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Statement of proposals for achieving the purpose of the administration pursuant to Paragraph 49 of Schedule B1 to the Insolvency Act 1986 and Rule 2.33 of the Insolvency Rules 1986

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## **Important Notice**

This statement of proposals has been produced for the sole purpose of advising creditors pursuant to the provisions of the Insolvency Act 1986. 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 for any purpose other than this report to them, or by any other person for any purpose whatsoever. Any estimated outcomes for creditors included in these proposals are illustrative only and cannot be relied upon as guidance as to the actual outcomes for creditors.

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# 1. INTERPRETATION

<b><u>Expression</u></b>	<b><u>Meaning</u></b>
"the Company"	A G Shakespeare Limited (In Administration)
"the administration"	The appointment of administrators under Schedule B1 of the Act on 2 November 2012
"the administrators", "we", "our", "us"	Nigel Price of Begbies Traynor (Central) LLP, 10th Floor, Temple Point, 1 Temple Row, Birmingham, B2 5LG  and  W John Kelly of Begbies Traynor (Central) LLP, Temple Point, 1 Temple Row, Birmingham, B2 5LG
"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)
"preferential creditor"	Any creditor of the Company whose claim is preferential within Sections 386, 387 and Schedule 6 to the Act

## 2. STATUTORY INFORMATION

Name of Company	A G Shakespeare Limited	
Date of Incorporation	9 July 1998	
Company registered number	03596139	
Company registered office	10th Floor, Temple Point, 1 Temple Row, Birmingham, B2 5LG	
Former registered office	Unit 2 The Courtyard, Harris Business Park, Hanbury Road, Stoke Prior, Bromsgrove, Worcestershire, B60 4DJ	
Trading address(es)	Unit 2 The Courtyard, Harris Business Park, Hanbury Road, Stoke Prior, Bromsgrove, B60 4DS	
Principal business activities	Construction – Electrical contractors	
Directors and details of shares held in the Company (if any)	<b>Name</b>	<b>Shareholding</b>
	Christopher James Gretton	600 Ordinary Shares
Company Secretary and details of the shares held in Company (if any)	<b>Name:</b>	<b>Shareholding</b>
	Gillian Florence Gretton	400 Ordinary Shares
Auditors	Michael Kay & Company Limited 2 Water Court, Water Street, Birmingham, B3 1HP	
Share capital	1,000 £1 00 ordinary shares	
Shareholders	Christopher James Gretton Gillian Florence Gretton	

### 3. DETAILS OF APPOINTMENT OF ADMINISTRATORS

Date of appointment	2 November 2012
Court	High Court of Justice Chancery Division, Birmingham District Registry
Court Case Number	8520 of 2012
Person(s) making appointment / application	The director of the company
Acts of the administrators	The administrators act as officers of the court and as agents of the Company without personal liability. Any act required or authorised under any enactment to be done by an administrator may be done by any one or more persons holding the office of administrator from time to time.
EC Regulation on Insolvency Proceedings	The EC Regulation on Insolvency Proceedings (Council Regulation (EC) No 1346/2000) applies to these proceedings which are main proceedings' within the meaning of Article 3 of the Regulation.

#### STATUTORY PURPOSE OF ADMINISTRATION

Paragraph 3 of Schedule B1 to the Act provides as follows

- "3 (1) The administrator of a company must perform his functions with the objective of-
- (a) rescuing the company as a going concern, or
  - (b) 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
  - (c) realising property in order to make a distribution to one or more secured or preferential creditors
- (2) Subject to sub-paragraph (4), the administrator of a company must perform his functions in the interests of the company's creditors as a whole
- (3) The administrator must perform his functions with the objective specified in sub-paragraph (1)(a) unless he thinks either-
- (a) that it is not reasonably practicable to achieve that objective, or
  - (b) that the objective specified in sub-paragraph (1)(b) would achieve a better result for the company's creditors as a whole
- (4) The administrator may perform his functions with the objective specified in sub-paragraph (1)(c) only if-
- (a) he thinks that it is not reasonably practicable to achieve either of the objectives specified in sub-paragraph (1)(a) and (b), and
  - (b) he does not unnecessarily harm the interests of the creditors of the company as a whole "

## 4. CIRCUMSTANCES GIVING RISE TO OUR APPOINTMENT

A G Shakespeare Limited commenced trading in August 1998 providing a service for a core set of clients as electrical engineering contractors. The company had a running turnover at that point of £250,000 and over the following 11 years saw a steady and controlled growth reaching a peak turnover of £6,000,000.

Economic changes in late 2009/early 2010 saw the industry severely affected by the onset of a recession. Margins were eroded and competition increased as larger contractors started to target the market the company operated in. The directors took the stance that they would not take work below cost and, as a consequence, the company saw a dramatic drop in turnover. The company's financial position was reviewed at this point and changes were implemented to reduce the company's overheads.

Unfortunately, as a consequence of the recession, a number of clients entered administration and ceased trading. This led to an increase in bad debts and had an adverse effect on the company's working capital. In the initial stages these bad debts were absorbed as the company was in the financial position that it could do so although, coupled with the drop in turnover and the stance not to take work at below cost, made this a difficult trading period.

In October 2010 the company suffered a further bad debt in the sum of £150,000 following the insolvency of one of its customers with whom it had an ongoing contract. Furthermore, the company's bank also wanted to change/reduce the company's facilities due to the difficulties in the sector. A number of minor bad debts also followed. This increased pressure on the company financially. The decision was taken to inject cash into the company and, with the support of suppliers, the company managed to trade through.

In late 2011/early 2012 the company secured a number of fast rolling projects, however due to the main contractor excessively delaying payments due to their own company issues this created more difficulties for the company.

The company then suffered a further bad debt in September 2012 in the sum of £179,000 following the insolvency of another client. This put immense pressure on the cash flow.

It became apparent that the company would not be able to trade through and the directors took the decision to appoint administrators in order to protect the company and the company's assets.

## 5. STATEMENT OF AFFAIRS

The director has prepared a statement of affairs of the Company as at 2 November 2012 which is attached at Appendix 2. It makes no provision for the costs of the administration or any subsequent liquidation or voluntary arrangement.

The administrators' comments on the statement of affairs are as follows:

### **Furniture and Equipment**

The company owned certain items of office furniture and equipment. Upon our appointment we instructed professional agents BSV Associates to undertake an inventory and valuation of these items, the value attributed to these items has been used as the estimated to realise in the statement of affairs.



**Motor Vehicles**

The company owned 4 Renault Kangoo Vans and 3 motor vehicles. Upon our appointment we instructed professional agents BSV Associates to undertake an inventory and valuation of the motor vehicles, the value attributed to these has been used as the estimated to realise in the statement of affairs.

**Book Debts**

On appointment the company was owed a total of £1,034,444 from contract debtors and retention monies. The estimated to realise figure of £502,552 in the statement of affairs takes account of known bad or doubtful debts together with allowing for a further general provision of 20%.

**Cash at bank**

Following our appointment the company's bank account was closed and the sum of £23,950 was transferred into the administration account.

**Preferential creditors**

The claims of the Department for Business, Innovation and Skills represent employees' estimated claims under The Employment Rights Act 1996 in respect of arrears of pay to a maximum of £800 per employee and holiday pay which are claimed preferentially, and pay in lieu of notice, redundancy pay and arrears of pay in excess of £800 which are unsecured.

**Unsecured Creditors**

The figures of the trade and expense creditors, and H M Revenue and Customs for PAYE, CIS and VAT are taken from the company's records.

The claims of the employees are for any wages over and above the preferential limit, together with notice and redundancy pay.

## 6. THE ADMINISTRATION PERIOD

Following appointment it became apparent that there were insufficient ongoing contracts to support a trading period and the decision was made to close the company immediately and make the majority of the employees redundant.

In order to protect the outstanding contract debts due from one contractor the joint administrators retained 5 employees, for 10 days, in order to complete some final outstanding works on one particular site. Following completion of these works the remaining staff were made redundant.

The company had one further contract, which it would not be viable for the company to complete in an administration trading period due to the small amount of completed works, and it was agreed that this contract would be novated to M T James Limited, a company also under the directorship of Mr Christopher Gretton.

Details of the assets to be dealt with in the administration have been provided above in section 5 of this report.

***Receipts and Payments***

Attached at Appendix 1 is our account of receipts and payments from the commencement of administration on the 2 November 2012 to 21 December 2012.

#### Cash at bank

The company operated a business account with Barclays Bank PLC, following appointment this account was frozen and the balance on the account of £23,950 was transferred into the administration account. I confirm that this account remains open for any receipts.

#### Books debts

Since appointment we have received a sum of £14,132.10 from debtors. The former director continues to assist the administrators in the collection of the outstanding ledger together with Naismiths Limited, quantity surveyors appointed by the administrators.

## 7. ESTIMATED OUTCOME FOR CREDITORS

The sums owed to creditors at the date of appointment (as detailed in the director's statement of affairs) are as follows:

#### **Secured creditor**

Barclays Bank PLC holds a fixed and floating charge dated 18 February 1999, registered at Companies House on 2 March 1999. At the date of our appointment there was no liability to the Bank as the account balance was in credit, as stated above.

#### **Preferential creditors**

Preferential claims of employees for arrears of wages, salary and holiday pay are estimated at £28,691.

#### **Unsecured creditors**

Unsecured creditors are estimated at £1,330,481.

On the basis of realisations to date, and estimated future realisations, we estimate an outcome for each class of the Company's creditors as follows:

#### **Secured creditor**

There was no indebtedness to the secured creditor on appointment.

#### **Preferential creditors**

We consider that there will be sufficient funds to enable preferential creditors to be paid in full.

#### **Prescribed Part for unsecured creditors pursuant to Section 176A of the Act**

Section 176A of the Act provides that, where the company has created a floating charge on or after 15 September 2003, the administrator must make a *prescribed part* of the Company's *net property* available for the unsecured creditors and not distribute it to the floating charge holder except in so far as it exceeds the amount required for the satisfaction of unsecured debts. *Net property* means the amount which would, were it not for this provision, be available to floating charge holders out of floating charge assets (i.e. after accounting for preferential debts and the costs of realising the floating charge assets). The floating charge holder may not participate in the distribution of the prescribed part of the Company's net property. The *prescribed part of the Company's net property* is calculated by reference to a sliding scale as follows:

- ☐ 50% of the first £10,000 of *net property*;
- ☐ 20% of *net property* thereafter;
- ☐ Up to a maximum amount to be made available of £600,000.

An administrator will not be required to set aside the *prescribed part of net property* if

- ☐ the *net property* is less than £10,000 and the administrator thinks that the cost of distributing the *prescribed part* would be disproportionate to the benefit, (Section 176A(3)) or

- the administrator applies to the court for an order on the grounds that the cost of distributing the *prescribed part* would be disproportionate to the benefit and the court orders that the provision shall not apply (Section 176A(5))

To the best of our knowledge and belief, there are no unsatisfied floating charges created or registered on or after 15 September 2003 and, consequently, there is no net property as defined in Section 176A(6) of the Act and, therefore, no prescribed part of net property

#### **Unsecured creditors**

We anticipate that there will be funds available to enable a distribution to unsecured creditors. The quantum and timing will be dependent on the successful collection of contract debts and retentions

## **8. OUR PROPOSALS FOR ACHIEVING THE PURPOSE OF THE ADMINISTRATION**

#### ***Purpose of the Administration***

We are required to set out our proposals for achieving the purpose of the administration which in this context means one of the objectives specified in paragraph 3 of Schedule B1 to the Act as set out at section 3 of this report above

For the reasons set out in our report, we presently consider that it is not reasonably practicable to achieve the objective specified in subparagraph 3(1)(a), and consequently the most appropriate objective to pursue in this case is that specified in subparagraph 3(1)(b), namely 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)

In order that the purpose of the administration may be fully achieved, we propose to remain in office as administrators in order to conclude the realisation of the Company's property. The principal matters to deal with in this respect are

- Collection of contractual book debts and retentions
- Sale of motor vehicles
- Sale of office furniture and equipment

Following these events we propose to finalise distributions to the secured and preferential creditors

#### ***Exit from Administration***

We confirm that there is no indebtedness to the secured creditor in this matter and we are of the opinion that the preferential creditors will be repaid in full. We therefore anticipate that a distribution will be made to the unsecured creditors of the Company<sup>1</sup>

We do not have a general power to make a distribution to unsecured creditors and may only do so if the court gives permission. It is considered that the court will only grant such permission in exceptional circumstances where the normal course for making distributions to unsecured creditors in a voluntary liquidation is inappropriate. Additionally, there may be matters for enquiry concerning a company's affairs which are not within the scope of an administrator's powers and which can only be properly dealt with by a liquidator.

Consequently, as soon as we are satisfied that we have fully discharged our duties as administrators and that the purpose of the administration has been fully achieved, we propose to implement the provisions of Paragraph 83 of Schedule B1 to the Act whereby on the registration of a notice sent to

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<sup>1</sup> Insolvency Act 1986, Sch B1, para 83(1)

the Registrar of Companies, our appointment as administrators shall cease to have effect and the Company will automatically be placed into creditors' voluntary liquidation. Paragraph 83(7) provides

The liquidators for the purpose of the winding up shall be-

- (a) a person nominated by the creditors of the company in the prescribed manner and within the prescribed period, or
- (b) if no person is nominated under paragraph (a), the administrator

We confirm that as part of our proposals we propose that we act as joint liquidators in the subsequent winding up of the Company. Creditors may nominate a different person as the proposed liquidator provided that the nomination is made after the receipt of the proposals and before the proposals are approved. The appointment of a person nominated as liquidator takes effect by the creditors approval, with or without modification, of our proposals.

It is proposed that for the purpose of the winding up, any act required or authorised under any enactment to be done by the joint liquidators is to be done by all or any one or more of the persons for the time being holding office.

#### **Contingency plan – extending the administration**

However, it may transpire that it is not possible to finalise the administration as envisaged within one year of the date of our appointment. In particular, this situation will arise if we are not able to conclude the collections of the contract debts and retentions. Yet Paragraph 76 of Schedule B1 to the Act provides that the appointment of an administrator shall cease to have effect at the end of the period of one year beginning with the date on which it takes effect. However, our term of office may be extended either by court order for a specified period or by consent of the creditors for a specified period not exceeding six months. It may therefore become necessary at some future time for us to seek creditor consent to extending the period of the administration for up to a further six months following the anniversary of our appointment in order to ensure that the objective of the administration can be fully achieved.

#### **Contingency plan – Dissolution**

Should it transpire that there is insufficient property to enable a distribution to be made to unsecured creditors, as soon as we are satisfied that we have fully discharged our duties as administrators and that the purpose of the administration has been fully achieved, we propose to implement the provisions of Paragraph 84 of Schedule B1 to the Act. Under these provisions, on the registration of a notice sent by us to the Registrar of Companies, our appointment as administrators ceases to have effect, and at the end of three months the Company will automatically be dissolved.

Where an administrator sends such a notice of dissolution to the Registrar of Companies, he must also file a copy of the notice with the court and send a copy to each creditor of the Company, and on application by any interested party the court may suspend or disapply the automatic dissolution of the Company.

## **9. REMUNERATION AND DISBURSEMENTS**

#### ***Pre-administration costs***

In the period before the Company entered administration, we carried out work consisting of giving general insolvency advice to the directors and also advice in relation to placing the Company into administration ("the work"). The Work was carried out pursuant to a verbal agreement made between us and the sole director, Mr C Gretton ("the Agreement"). The Agreement provides for the payment of our fees and the discharge of expenses incurred by us ("the Pre-administration costs") in carrying out the Work.

The Work was carried out before the Company entered administration in order to determine that it was appropriate and beneficial for creditors generally that the Company should be placed into Administration rather than any other form of insolvency. For these reasons we consider that the Work has furthered the achievement of the objective of administration being pursued, namely 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).

The Pre-administration fees amount to £4,875 (plus VAT). This sum includes £713 which relates to assisting employees with the completion of their redundancy forms and instructing chattel agents to undertake a valuation of the plant, machinery and motor vehicles.

The Pre-administration costs detailed above are unpaid.

We are seeking that the costs of £713 be paid as an expense of the administration. Pursuant to Rule 2.67A of the Insolvency Rules 1986, approval to pay such costs as an expense is required from the creditors' committee, or in the absence of a committee, or if the committee does not make a determination, by way of a resolution of creditors. Payment of the unpaid Pre-administration costs requires separate approval and is not part of our proposals subject to approval pursuant to Paragraph 53 of Schedule B1 to the Act.

In order to provide sufficient information to enable approval of our fees, a Pre-administration Time Costs Summary appears at Appendix 3. This shows the number of hours spent by each grade of staff involved in the case and gives the average hourly rate charged for the Pre-administration costs. It also provides an explanation of the work undertaken prior to our appointment.

#### **Remuneration**

We propose that the basis of our remuneration be fixed under Rule 2.106 of the Rules by reference to the time properly given by us (as administrators) and the various grades of our staff calculated at the prevailing hourly rates of Begbies Traynor (Central) LLP in attending to matters arising in the administration.

It is for the creditors' committee to approve the basis of our remuneration under Rule 2.106 of the Rules, but if no such committee is appointed it will be for the creditors to determine.

Appendix 3 sets out our firm's hourly charge out rates and the time that we and our staff have spent in attending to matters arising in the administration since 2 November 2012.

#### **Disbursements**

We propose that disbursements, including disbursements for services provided by our firm (defined as Category 2 disbursements in Statement of Insolvency Practice 9) be charged in accordance with our firm's policy, details of which are set out at Appendix 3. These disbursements will be identified by us and subject to the approval of those responsible for determining the basis of our remuneration.

## **10. OTHER INFORMATION TO ASSIST CREDITORS**

#### **Report on the conduct of directors**

We have a statutory duty to investigate the conduct of the director and any person we consider to be or have been a shadow or de facto director during the period of three years before the date of our appointment, in relation to their management of the affairs of the Company and the causes of its failure. We are obliged to submit confidential reports to the Department for Business, Innovation and Skills.

As administrators of the Company we are required by best practice guidance to make enquiries of creditors as to whether they wish to raise any concerns regarding the way in which the Company's

business was conducted prior to the commencement of the administration, or wish to bring to our attention any potential recoveries for the estate. If you would like to bring any such issues to our attention please do so in writing to the address detailed at Section 3 of this report. This request for information is standard practice and does not imply any criticism or cause of action against any person concerned in the management of the Company's affairs.

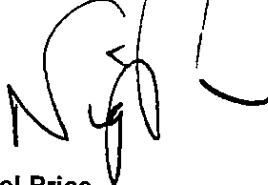
**Connected party transactions**

We have not been made aware of any sales of the Company's assets to connected parties.

## 11. CONCLUSION

Pursuant to paragraph 51 of Schedule B1 to the Act, our proposals will be considered at an initial meeting of the Company's creditors summoned in accordance with the Notice of meeting (Form 2 20B) accompanying this document.

Subject to the approval of our proposals at the initial creditors' meeting we will report on progress again approximately six months after the commencement of the administration, or at the conclusion of the administration, whichever is the sooner.

A handwritten signature in black ink, appearing to read 'Nigel Price', with a stylized flourish at the end.

**Nigel Price**  
Joint Administrator

Date 21 December 2012

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## **ACCOUNT OF RECEIPTS AND PAYMENTS**

**2 November 2012 to 21 December 2012**

**A G Shakespeare Limited  
(In Administration)**

**Income and Expenditure Account  
To 21 December 2012**

	Fixed Charge £	Floating Charge £	Total £
<b>INCOME</b>			
Book Debts		14,132 10	14,132 10
Cash at Bank		23,950 00	23,950 00
	<b>0.00</b>	<b>38,082.10</b>	<b>38,082.10</b>
<b>EXPENDITURE</b>			
Direct Labour		6,320 36	6,320 36
Direct Expenses		195 97	195 97
Salaries		5,392 15	5,392 15
Material purchases		7,081 58	7,081 58
Legal Fees and Disbursements		5,123 48	5,123 48
Record destruction and storage Costs		1,212 30	1,212 30
Statutory Advertising		76 50	76 50
	<b>0.00</b>	<b>25,402.34</b>	<b>25,402.34</b>
<b>Balance</b>	<b>0.00</b>	<b>12,679.76</b>	<b>12,679.76</b>

**MADE UP AS FOLLOWS**

Vat Receivable	2,729 79
Bank 1 Current	9,949 97
	<b>12,679.76</b>



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**DIRECTOR'S STATEMENT OF AFFAIRS AS AT 02  
November 2012**

Insolvency Act 1986

A G Shakespeare Limited  
Estimated Statement Of Affairs as at 2 November 2012

	Book Value £	Estimated to Realise £
<b>ASSETS</b>		
Furniture & Equipment	5,360 00	3,500 00
Motor Vehicles	18,283 00	30,150 00
Book Debts	1,034,444 00	502,552 00
Cash at Bank	23,950 00	23,950 00
		<u>560,152 00</u>
<b>LIABILITIES</b>		
<b>PREFERENTIAL CREDITORS -</b>		
RPO re Arrears/Holiday Pay		28,691 00
		<u>28,691 00</u>
		531,461 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>
		531,461 00
<b>Estimated prescribed part of net property where applicable (to carry forward)</b>		
		<u>NIL</u>
		531,461 00
<b>DEBTS SECURED BY FLOATING CHARGE POST 15 SEPTEMBER 2003</b>		
		<u>NIL</u>
		531,461 00
<b>Estimated prescribed part of net property where applicable (brought down)</b>		
		<u>NIL</u>
		531,461 00
<b>Unsecured non-preferential claims (excluding any shortfall to floating charge holders)</b>		
Trade Creditors	911,553 00	
Employees	166,757 00	
HMRC (PAYE & CIS)	112,508 00	
HMRC (VAT)	139,663 00	
		<u>1,330,481 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>(799,020 00)</u>
		(799,020 00)
<b>Issued and called up capital</b>		
Ordinary Shareholders	1,000 00	
		<u>1,000 00</u>
<b>TOTAL SURPLUS/(DEFICIENCY)</b>		<u><u>(800,020 00)</u></u>

**Begbies Traynor (Central) LLP**  
**A G Shakespeare Limited**  
**B - Company Creditors**

Key	Name	Address	£
CA00	Aaron Reynolds	42A Stourbridge Road, Kidderminster, Worcester, DY10 2PR	1,872 00
CA01	Active Security Group	Horsecroft Place, The Pinnacles, Harlow, Essex, CM19 5BT	514 20
CA02	ADT Fire and Security	PO Box 352, Manchester, M16 9XY	17,320 61
CA03	Alan Broughton	120 Greenmeadow Road, Selly Oak, Birmingham, B29 5DR	5,523 00
CA04	Alpha & Omega	Equipoint, 5th Floor, 1506-1508 Coventry Road, Yardley, Birmingham, B25 8AD	17,894 40
CA05	Andrew Johnson	25 Salisbury Drive, Heath Hayes, Cannock, Staffs, WS12 3YW	1,145 00
CA06	Andrew Smith	42 Near Oak House, Della Drive, Bartley Green, Birmingham, B32 3LZ	182 00
CA07	Armstrong Air Services	Allen Court Business Centre, 22 South End, Croydon, Surrey, CR0 1DN	1,034 40
CA08	Ascerfiva Group	Warwick House, Houghton Hall Park, Houghton Regis, Dunstable, LU5 5ZX	454 80
CA09	Aspex UK Ltd	Unit E, Blaby Industrial Park, Winchester Avenue, Blaby, Leicester, LE8 4GZ	17,636 10
CA0A	Autoglass	Belron UK Limited t/a Autoglass, 1 Priory Park, Cardington, Bedford, MK44 3US	0 00
CB00	Bew Electrical	c/o Moore Stephens LLP, 150 Aldersgate Street, London, EC1A 4AB	143,159 33
CB01	Credit Indemnity & Financial Services	Re Bluebarring Recruitment Ltd, 71 Fenchurch Street, London, EC3M 4HH	16,327 95
CB02	British Gas	PO Box 287, Bridge Street, Leeds, LS2 7UH	8,429 08
CB03	Bromsgrove District Council	The Council House, Burcot Lane, Bromsgrove, B60 1AA	2,932 00
CB04	Barclaycard Commercial	PO Box 3000, Teesdale Business Park, Stockton-on-tees, TS17 6YG	0 00
CC00	Century Electronic	Unit 6 Tanyard House, 37 High Street, Measham, Derby, DE12 7HR	5,275 20
CC01			0 00
CC02	Createside Projects Ltd	1 Dover Road, North Fleet, Kent, DA11 9PH	1,388 40
CD00	Daemon Fire and Security Ltd	Daemon House, 41/42 Albert Road, Tamworth, Staffs, B79 7JS	40,355 45
CD01	DCS Electrical Contractors	24 Fairmile Close, Ernesford Grange, Coventry, CV3 2NL	5,130 00
CD02	Dean Hines	20 Gregson Walk, Dawley, Telford, Shropshire, TF4 2GA	569 00
CD03	Delaware	Lee bank House, 55 Holloway Head, Birmingham, B1 1HP	7,098 00
CD04	Dimension Data	Technology House, Monks Way, Abbots Park, Preston Brook, WA7 3GH	5,425 54
CE00	Edmundson Electrical	Avon House, 435 Stratford Road, Shirley, Solihull, B90 4AA	34,401 75
CE01	E J Security Ltd	1234 London Road, Alveston, Derby, DE24 8QP	6,504 00
CE02	Electric Center	c/o The P & A Partnership, 93 Queens Street, Sheffield, S1 1WF	312,764 82
CE03	Enigma Fire & Security	Unit 9 Weekin Works, 112-116 Park Hill Road, Harborne, Birmingham, B17 9HD	13,444 50
CF00	Fire Fix	Mayflower House, Bodmin Road, Wyken, Coventry, CV2 5DB	3,814 92
CF01	Freedom Group	Freedom House, Bradford Road, Tingley, Wakefield, WF3 1SD	12,454 00

Signature \_\_\_\_\_

**Begbies Traynor (Central) LLP**  
**A G Shakespeare Limited**  
**B - Company Creditors**

Key	Name	Address	£
CH00	Harding Electrical	Unit 14 Maybrook Business Park, Maybrook Road, Minworth, Sutton Coldfield, B76 1AL	5,228 92
CH01	Hexa Services	814 King Street, Manchester, M2 4AH	5,517 44
CH02	Hire Tools & Sales Ltd	78 St Andrews Road, Bordesley, Birmingham, B9 4LN	10,554 43
CH03	H M Revenue & Customs	Central Insolvency Sift Team, National Insolvency Unit, 5th Floor, Regian House, James Street, Liverpool, L75 1AD	0 00
CI00	Rentokil Initial Fire Services Limited	Shared Services, Ebony House, Castlegate Way, Dudley, DY1 4TA	0 00
CJ00	J & F Poulter	Oak Villa, Harbours Hill, Belbroughton, Stourbridge, DY9 9XE	21,180 26
CJ01	Jamie Hickinbottom	66 Corporation Street, Wednesbury, West Midlands, WS10 9AJ	1,806 00
CJ02	J Jeynes	Home Meadow, Grimley, Worcester, WR2 6LU	912 60
CJ03	John Faulkner	5 Goodleigh Avenue, Northfield, Birmingham, West Midlands, B31 4NZ	1,088 95
CJ04	John Robinson	25 Welby Gardens, Grantham, Lincs, NG31 8BN	3,627 00
CJ05	JTL	Stafford House, 120/122 High Street, Orpington, Kent, BR6 0JS	0 00
CK00	KDS Solutions	Unit 14, Hortonwood 32, Telford, Shrops, TF1 7EU	15,000 00
CL00	Link Alarms	15 Charles Way, Malvern Link, Worcs, WR14 2LZ	3,768 00
CL01	LUX Lighting Ltd	c/o Barclays Bank plc, Trade & Working Capital, Churchill Plaza, Churchill Way, Basingstoke, RG21 7GP	9,078 07
CM00	Marc Pitman	59 Chivenor Way, Kingsway, Quedgeley, Gloucester, GL2 2BG	1,540 00
CM01	Mark Williams	2 Brentwood Close, Nunnery Lane, Worcester, WR5 1RU	5,097 00
CM02	Michael Carey	5 Mill Lane, Hoo Brook, Kidderminster, DY10 1XP	3,671 00
CM03	John Moore Security Limited	Glencoe House, 559 Anlaby Road, Hull, HU3 6HP	6,714 00
CN00	Nik Aston	27 Kurtus, Dosthill, Tamworth, Staffs, B77 1NX	1,694 00
CN01	Normalite	15 Overdale Road, Leicester, LE2 3YJ	466 04
CN02	Now Recruitment	5 The Square, Broad Street, Birmingham, B15 1AS	5,000 00
CN03	NS Optimum	Jenton Road, Sydenham Industrial Estate, Royal Leamington Spa, Warwickshire, CV31 1XS	720 00
CN04	Nimbus Lighting	Aspect Court, 292 Spring Lane, Lambley, Notts, NG4 4PE	7,278 80
CO00	Owen Baxter	14 Hockley Road, Broseley, Shropshire	780 00
CP00	Pama Europe Ltd	Pama House, Stockport Road east, Bredbury, Stockport, SK6 2AA	230 21
CP01	Paul Appleby	16 Brittan Close, Shard End, Birmingham, B34 7NB	2,782 00
CP02	Paul Aston	27 Kurtus, Dosthill, Tamworth, Staffs, B77 1NX	1,800 50

Signature

**Begbies Traynor (Central) LLP**  
**A G Shakespeare Limited**  
**B - Company Creditors**

Key	Name	Address	£
CP03	Peter Church	356 Innsworth Lane, Churchdown, Gloucester, GL3 1HE	1,524 00
CP04	Puma Communications	Unit 27, Sketchley Lane Industrial Estate, Hinckley, Leicester, LE10 3ES	13,306 20
CQ00	Quinn Electrical Services	1 Hillside Avenue, Halesowen, West Midlands, B63 4DJ	418 40
CR00	Redundancy Payments Office	Cobalt Square , 83 Hagley Rd, Birmingham, West Midlands B16 8QG	0 00
CR01	RF Digital Limited	c/o Leeside Consultancy, Business & Insolvency Advisors, 11 Fotherley Brook Road, Aldridge, WS9 0PD	0 00
CR02	Right Fuel Card Company	Gibraltar House, Bowcliffe Road, Hunslet, LS10 1HB	0 00
CS00	Sertec Systems Ltd	15 High Street, Astwood Bank, Redditch, Worcestershire, B96 6DB	7,140 00
CS01	Severn Trent Water Ltd	Providence Row, Durham, DH1 1RR	77 36
CS02	Spiralway Ltd	Unit 9 Armytage Ind Estate, Station Road, Whittington Moor, Chesterfield, S41 9ET	336 00
CS03	Static Systems Group	Heath Mill Road, Wombourne, Staffs, WV5 8AN	1,683 22
CS04	Stoneleigh	The Ditches Hall, Ellesmere Road, Wem, Shrewsbury, SY4 5TX	5,786 40
CS05	Studio Fourteen Ltd	2 Green Lane, Hadzor, Worcester, WR9 7DP	662 40
CT00	T A Ronan & Co	Ronan House, 2D Askew Road, Shepherds Bush, London, W12 9BH	1,620 00
CT01	Thor Lighting Protection	43 Winpenny Road, Parkhouse Industrial Estate East, Newcastle-Under-Lyme, Staffs, ST5 7RH	1,220 40
CT02	T V F (UK) Ltd	Unit 1 59/69 Queens Road, High Wycombe, HP13 6AH	28,008 00
CT03	TW Lighting Protection Specialist	8 Allendale Road, Rainworth Village, Nottingham, NG21 0FL	3,150 00
CU00	Unfire & Security Ltd	Unit 3, Station Yard, Bromfield, Ludlow, SY8 2BT	24,368 14
CU01	Uninterruptible Power Supplies	Bacchus House, Calleva Park, Aldermaston, Berks, RG7 8EN	11,992 20
CV00	Vale Telecom Ltd	Isbourne house, Millfield, Sedgeberrow, Eversham, WR11 7US	200 00
CW00	WEC Group	Brittania House, Junction Street, Darwen, Lancashire, BB3 2RG	498 00
CW01	Wernick Hire	Molineux House, Russell Gardens, Wickford, Essex, SS11 8BL	134 06
CW02	WHeLAN Electrical Services	67 Howard Road, Kings Heath, Birmingham, B14 7PG	3,049 34
CW03	Will Hire Ltd	Alpha Works, Stourbridge Road, DY9 7BU	8 40
CW04	Worm Purple Ltd	20A Borough Street, Castle Donnington, Derbyshire, DE74 2LA	7,785 00
<b>81 Entries Totalling</b>			<b>911,553.19</b>

Signature \_\_\_\_\_

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# DIRECTOR'S STATEMENT OF AFFAIRS

## Notes to the Director's Statement of Affairs

- 1 The plant, machinery and motor vehicles have been professionally valued by Messrs BSV Associates on an Open Market Valuation basis
- 2 The contract debts have not at this stage been assessed by a quantity surveyor and the estimated realisable value given represents the director's view
- 3 The claims of the Department for Business, Innovation and Skills represent employees' estimated claims under The Employment Rights Act 1996 in respect of arrears of pay to a maximum of £800 per employee and holiday pay which are claimed preferentially, and pay in lieu of notice, redundancy pay and arrears of pay in excess of £800 which are non-preferential
- 4 Section 176A(2) of the Act requires the administrators to set aside the prescribed part of the Company's net property for the satisfaction of unsecured debts "Net property" means the amount which would, if it were not for this provision, be available to floating charge holders (i.e. after accounting for preferential debts and the costs of realisation) The prescribed part is 50% of the first £10,000 and 20% of the remaining net property (up to a maximum of £600,000)

We will not be required to set aside the prescribed part of net property if

  - a The net property is less than £10,000 and we think that the cost of distributing the prescribed part would be disproportionate to the benefit,
  - b Or if the net property is more than £10,000, if the provision is disapplied by the court on the application of the administrator on cost-benefit grounds
- 5 The claim of HM Revenue & Customs represents PAYE, NIC and VAT relate to 2012/2013
- 6 Creditors' claims are subject to agreement and will not be prejudiced by omission from the Statement of Affairs or by inclusion in a different amount from that claimed
- 7 The estimated total deficiency, including the calculation of the prescribed part of the Company's net property, is subject to the costs of administration and distribution for which no provision is made in the statement of affairs

## TIME COSTS AND EXPENSES

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Remuneration drawn will be notified to any creditors' committee appointed under paragraph 57 of Schedule B1 to the Act. In the absence of a creditors' committee, details of time incurred and disbursements drawn will be reported to creditors in accordance with *Statement of Insolvency Practice 9* issued by the Joint Insolvency Committee on behalf of our licensing bodies.

Total time spent to 20 December 2012 on this assignment amounts to 92.60 hours at an average composite rate of £297.93 per hour resulting in total time costs to 20 December 2012 of £27,588.50.

To assist creditors in determining this matter, the following further information on time costs and expenses are set out:

- ☐ Begbies Traynor (Central) LLP's policy for re-charging expenses
- ☐ Begbies Traynor (Central) LLP's charge-out rates
- ☐ Narrative summary of time costs incurred
- ☐ Table of time spent and charge-out value

In addition, a copy of 'A Creditors Guide to Administrators' Fees (E&W) 2011' 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.

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## **BEGBIES TRAYNOR CHARGING POLICY**

### **INTRODUCTION**

This note applies where a licensed insolvency practitioner in the firm is acting as an office holder of an insolvent estate and seeks creditor approval to draw remuneration on the basis of the time properly spent in dealing with the case. It also applies where further information is to be provided to creditors regarding the office holder's fees following the passing of a resolution for the office holder to be remunerated on a time cost basis. Best practice guidance<sup>1</sup> requires that such information should be disclosed to those who are responsible for approving remuneration.

In addition, this note applies where creditor approval is sought to make a separate charge by way of expenses or disbursements to recover the cost of facilities provided by the firm and also where payments are to be made to outside parties in which the office holder or his firm or any associate has an interest. Best practice guidance<sup>2</sup> requires that such charges should be disclosed to those who are responsible for approving the office holder's remuneration, together with an explanation of how those charges are calculated.

### **OFFICE HOLDER'S FEES IN RESPECT OF THE ADMINISTRATION OF INSOLVENT ESTATES**

The office holder has overall responsibility for the administration of the estate. He/she will delegate tasks to members of staff. Such delegation assists the office holder as it allows him/her to deal with the more complex aspects of the case and ensures that work is being carried out at the appropriate level. There are various levels of staff that are employed by the office holder and these appear below.

The firm operates a time recording system which allows staff working on the case along with the office holder to allocate their time to the case. The time is recorded at the individual's hourly rate in force at that time which is detailed below.

### **EXPENSES INCURRED BY OFFICE HOLDERS IN RESPECT OF THE ADMINISTRATION OF INSOLVENT ESTATES**

Best practice guidance classifies expenses into two broad categories:

- *Category 1 disbursements (approval not required)* - specific expenditure that is directly related to the case usually referable to an independent external supplier's invoice. All such items are charged to the case as they are incurred.
- *Category 2 disbursements (approval required)* - items of incidental expenditure directly incurred on the case which include an element of shared or allocated cost and which are based on a reasonable method of calculation.

(A) The following items of expenditure are charged to the case (subject to approval):

- Internal meeting room usage for the purpose of statutory meetings of creditors is charged at the rate of £100 (London £150) per meeting,
- Car mileage is charged at the rate of 45 pence per mile,
- Storage of books and records (when not chargeable as a *Category 1 disbursement*) is charged on the basis that the number of standard archive boxes held in storage for a particular case bears to the total of all archive boxes for all cases in respect of the period for which the storage charge relates,
- Displaying properties for sale on the 'Accelerated Property Sales from Begbies Traynor' section of the Begbies Traynor website is charged at the rate of £75.00 per property.

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<sup>1</sup> Statement of Insolvency Practice 9 (SIP 9) – Remuneration of insolvency office holders in England & Wales

<sup>2</sup> *Ibid* 1



In addition to the 2 categories referred to above, best practice guidance indicates that where payments are made to outside parties in which the office holder or his firm or any associate has an interest these should be treated as Category 2 disbursements

(B) The following items of expenditure will normally be treated as general office overheads and will not be charged to the case although a charge may be made where the precise cost to the case can be determined because the item satisfies the test of a *Category 1 disbursement*

- Telephone and facsimile
- Printing and photocopying
- Stationery

## **BEGBIES TRAYNOR CHARGE-OUT RATES**

Begbies Traynor is a national firm. The rates charged by the various grades of staff that may work on a case are set nationally, but vary to suit local market conditions. The rates applying to the Birmingham office as at the date of this report are as follows

	<b>Standard 1 May 2011 – until further notice Regional</b>
Partner	395
Director	345
Senior Manager	310
Manager	265
Assistant Manager	205
Senior Administrator	175
Administrator	135
Trainee Administrator	110
Support	110

Time spent by support staff such as secretarial, administrative and cashiering staff is charged directly to cases. It is not carried as an overhead.

Time is recorded in 6 minute units

## SUMMARY OF OFFICE HOLDERS' TIME COSTS

CASE NAME                      A G Shakespeare Limited  
CASE TYPE                      ADMINISTRATION  
OFFICE HOLDERS                Nigel Price and W John Kelly  
DATE OF APPOINTMENT        2 November 2012

### 1 CASE OVERVIEW

1.1 This overview and the time costs analysis attached is intended to provide sufficient information to enable the body responsible for the approval of the office holders' fees to consider the level of those fees in the context of the case

#### 1.2 Complexity of the case

Following appointment it became apparent that there were insufficient ongoing contracts to support a trading period and the decision was made to close the company immediately and make the majority of the employees redundant

To preserve the value of the book debt ledger, the joint administrators retained a small number of employees to complete a final contract. They also instructed agents, BSV Associates, to undertake a valuation of the plant, machinery and motor vehicles

#### 1.3 Exceptional responsibilities

The Administrators are not dealing with any exceptional responsibilities

#### 1.4 The office holders' effectiveness

To date, the Administrators have recovered the cash held in the Company's bank account of £23,950, together with a book debt of £14,132.10

The Administrators now focus on the recovery of the remaining ledger which had a book value of £1,034,444 on appointment. They are working with the director to minimise any potential snagging or retention issues to maximise recoveries

#### 1.5 Nature and value of property dealt with by the office holders'

The Company's principal assets are

- Contractual book debts and retentions,
- Cash at bank,
- Plant and machinery,
- Motor vehicles

#### 1.6 Anticipated return to creditors

Secured creditor – Barclays Bank PLC hold a fixed and floating charge dated 18 February 1999, registered at Companies House on 2 March 1999. There was no indebtedness to the secured creditor on appointment

Preferential creditors – Preferential claims of employees for arrears of wages, salary and holiday pay were estimated at £28,691. We consider that there will be sufficient funds to enable preferential creditors to be paid in full

Unsecured creditors – We anticipate that there will be funds available to enable a distribution to unsecured creditors. The quantum and timing will be dependent on the successful collection of contract debts and retentions

**1 7 Time costs analysis**

An analysis of time costs incurred between 2 November 2012 and 20 December 2012 prepared in accordance with Statement of Insolvency Practice 9 is attached 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

The time costs analysis provides details of work undertaken by the office holders and their staff following their appointment only

In addition to the post appointment time costs detailed in the time costs analysis, pursuant to rule 2 67(1)(c) of the Insolvency Rules 1986, the office holders' consider that the sum of £4,875 (plus VAT) is also properly recoverable in relation to work undertaken prior to their appointment consisting of determining whether it was reasonably likely that the purpose of administration would be achieved and completing the required statements of the proposed administrators. The sum is calculated as follows

	Partner(s)	Director(s)	Senior Manager(s)	Total Hours	Time Cost	Average Hourly Rate
Hourly Rate	£395	£350	£310			
Pre-appointment Time	5 20	0	9 10	14 30	£4,875	£340 90

The Administrators are seeking the creditors consent to the payment of £713 in respect of their pre-appointment costs

**1 8 The views of the creditors**

Creditor queries are dealt with as and when they arise

**1 9 Approval of fees**

Approval of fees will be sought at the meeting of creditors convened for 11 January 2013

**1 10 Approval of Expenses and Disbursements**

Approval of expenses and disbursements will be sought at the meeting of creditors convened for 11 January 2013

**1 11 Category 2 Disbursements**

In accordance with the resolution obtained in relation to expenses and disbursements, the following Category 2 disbursements and disbursements which should be treated as Category 2 disbursements have been charged to the case since the date of my appointment

Other amounts paid or payable to the office holder's firm	
Type and purpose	Amount £
Mileage – Birmingham to Bromsgrove (and return)	62 84
TOTAL	62 84

**1 12 Other professionals employed & their costs**

<b>Name of Professional Advisor</b>	<b>Basis of Fee Arrangement</b>
DLA Piper LLP – Legal advice	Hourly rate and disbursements
BSV Associates – Chattel agents	Hourly rate and disbursements
Insol Group – Employee Right Act Specialist	Hourly rate and disbursements
Insol Group – Pension specialists	Hourly rate and disbursements

**2. SUMMARY OF WORK CARRIED OUT SINCE OUR LAST REPORT**

Since the date of our last report, the following work has been carried out

- All statutory duties of the Administrator including notification of appointment to Companies House and creditors
- Site visit & meeting with the director,
- Instruct BSV Associates to undertake a valuation of the plant, machinery and motor vehicles,
- Liaise with contractual debtors in respect of outstanding contracts, retentions and payment applications,
- Manage with the employee claim process in respect of redundancy and statutory entitlements,
- Instruct pension specialist to review the Company's pension schemes,
- Liaising and responding to the secured creditor as appropriate,
- Dealing with creditor correspondence, emails and phone calls,
- Preparation of the administrators' proposals,
- Convene the initial meeting of creditors on 11 January 2013

[illegible]