

The Insolvency Act 1986

Administrator's progress report

2.24B

| | |
|--|------------------------------------|
| Name of Company Age Concern Barking Dagenham | Company number 03747452 |
| In the High Court of Justice (full name of court) | For court use only 2859 of 2010 |

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

We (a) Nimish Patel of Re10 (UK) Plc, Albemarle House, 1 Albemarle Street, London, W1S 4HA and (b) Finbarr O'Connell of Re10 (UK) Plc, Albemarle House, 1 Albemarle Street, London, W1S 4HA

Joint Administrators of the above company attach a progress report for the period

(b) Insert date

| | |
|--------------------------|-----------------------------|
| From (b) 1 April 2010 | To (b) 30 September 2010 |
|--------------------------|-----------------------------|

Signed [Signature]
Joint Administrator

Dated 27/10/10

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

Nimish C Patel
Re10 (London) Limited
Albemarle House
1 Albemarle Street
W1S 4HA
Tel 020 7355 6161

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



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A07

20/11/2010

280

COMPANIES HOUSE

SATURDAY

**Nimish Patel and Finbarr O'Connell were appointed Joint Administrators
on 1 April 2010**

**THE AFFAIRS BUSINESS AND PROPERTY OF THE COMPANY ARE BEING
MANAGED BY THE ADMINISTRATORS, WHO ARE THE COMPANY'S AGENTS**

**AGE CONCERN BARKING & DAGENHAM ("THE CHARITY")
(IN ADMINISTRATION)**

**Progress report pursuant to
Rule 2.47 and 2.110 of the Insolvency (Amendment) Rules 2003**

29 October 2010

High Court of Justice No 2859 of 2010

AGE CONCERN BARKING & DAGENHAM (IN ADMINISTRATION)

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EXECUTIVE SUMMARY

The Administration of Age Concern Barking & Dagenham ("The Charity") is now almost complete and the objectives of the Administration, as defined by Paragraph 3(1) of schedule B1 of the Insolvency Act 1986 ("the Act"), have already been mainly achieved.

Accordingly, as set out in our proposals, approved by creditors on 10th June 2010, the Charity shall soon proceed into liquidation for the purpose of winding up the Charity's affairs and making a distribution to the preferential and unsecured creditors

The largest single claim against the Charity is in respect of the pension deficit which is estimated to be in the region of £1 5 million. This claim cannot be finalised until an actuarial certificate in respect of the pension liability has been issued and we have negotiated an appropriate settlement. Accordingly, whilst it is anticipated that a dividend will be paid to the creditors of the Charity within the next six months it is not possible, at this stage, to estimate with any certainty the quantum of the dividend. However, on the basis of the current level of claims, the dividend to unsecured creditors would be in the region of 22 pence in the £.

We have set out below the main developments in this Administration since the matters outlined in the report sent to creditors on 10th June 2010.

PROGRESS OF THE ADMINISTRATION

Trading Operations

As previously reported, at the beginning of the administration there were two divisions within the Charity, which provided support services for the elderly. These were called Homecare and Uniquecare.

Since our previous report we have been successful in transferring the activities of Homecare to another charity that is in a position to continue providing services to the elderly. As a result of the transfer the jobs of the 30 employees working within the Homecare division have been saved. This has taken a very substantial amount of time and effort on our part.

With regard to Uniquecare we were unable to obtain an extension of the contract with the particular Primary Care Trust. Consequently, when the contract expired in mid August 2010 we were obliged to make the 8 members of staff employed in this division redundant.

Recovery of amounts from Associated Charity

Prior to our appointment a payment of approximately £142,000 was made to an associated charity called Health Concern. We investigated this payment and the circumstances in which it was made and believed that we could have made an application to Court to set the payment aside as a preference. However, this matter has now been satisfactorily resolved through a negotiated settlement and a repayment.

of the preference amount, plus other amounts due to the Charity, has been agreed with the trustees/directors of Health Concern. We expect to receive these amounts, which are estimated to amount to circa £200,000, into the administration/liquidation in the near future.

Intercompany balance due from subsidiary company

The Charity has a trading subsidiary called Age Concern Barking & Dagenham Trading Limited ("Trading"). This company was used for booking holidays and travel insurance. The company ceased trading at the end of September 2010 and its remaining business was run off in October. We hope to reconcile the intercompany balance in relation to Trading within the next month and then to obtain payment of the intercompany balance, in the amount of c£75,000, to the Charity as soon as possible thereafter.

Realisation of Investments

The Charity had substantial funds under investment. We have realised these investments so as to maximise the return to the Charity. We are expecting to realize the final investment very soon in the amount of approximately £124,000.

Sale of Computers, Motor Vehicles & Fixtures

We have instructed G J Wisdom & Co as agents to assist us in the sale of the Charity's computer equipment, motor vehicles and fixtures. The agent anticipates that the total sale consideration that will be received from the sale of the Charity's assets will be in the region of £12,000.

Avenue Trust Fund

The Charity is holding approximately £113,000 of funds which are designated as the Avenue Trust Fund. We are taking legal advice to confirm that these funds have been properly segregated from the Charity's own funds.

RECEIPTS AND PAYMENTS ACCOUNT

I attach at Appendix 2 the current Administrators' abstract of receipts and payments, in accordance with Rule 2.47(2) of the Rules. The receipts and payments account does not show the funds that are receivable from the associated charity and the subsidiary which are estimated to amount to £275,000. Also, we are expecting a further £124,000 to be realised from investments.

In accordance with Rule 2.47(2) of the Rules I can report that no amounts have been paid to unsecured creditors by virtue of the application of Section 176A of the Act (relating to the "prescribed part").

OUTCOME FOR CREDITORS

Preferential Creditors

A preferential claim of £4,812.93 has been submitted by The Insolvency Service for employees made redundant in the period up to the end of April 2010. It is anticipated that there will be a further claim of about £3,000 with respect to employees made redundant in August 2010.

A dividend of 100 pence in the pound will be paid to the preferential creditors as soon as possible following the commencement of the liquidation of the Charity.

Unsecured Creditors

The total value of the claims submitted in the administration to date amount to £1,740,123. Of this balance £1,502,500 relates to the claim in respect of the pension deficit and £148,608 is due to the Insolvency Service in respect of the unsecured employee claims paid by the Redundancy Services.

We have been made aware of circumstances which may give rise to an unsecured claim in the amount of £70,000. We have spent a considerable amount of time investigating the circumstances surrounding this matter. Also, provision has to be made for disputed claims being dealt with by the Employment Appeals Tribunal. Accordingly, it is anticipated that there will be further total unsecured claims of £75,000 against the Charity.

It is anticipated that there will be sufficient funds available to enable a distribution to unsecured creditors. Due to the uncertainty over the final value of the pension deficit we are unable to quantify with any certainty, at this stage, the level of dividend that will be paid to the unsecured creditors. However, on the basis of the current level of claims the dividend to unsecured creditors would be in the region of 22p in the £.

We enclose at Appendix 3 the directors' estimated statement of affairs which has been signed and will shortly be filed at Companies House

ADMINISTRATORS' PROPOSALS

I attach my proposals for achieving the purpose of the Administration at Appendix 6 in accordance with Rule 2.110(2) of the Rules. These proposals were unanimously approved by creditors represented at the meeting held on 10th June 2010.

I can report that, in accordance with the proposals approved, creditors have resolved to discharge the Administrator from liability in accordance with the provisions of Paragraph 98 of the Act. As resolved, this discharge shall take effect on the registration of the Notice of a move from administration to creditors' voluntary liquidation with the Registrar of Companies.

ADMINISTRATORS' REMUNERATION

At the initial meeting of creditors held on 10th June 2010, creditors resolved that our remuneration for acting as Joint Administrators of the Company be fixed by reference to time costs incurred and that we be authorised to draw disbursements in accordance with the terms of our firm's disbursements policy, as circulated

In accordance with the Statement of Insolvency Practice 9 issued by the Association of Business Recovery Professionals (formerly the Society of Practitioners of Insolvency) and adopted by my professional body the Association of Chartered Certified Accountants, I would advise you that the total time spent to date and the average charge-out value in respect of that time are 273.30 hours and £252 respectively. An analysis of our firm's time costs amounting to £238,935 plus VAT by activity and grade is attached at Appendix 4. This has been a very difficult and time consuming case and considerably more time than planned has been expended on the disposal of the Homecare business.

CREDITORS' VOLUNTARY LIQUIDATION

In accordance with my proposals approved by creditors and pursuant to Paragraph 83(7) of the Act, the Joint Administrators will be appointed as Joint Liquidators for the purpose of winding up the Company's affairs and distributing any funds available. Our appointment will take effect on the date the above mentioned notice is registered by the Registrar of Companies. We anticipate that this will be in the next few weeks.

Should you have any queries regarding this matter please do not hesitate to contact me.

Yours faithfully,

For Age Concern Barking & Dagenham ("the Charity")



Nimish C Patel

Joint Administrator

(The Joint Administrators' act as agents of the company and contracts without personal liability)

**AGE CONCERN BARKING & DAGENHAM (IN ADMINISTRATION)
JOINT ADMINISTRATORS' RECEIPTS AND PAYMENTS ACCOUNT
FOR THE PERIOD 1 APRIL 2010 TO 29 OCTOBER 2010**

| | <u>Realised</u> <u>Amounts</u> £ | <u>Statement of</u> <u>Affairs</u> £ |
|---------------------------------------|--|--|
| <u>Receipts</u> | | |
| Trading Sales | 102,144 | - |
| Book Debts Collected | 59,655 | 56,922 |
| Investments Realised | 270,297 | 398,382 |
| Insurance Refund | 31 | |
| Avenue Trust Fund | 113,434 | |
| Cash at Bank | 75,929 | 78,535 |
| Bank Interest Received | 373 | |
| VAT Payable | 9,851 | 1,000 |
| Motor vehicles, computers & furniture | - | 11,450 |
| Total Receipts | <u>631,712</u> | <u>546,289</u> |

Payments**Trading Expenditure**

| | | |
|---|----------------|--|
| Trading Purchases | 416 | |
| Wages & Salaries | 110,992 | |
| Pension Payments | 3,549 | |
| Travel & Motor Expenses | 2,451 | |
| Telephone | 2,057 | |
| Professional Fee | 6,496 | |
| Computer Cost | <u>3,420</u> | |
| | 129,381 | |
| Legal & Professional fees | 19,006 | |
| Specific Bonds | 1,704 | |
| Agent's fees | 2,472 | |
| Storage Costs | 5,216 | |
| Statutory Advertising | 235 | |
| Joint Administrators' Remuneration on account | 180,000 | |
| VAT on Payments | 36,952 | |
| VAT Payments made to HMRC | <u>887</u> | |
| Total Payments | <u>375,852</u> | |
| Balance on Hand as at 29 October 2010 | <u>255,860</u> | |

APPENDIX 1

AGE CONCERN BARKING & DAGENHAM (IN ADMINISTRATION)

The information which is required to be disclosed in accordance with Rule 2.47 (a) to (c) of the Insolvency Rules 1986 is as follows:

| | |
|-------------------------------|--|
| Date of Incorporation | 07/04/1999 |
| Company Registered number | 03747452 |
| Registered Office | c/o Re10 (UK) PLC Albemarle House 1 Albemarle Street London W1S 4HA |
| Administrators' details | Mr Nimish C Patel and Finbarr O'Connell of Re10 (UK) PLC Albemarle House 1 Albemarle Street London W1S 4HA |
| Date of appointment | 1 st April 2010 |
| Principal business activities | 7487-Other business activities |
| Trading Name | - |
| Directors | Thomas Awoleye Douglas Beardon Brian Devlin Susan Fairman Elizabeth Geary David McDonald Dennis Riley Abdus Salam Douglas Waters |
| Company Secretary | Claire Ramm |
| Share Capital | Private, Limited by guarantee, no share capital |

Statement of affairs

Name of Company

AGE CONCERN BARKING &
DAGENHAM

Company number

03747452

In the

High Court of Justice

(full name of court)

Court Case Number

2859 of 2010

(a) Insert name and address
of registered office of the
company

Statement as to the affairs of (a) Age Concern Barking & Dagenham, Albemarle
House, 1 Albemarle Street, London, W1S 4HA

(b) Insert date

on the (b) 1 April 2010, the date that the company entered administration

Statement of Truth

I believe that the facts stated in this statement of affairs are a full, true and
complete statement of the affairs of the above named company as at (b) 1st April
2010 the date that the company entered administration

Full name Brian Devlin

Signed



Dated 28 October 2010

INSOLVENCY ACT 1986

DIRECTORS STATEMENT OF AFFAIRS

A – Summary of Assets

| Assets | Notes | Book Value £ | Estimated to realise £ |
|---|-------|-----------------|---------------------------|
| Assets subject to fixed charge: | | NIL | NIL |
| Retained Fund to be used for specific charitable purpose | | | 61,088 (61,088) NIL |
| Assets subject to floating charge: | | | |
| Uncharged assets: | | | |
| Furniture, fittings & computers | | NIL | NIL |
| Vehicles | | NIL | 11,450 |
| Book debts | | 58,922 | 56,922 |
| Investments | | 398,382 | 398,382 |
| Cash at bank | | 78,535 | 78,535 |
| Leasehold improvements | | 45,858 | NIL |
| Estimated total assets available for preferential creditors | £ | 581,697 | 545,289 |

Signature

B. Doolin

Date 28 October 2010

INSOLVENCY ACT 1986

DIRECTORS STATEMENT OF AFFAIRS

A1 – Summary of liabilities

| | | Estimated to realise £ |
|--|-----------|------------------------------|
| Estimated total assets available for preferential creditors (carried from page A) | £ | 545,289 |
| Liabilities | | |
| Preferential creditors | £ | (100,000) |
| Estimated (deficiency) / surplus as regards preferential creditors: | £ | 445,289 |
| Estimated prescribed part of net property where applicable (to carry forward) | | NIL |
| Estimated total assets available for floating charge holders | £ | 445,289 |
| Debts secured by floating charges | | NIL |
| Total assets available to unsecured creditors | £ | 445,289 |
| Unsecured non-preferential claims (excluding any shortfall to floating charge holders) | | |
| Estimated employee liability | 100,000 | |
| HM Revenue & Customs (PAYE Liability) | 21,000 | |
| HM Revenue & Customs (VAT Liability) | 3,000 | |
| Estimated Pension Deficit | 1,500,000 | |
| Trade & Expenses Suppliers | 22,500 | (1,646,500) |
| Estimated (deficiency) / surplus as regards non-preferential creditors (excluding any shortfall to floating charge holders) | £ | (1,201,211) |
| Less Issued and called up capital | | NIL |
| Estimated total deficiency as regards members | £ | (1,201,211) |

Signature

B Deakin

Date 28 October 2010

COMPANY CREDITORS

Note: You must include all creditors and identify all creditors under hire-purchase, chattel leasing or conditional sale agreements *and* customers claiming amounts paid in advance of the supply of goods or services *and* creditors claiming retention of title over property in the company's possession

| Name of creditor or claimant | Address (with postcode) | Amount of debt £ | Details of any security held by creditor | Date security given | Value of Security £ |
|-----------------------------------|---|---------------------|--|---------------------|------------------------|
| Acron Security Locksmiths Ltd | 6 Rowallen Parade, Green Lane, Dagenham, Essex, RM8 1XU | 23 50 | | | |
| ADT Fire & Security Plc | Security House, The Summit, Hanworth Road, Sunbury-on-Thames, Middlesex, TW16 5DB | 352 68 | | | |
| Archant Greater London | Newspaper House, 2 Whalebone Lane South, Dagenham, Essex, RM8 1HB | 0 98 | | | |
| Arjo Med AB Ltd | St Catherine Street, Gloucester, GL1 2SL | 133 01 | | | |
| Betterlifehealthcare com | Unit 3, Sherdley Road, Lostock Hall, Preston, Lancashire, PR5 5LP | 1 00 | | | |
| Bolyn Transport | Boleyn Commercial Park, 77 River Road, Barking, Essex, IG11 ODS | 54 00 | | | |
| Booker Cash & Carry Ltd | Unit A/B, Parkway Business Centre, Parkway, Deeside Ind Est, CH5 2LE | 1,677 55 | | | |
| British Gas | P O Box 6223, Leicestershire, LE1 3ZG | 46 16 | | | |
| British Telecommunications plc | BT UK Business Accounts, Providence Row, Durham, DH98 1BT | 530 58 | | | |
| BTW Shiells | Clarence House, 4/10 May Street, Belfast, BT1 4NJ | 305 36 | | | |
| Canon (UK) Ltd | PO Box 244, Woodhatch, Reigate, Surrey, RH2 8BF | 18 62 | | | |
| Croner (Wolters Klewier Business) | Croner House, Wheatfield Way, Hinkley, Leicestershire, LE10 1YG | 3,088 64 | | | |
| Diamond Build Plc | 52-68 Stamford Road, London, N15 4PZ | 1 00 | | | |

| Name of creditor or claimant | Address (with postcode) | Amount of debt £ | Details of any security held by creditor | Date security given | Value of Security £ |
|--|--|---------------------|--|---------------------|------------------------|
| DTZ Client ac O Twelve Dagenham Ltd | 6th Floor, 120 Edmund Street, Birmingham, B3 2ED | 7,198 34 | | | |
| Entrust IT | 10 Newquay Gardens, Watford, WD19 7QH | 1,762 50 | | | |
| Essex & Suffolk Water | Customer Centre, PO Box 292, Durham, DH1 5TX | 91 85 | | | |
| Farmgate Chilled Foods | Unit 35, 1 Cobalt, White Hart Triangle Business Park, White Hart Avenue, Thamesmead, SE28 0GU | 64 82 | | | |
| H M Revenue & Customs (PAYE) | The Voluntary Arrangements Service, Durrington Bridge House, Barrington Road, Worthing, BN12 4SE | 21,000 00 | | | |
| H M Revenue & Customs (VAT) | Insolvency Operations, Queens Dock, Liverpool, L74 4AF | 3,000 00 | | | |
| Hays Personnel | Hays House, St George's Square, High Street, New Malden, KT3 4JQ | 1 00 | | | |
| Haysmacintyre | Fairfax House, 15 Fulwood Place, London, WC1V 6AY | 3,196 00 | | | |
| Ilford Domestic Servicing | 88 Dagenham Road, Rush Green, Romford, Essex, RM7 0TJ | 0 30 | | | |
| Index Business Supplies Ltd | Beacon House, 27 Becontree Avenue, Dagenham, Essex, RM8 2UL | 1,628 62 | | | |
| KFF | Kent House, Priory Park, Mills Road, Aylesford, Kent, ME20 7PP | 1 00 | | | |
| London Borough of Barking and Dagenham | PO Box 2807, Romford 2807, Romford, RM7 1FJ | 765 00 | | | |
| London Borough of Barking and Dagenham (Pension) | Civic Centre, Rainham Road North, Dagenham, RM10 7BY | 1,500,000 00 | | | |
| Misco | 10-14 Darby Close, Park Farm South, Wellingborough, Northants, NN8 6GS | 42 68 | | | |
| Neopost | Neopost House, South Street, Romford, Essex, RM1 2AR | 102 23 | | | |

| Name of creditor or claimant | Address (with postcode) | Amount of debt £ | Details of any security held by creditor | Date security given | Value of Security £ |
|------------------------------------|---|---------------------|--|---------------------|------------------------|
| Nicholls & Clarke | N & C Building Products Ltd, 41-51 Freshwater Road, Chadwell Heath, Romford, Essex, RM8 1SP | 66 67 | | | |
| POW WOW | 4050 Chancellor Court, Oxford Business Park South, Garsington Road, Oxford | 1 00 | | | |
| Rentokil Initial Services Ltd | PO Box 13, East Grinstead, West Sussex, RH19 1HX | 2 49 | | | |
| Silvia Schehrer | 24 Park Avenue South, Crouch End, London, N8 8LT | 500 00 | | | |
| Sodexo Catering & Support Services | Unit 13, Mowlem Trading Estate, Leaside Road, Tottenham, London, N17 0EJ | 1 00 | | | |
| T Mobile (UK) Ltd | Hatfield Business Park, Hatfield, Hertfordshire, AL10 9BW | 358 56 | | | |
| Veejay Trading Company | No 1 The Arbour, Hertford, Herts, SG13 8AS | 1 00 | | | |
| Viking Direct | PO Box 279, Leicestershire, LE3 1YU | 1 00 | | | |
| Walker Fire (UK) Ltd | 2 Roman Court, Preston, PR2 5BB | 233 48 | | | |
| Watering Well Water Coolers Ltd | Unit 1, Debrac Centre, Ipswich Road, Needham Market, Ipswich, IP6 8EJ | 17 72 | | | |
| Youngs Coaches Endsleigh | 5 Victor Close, Hornchurch, Essex, RM12 4XH Hadley House, Shurdington Road, Cheltenham, GL51 4UE | 0 27 | | | |
| Zen Internet Ltd | Moss Bridge Road, Rochdale, Lancashire, OL16 5EA | 229 50 | | | |
| Total Amounts: | | 1,546,500.11 | | | |

| Name of creditor or claimant | Address (with postcode) | Amount of debt £ | Details of any security held by creditor | Date security given | Value of Security £ |
|------------------------------|---|---------------------|--|---------------------|------------------------|
| BAILEY C | 77 Hedgemans Road, Dagenham, Essex, RM9 6HT | Not Known | | | |
| BAUM WL | 28 Western Avenue, Dagenham, Essex, RM10 8XH | Not Known | | | |
| BENSON G | 30 Mortlake Road, Custom House, London, E16 3NT | Not Known | | | |
| BHATTI MB | 127 Glenny Road, Barking, Essex, IG11 8QG | Not Known | | | |
| BOLDEN C | 8 Foxlands Crescent, Dagenham, Essex, RM10 7TB | Not Known | | | |
| BRABENDER C | 86 Hulse Avenue, Barking, Essex, IG11 9UP | Not Known | | | |
| BRAME M | 16 Raydons Gardens, Dagenham, Essex, RM9 5JS | Not Known | | | |
| BRUNT S | 65 Rainsford Way, Hornchurch, Essex, RM12 4BL | Not Known | | | |
| CABLE S | 71 Havering Gardens, Chadwell Heath, Romford, Essex RM6 5BH | Not Known | | | |
| CLAPTON L | 70 Baron Road, Dagenham, Essex, RM8 14A | Not Known | | | |
| COLQUHOUNE EJ | 4 Holland Road, East Ham, London, E6 2EN | Not Known | | | |
| CORNELL P | 135 Porters Avenue, Dagenham, Essex, RM9 5YU | Not Known | | | |
| CRISP K | 293 New North Road, Hainault, Essex, IG6 3DX | Not Known | | | |
| DALY M | 235 Lonsdale Avenue, East Ham, London, E6 3PZ | Not Known | | | |
| DAVIS J | 59 Montpellier Street, East ham, London E6 3JE | Not Known | | | |
| DILWORTH F | 21 Standfield Gardens, Dagenham, Essex, RM10 8JS | Not Known | | | |
| DOWNES CA | 139 Maybury Road, Thames View Estate, Barking, Essex IG11 0PG | Not Known | | | |
| DUFFIELD KC | 23 Ennerdale Avenue, Elm Park, Hornchurch, Essex, RM12 5JR | Not Known | | | |
| EMERSON C | 51 Roberts Place, Dagenham, Essex, RM10 8S | Not Known | | | |

| Name of creditor or claimant | Address (with postcode) | Amount of debt £ | Details of any security held by creditor | Date security given | Value of Security £ |
|------------------------------|---|---------------------|--|---------------------|------------------------|
| GILBERT M | 631 Gale Street, Dagenham, Essex, RM9 4TX | Not Known | | | |
| GLADSTONE S | 10 Western Green, Dagenham, Essex, RM9 5UB | Not Known | | | |
| GLANCY L | 42 Kings Gardens, Cranham, Essex, RM14 1JU | Not Known | | | |
| GORMAN M | 11 Sheppy Road, Dagenham, Essex, RM9 4LJ | Not Known | | | |
| GRIFFITHS L | 634 Becontree Avenue, Dagenham, Essex, RM8 3HB | Not Known | | | |
| HALLS SG | 39A Hubbards Chase, Hornchurch, Essex, RM11 3DD | Not Known | | | |
| HARVEY I | 83 St Georges Road, Dagenham, Essex, RM9 5JD | Not Known | | | |
| HARVEY J | 95 Appleton Road, South Benfleet, Essex SS7 5DE | Not Known | | | |
| HARVEY-EWUSI JW | 12 Godwin Road, Forest Gate, London, E7 0LE | Not Known | | | |
| HAYDEN H | 13 Tiverton Grove, Harold Hill, Romford, Essex, RM3 9UA | Not Known | | | |
| HOLLIS L | 11 Saxon Close, Harold Wood, Essex RM3 0PX | Not Known | | | |
| HOWARD MH | 6 Urswick Gardens, Dagenham, Essex, RM9 6EB | Not Known | | | |
| JARMAN GB | 292 St Marys Lane, Upminster, Essex, RM14 3DD | Not Known | | | |
| JUCIENE Z | 59 Hedingham Road, Dagenham, Essex RM8 2NA | Not Known | | | |
| KENNEDY J | 7 Curzon Crescent, Barking, Essex, IG11 0JY | Not Known | | | |
| LEAVY P | 246 Havering Road, Romford, Essex RM1 4TD | Not Known | | | |
| MANNING A | 559 Valence Avenue, Dagenham, Essex, RM8 3RH | Not Known | | | |
| MOYNIHAN T | 1 Bainbridge Road, Dagenham, Essex, RM9 5UU | Not Known | | | |
| PRICE D | 28 Windsor Road, Dagenham, Essex, RM8 3LA | Not Known | | | |

| Name of creditor or claimant | Address (with postcode) | Amount of debt £ | Details of any security held by creditor | Date security given | Value of Security £ |
|------------------------------|--|------------------|--|---------------------|---------------------|
| RICE S | 17 Suffolk Road, Dagenham, Essex, RM10 8EU | Not Known | | | |
| ROBINSON I | 17 Hubert Road, East Ham, London, E6 3EX | Not Known | | | |
| SHORTT SP | 38 Waldegrave Road, Dagenham, Essex, RM8 2QD | Not Known | | | |
| SMITH P | 14 Movers Lane, Barking, Essex, IG11 7UN | Not Known | | | |
| STEELE VT | 107 Kingston Hill Avenuemarks Gate Estate, Chadwell Heath, Romford, Essex, RM6 5QL | Not Known | | | |
| STONE D | 639 Heathway, Dagenham, Essex, RM9 5TA | Not Known | | | |
| VANN P | 17 Weylond Road, Dagenham, Essex, RM8 3AB | Not Known | | | |
| WALKER CY | 13 Pendlestone Road, Walthamstow, London, E17 9BH | Not Known | | | |
| WARNER S | 42 Redruth Road, Harold Hill, Romford, Essex, RM3 9SL | Not Known | | | |
| WATSON L | 12 Mossford Court, Hatfield Close, Barkingside, Essex, IG6 2BS | Not Known | | | |
| WHEELER M | 9 Derby Avenue, Upminster, Essex, RM14 2NS | Not Known | | | |
| WHITE J | 92 Ilchester Road, Dagenham, Essex, RM8 2YU | Not Known | | | |
| YANKSON F | 17 Hoskins Close, Custom House, London, E16 3RH | Not Known | | | |

Signature

B Dendin

Date 28 October 2010

AGE CONCERN BARKING & DAGENHAM ("THE CHARITY") (In Administration)

Time Analysis 1 April 2010 To 29 October 2010

| | Employee Grade | | | | | (£'s) | |
|---------------------------------|-------------------|-------------------|-------------------|-------------------|---------------|-------------------|-----------------|
| | (Hours) | | | | | <u>Total</u> | <u>Average</u> |
| | <u>Senior</u> | | | | <u>Total</u> | | |
| | <u>Partner</u> | <u>Manager</u> | <u>Supervisor</u> | <u>Assistant</u> | <u>Hours</u> | <u>Cost</u> | <u>Rate p/h</u> |
| Charge out Rate | <u>450</u> | <u>240</u> | <u>150</u> | <u>120</u> | | | |
| Statutory Matters | 3.50 | 0 30 | 0 00 | 0 00 | 3 80 | 1,647 00 | 433 |
| Case Administration/Strategy | 83 40 | 18 40 | 232 00 | 61 10 | 394 90 | 84,078 00 | 213 |
| Realisation of Assets | 52 40 | 0 30 | 25.10 | 0 00 | 77 80 | 27,417 00 | 352 |
| Interviews/ Investigations | 1 00 | 0 00 | 22 90 | 4 00 | 27 90 | 4,365 00 | 156 |
| Telephone calls/ Correspondence | 5 50 | 12 30 | 7 80 | 9 60 | 35 20 | 7,749 00 | 220 |
| Meetings/ Travel | 30 50 | 0 00 | 0 00 | 0 00 | 30 50 | 13,725 00 | 450 |
| Creditors/ Distributions | 2 80 | 0 20 | 11 00 | 6 10 | 20 10 | 3,690 00 | 184 |
| Property Issues | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | 0 00 | - |
| Reporting | 6 00 | 0 00 | 0 00 | 0 00 | 6 00 | 2,700 00 | 450 |
| Employee Matters | 55 70 | 0 30 | 22 60 | 4 00 | 82 60 | 29,007 00 | 351 |
| Trading | 32 50 | 157 30 | 81 20 | 0 00 | 271 00 | 64,557 00 | 238 |
| Totals | 273.30 | 189.10 | 402.60 | 84.80 | 949.80 | 238,935.00 | 252 |

General Terms of Business

These General Terms of Business apply to the delivery of services by RE10 (UK) PLC to a client pursuant to a letter enclosing these General Terms of Business and recording the engagement ("the Engagement Letter")

Definitions

The meanings of the following words and phrases which are widely used in these General Terms of Business shall be as set out below

Services – the services to be delivered by us under the Engagement Letter

RE10 (UK) PLC or we (or derivatives) – the RE10 (UK) PLC contracting party as identified by the Engagement Letter

You (and derivative) – the addressee (or addressees) of the Engagement Letter

Services Contract – these General Terms of Business and the Engagement Letter, together with any documents or the other terms applicable to the Services ("Additional Terms") to which specific contractual reference is made in the Engagement Letter

RE10 (UK) PLC Persons – the RE10 (UK) PLC contracting party, each and all of our partners, members, directors, employees and agents, as the case may be, together with any other body or entity controlled by us or owned by us or associated with us and each of its partners, members, directors, employees and agents and "RE10 (UK) PLC Person" shall mean any one of them

Partners – Any RE10 (UK) PLC Person having the title "partner" (whatever that RE10 (UK) PLC Person's legal status)

Other Beneficiaries – any and each person or organization identified in the Engagement Letter (other than you) as a beneficiary of the Services or any product thereof

These definitions shall apply wherever these words and phrases are used in the Services Contract

Our services and responsibilities

- 1 The Engagement Letter shall set out the Services to be delivered by us and associated matters. These General Terms of Business shall be subject to variation if required in the Engagement Letter
- 2 The Services shall be subject delivered with reasonable skill and care
- 3 Where individuals to be involved in delivering the Services are named in the Engagement Letter, we shall use reasonable endeavors to ensure that they are so involved. We may substitute those identified for others of equal or similar skills but we shall consult you before doing so
- 4 We may require sensitive information concerning your business or affairs in the course of delivering the Services ("Confidential Information"). In relation to Confidential Information we shall comply with the confidentiality standards of our regulatory body, the Institute of Chartered Accountants in England & Wales and we shall adhere to the confidentiality restrictions imposed on us by any other authority in the United Kingdom with whose requirements we are bound to comply, as well as any obligations imposed on us by English Law. We shall be entitled to comply with any requirement of English law, of our regulatory body or any other authority in the United Kingdom with whose requirements we are bound to comply so disclose Confidential Information. This clause shall not apply where Confidential Information properly enters the public domain. This clause shall not prohibit our disclosure of Confidential Information where we wish to disclose it to our professional indemnity insurers or advisors, in which event we may do so in confidence only

For the purposes of marketing or publishing or selling our services we may wish to disclose that we have performed work (including the Services) for you, in which event we may identify you by your name and we may indicate only the general nature or category of such work (or of the Services) and any details which have properly entered the public domain

- 5 We may supply written advice or confirm oral advice in writing or deliver a final written report or make an oral presentation on completion of the Services. Prior to completion of the Services we may supply oral, draft or interim advice or reports or presentations but in such circumstances our written advice or our final written report shall take precedence. No reliance shall be placed by you on any draft or interim advice or report or any draft or interim presentation. Where you wish rely on oral advice or on an oral presentation made on completion of the Services, you shall inform and we shall supply documentary confirmation of the advice concerned
- 6 We shall not be under any obligation in any circumstances to update any advice, report or any product of the Services, oral or written, for events occurring after the advice, report or product concerned has been issued in final form
- 7 Any product of the Services released to you in any form or medium shall be supplied by us on the basis that it is for your benefit and information only and that, save as may be required by law or by a competent regulatory authority (in which case you shall inform us in advance), it shall not be copied, referred to or disclosed, in whole (save for your internal purpose) or in part, without our prior written consent. The Services shall be delivered on the basis that you shall not quote our name or reproduce our logo in any form or medium without prior written consent. You may disclose in whole any product of the services to your legal and other professional advisers for the purpose of your seeking advice and relation to the Services, provided that when doing so you inform them that
 - disclosure by them (save for their own internal purposes) is not permitted without our prior written consent, and
 - to the fullest extent permitted by law we accept no responsibility or liability to them in connection with the Services
- 8 Any advice, opinion, statement of expectation, forecast or recommendation supplied by us as part of the Services shall not amount to any form of guarantee that we have determined or predicted future events or circumstances

Ownership

- 9 We shall retain ownership of the copyright and all other intellectual property rights in the product of the Services, whether oral or tangible and ownership of our working papers. You shall acquire ownership of any product of the Services in its tangible form on payment of our Charges for any such product. For the purposes of delivering services to you or other clients, we and other RE10 (UK) PLC Persons shall be entitled to use, develop or share with each other knowledge, experience and scales of general application gained through performing the Services

Our charges

- 10 We shall render invoices in respect of the Services comprising fees, outlays and VAT thereon (where appropriate), plus any overseas taxes that might be payable thereon or deductible there from ("our Charges"). Details of our Charges and any special payment term shall be set out in the Engagement Letter. Our fees shall be based on the degree of responsibility of our partners, members, directors, employees or agents as the case may be involved in delivering the Services, their scale and time spent by them in performing them and the nature and complexity of them. Outlays will include both directly incurred costs and an amount, equal to 3.5% of the value of time, to cover incidental expenses which are not charged directly to the engagement. Our Charges may differ from estimates or quotations that may have been supplied, which shall be provisional only
- 11 In return for the delivery of the Services by us, you shall pay our Charges (without any right of set-off), on presentation of our invoice or at such other time as may be specified in the Engagement Letter
- 11.1 We may charge interest on any outstanding balances at the statutory rate from time to time in force (this rate applying after as well as before any court award or judgment in our favor in respect of outstanding balances). If interest is charged, a daily rate of interest will be calculated, applied and payment will be due. Any payments received will be offset in the first instance

against interest due before being applied to reduce any principal sum due

- 11.2 If the Services Contract is terminated or suspended, we shall be entitled to payment for outlays incurred to that time and to payment of fees for work done, plus VAT thereon (where appropriate). Our fees for work done shall in this event be calculated by reference to our rates at the time of performance of our work on the basis set out in clause 10

- 11.3 Where there is more than one addressee of the Engagement Letter, unless provision is made in the Engagement Letter for payment of our Charges by one of you or by a third party, all of you shall each be fully liable separately to pay our Charges as well as being so liable together as a group and we shall be entitled to call upon any of you and all of you for payment in full

- 11.4 We will provide you with details of the charges incurred as matters progress in accordance with a schedule that we will agree with you. This may be monthly, quarterly or such frequency as is appropriate in the circumstances. Separately, we may also deliver accounts covering significant disbursements incurred on your behalf

- 11.5 Unless the Engagement Letter specifies otherwise, details of our client account into which payment in settlement of our account should be made are as follows

RE10 (UK) PLC
Account No 36357677
National Westminster Bank Plc
Orpington Branch
235 High Street
Orpington
Kent
BR6 0NS
Sort Code 60 50 01

- 11.6 In many cases we will require a payment or payments on account of costs and Disbursements. If you are non-domiciled in the United Kingdom it may be possible for you to make any such payment into an account outside the United Kingdom. You should discuss this with the partner concerned

Your responsibilities

- 12 Notwithstanding our duties and responsibilities in relation to the Services, you shall retain responsibility and accountability for

- 12.1 the management, conduct and operation of your business and your affairs
12.2 Deciding on your use of, choosing to what extent you wish to rely on, or implementing advice or recommendations or other product of the services supplied by us
12.3 Making any decision affecting the Services, any product of the Services, your interests or your affairs
12.4 The delivery, achievement or realization of any benefits directly or in directly related to the Services which require implementation by you

- 13 Where you require us or the nature of the Services is such that it is likely to be more sufficient for us to perform work at your premises or using your computer systems or telephone networks, you shall ensure that all arrangements are made for access, security procedure, virus checks, facilities, licenses or consents as may be required (without cost to us)

- 14 You shall not, directly, or indirectly, solicit the employment of any of our partners, members, directors, or employees, as the case may be, involved in performing the Services while the Services are being performed or for a period of 3 months following their completion or following termination of the Services Contract, without our prior written consent. This prohibition shall not prevent you at any time from running recruitment advertising campaigns nor from offering employment to any of our partners, members, directors or employees, as the case may be, who may respect to any such campaign

Information

- 15 To enable us to perform the Services, you shall supply promptly all information and assistance and all access to documentation in your possession, custody or under your control and to personnel under your control where required by us. You shall use your best endeavors to procure these supplies where not in your possession or custody or under your control. You shall inform us of any information or developments which may come to your notice and which might have a bearing on the Services. You shall supply information in response to our enquires (if any) to enable us to comply with our statutory responsibilities to make disclosures to relevant authorities in respect of money laundering and any other oriental activity that we may encounter during performance of the Services and any such disclosures may include Confidential Information

- 16 We may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom we know to be or reasonably believe to be authorized by you to communicate with us for such purposes. We may communicate with you by electronic mail where any such person with us to do so, on the basis that in consenting to this method of communication you accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communication and the risks of viruses or other harmful devices) and that you shall perform virus checks

- 17 We may receive information from you or from other sources in the course of following the Services

To the fullest extent permitted by law, we shall not be liable to you for any loss or damage suffered by you arising from fraud, misrepresentation, withholding of information material to the Services or other default relating to such material information, whether on your part or that of the other information sources, unless such fraud, misrepresentation, withholding or such other default is evident to us without further enquiry

Knowledge and conflicts

- 18 In clauses 18 to 24 the following definitions shall apply

- "the Engagement Team" shall mean, collectively or individually, RE10 (UK) PLC Persons (excluding corporate bodies, entities or firms) who in or are involved in delivering the Services
- "Other RE10 (UK) PLC Person(s)" shall mean, collectively or individually, RE10 (UK) PLC Persons who are not members of the Engagement Team
- "Barriers" shall mean safeguards designed to facilitate the protection of such client's interests and may include (for example) separate terms, their geographical and operational separation and/or access controls over data, companies' servers and electronic mail systems

- 19 The Engagement Team shall not be required, expected or deemed to have knowledge of any information known to Other RE10 (UK) PLC Persons which is not known to the Engagement Team

- 20 The Engagement Team shall not be required to make use of or to disclose to you any information, whether known to them personally or known to Other (UK) PLC Persons, which is confidential to another client.

- 21 RE10 (UK) PLC Persons may be delivering services to, or be approached to deliver services to, another party or parties who have or have interests which compete or conflict with yours (a "Conflicting Party" or "Conflicting Parties")

- 22 RE10 (UK) PLC Persons are and shall remain free to deliver services to Conflicting Parties, except that where the interests of the Conflicting Party conflict with yours specifically and directly in relation to the subject matter of the Services

- the Engagement Team shall not deliver services to the Conflicting Party, and
- Other RE10 (UK) PLC Persons may only deliver services to the Conflicting Party where appropriate Barriers are put in place. The effective operation of such Barriers shall constitute sufficient steps to avoid any real risk of a breach of our duty of confidence to you

We seek to identify Conflicting Parties in the circumstances set out in this clause 22. If you know or become aware that a RE10 (UK) PLC Person is advising or proposing to advise such a Conflicting Party, you shall inform us promptly

- 23 Without limiting the general applicability of clause 22, the following are examples of specific circumstances in which Other (UK) PLC Persons may deliver services to a Conflicting Party or Conflicting Parties

- where at any time during performance of the Services, you are an employee (including a director) and a RE10 (UK) PLC Person is delivering services to your employer, in which case Other RE10 (UK) PLC Persons shall be entitled to deliver services to your employer, or
- where an Other RE10 (UK) PLC Person is appointed to hold an office in his capacity as an insolvency practitioner (licensed under insolvency legislation or otherwise) in respect of a person or at an organization who or which is or subsequently becomes in conflict with you, in which case such Other RE10 (UK) PLC Person shall be entitled to act at any time in that capacity, or
- where Other RE10 (UK) PLC Persons are asked to deliver services (the "Other Services") to Conflicting Party (where existence may or may not be known to you) who is actually or potentially interested in acquiring the same or a similar interest in the subject matter of a transaction to which both the Other Services and the Services relate (for example, where you and the Conflicting Party are both interested in acquiring a company, asset or operation which has been put up for sale by auction), in which case Other RE10 (UK) PLC Persons shall be entitled to deliver the Other Services to the Conflicting Party

- 24 Where a party has engaged us to deliver services before you have done so and subsequently circumstances change, we may consider that, even with Barriers operating, your interests are likely to be prejudiced and we may not be satisfied that the situation can be managed. In that event we may have to terminate the Services Contract and we shall be entitled to do so on notice taking effect immediately on delivery but we shall consult you before we take that step

The Services Contract

- 25 The Services Contract sets out the entire agreement and understanding between us in connection with the Services and supersedes any prior agreements, understandings, arrangements, statements or representations (unless made fraudulently) relating to the Services. Any modifications or variations to the Services Contract must be in writing and signed by a representative of each of us. In the event of any inconsistency between the Engagement Letter and any other elements of the Services Contract, the Engagement Letter shall prevail. In the event of any inconsistency between these General Terms of Business and Additional Terms that may apply, the Additional Terms shall prevail. Nothing in the Services Contract shall operate to exclude any liability which we would otherwise have to you in respect of any statements made by us fraudulently prior to the date of the Services Contract

Third party rights

- 26 The Services Contract shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of the Services Contract which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving to or conferring on third parties contractual or other rights in connection with the Services Contract shall be

excluded. No RE10 (UK) PLC Person shall be deemed to be a third party for the purposes of this clause

Circumstances beyond your or our control

- 27 Neither of us shall be in breach of our contractual obligations nor shall either of us incur any liability to the other if we or you are unable to comply with the Services Contract as a result of any cause beyond our or your reasonable control. In the event of any such occurrence affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the Services Contract on notice taking effect immediately on delivery
- 28 Failure by any of us to exercise or enforce any rights available to us shall not amount to a waiver of any rights available to either of us
- 29 Neither of us shall have the right to assign the benefit (or transfer the burden) of the Services Contract to another party without the written consent of the other of us
- 30 Subject to clause 39, we shall have the right to appoint sub-contractors to assist us in delivering the services but where any such sub-contractor are not RE10 (UK) PLC Persons we shall consult you before doing so. Where we appoint sub-contractor under this clause, we may share Confidential Information with them and for all purposes in connection with the Services Contract we shall accept responsibility for their work which shall be deemed to be part of the services

Limitations on our liability

- 31 Our liability in connection with the Services shall be limited in accordance with the clause. In the particular circumstances of the Services act out in the Engagement Letter and subject to clause 33 and clause 34 below

- the aggregate liability to you and Other Beneficiaries of each and all RE10 (UK) PLC Persons
- in contract or under statute or otherwise,
- for any loss or damage suffered by you (or by any such other party) arising from or in connection with the Services
- however the loss or damages is caused, including our negligence but not our fraud or other deliberate breach of duty
- shall be limited to the amount specified in the Engagement Letter, or if no amount is specified there, to £1 million

- 32 Where there is more than one beneficiary of the Services ("Beneficiary") the limitation on our liability agreed under clause 31 to each Beneficiary shall be apportioned by them amongst them. No Beneficiary shall dispute or challenge the validity, enforceability or operation on clause 31 on the ground that no such apportionment has been so agreed or on the ground that the apportioned share of the limitation amount apportioned to any Beneficiary is unreasonably low. In this clause "Beneficiary" shall include you and Other Beneficiaries

- 33 Subject always to the aggregate limitations on our liability in clause 31 above, the following provisions shall govern the extent of our liability to you and to any Other Beneficiaries for any loss or damages suffered by you (or by any such other party) or any other party arising from or in connection with the Services

33.1 The liability of RE10 (UK) PLC Persons shall be limited to that proportion of the total loss or damage, after taking into account your contributory negligence (if any) of any Other Beneficiaries, which is just and equitable having regard to the extent of the responsibility of RE10 (UK) PLC Persons for the loss or damage concerned ("the RE10 (UK) PLC Proportion") and the extent of responsibility of any other party also responsible or potentially responsible ("another liable party")

33.2 For the purposes of determining the RE10 (UK) PLC Proportion,

- no account shall be taken of Another Liable Party having ceased to exist, having ceased to be liable, having had imposed an agreed limit on its liability on being impecunious or for other reasons unable to pay
- in any relevant court proceedings brought against us by you or Other Beneficiaries ("the Claimant") on request by us, the Claimant shall join Another Liable Party to any such proceedings against us, unless doing so is prohibited by law and on the basis that, provided that the court determines that the conduct of the Claimant has been reasonable both before the proceedings and during them, we shall not resist an application to the court by the Claimant that we (rather than the Claimant) should bear the reasonable costs awarded (if any) against the Claimant in respect of any such joinder of Another Liable Party to proceedings

33.3 Where despite the provisions of this clause 33 the extent of the RE10 (UK) PLC Proportion is not determined, the question shall be referred on request to an expert, to be appointed by agreement or by the President of The Law Society of England and Wales, who shall not as an expert and not as an arbitrator and whose decision on the RE10 (UK) PLC Proportion shall be final and enforcement in satisfaction of any prior judgment.

34 We accept the benefit of the limitations in clauses 31, 32 and 33 above on our own behalf and as agent and trustee for each and all other RE10 (UK) PLC Persons who may or might have been involved in delivering the Services

35 This clause shall apply to claims arising from or under the Services Contract,

35.1 You and Other Beneficiaries shall not bring any claim against any RE10 (UK) PLC Person other than the RE10 (UK) PLC contracting party in respect of loss or damage suffered by you or by Other Beneficiaries arising out of or in connection with the Services. This restriction shall not operate to limit or exclude the liability of the RE10 (UK) PLC contracting party as a firm or company for the acts or omissions of any other RE10 (UK) PLC Person

35.2 Any claim from you or Other Beneficiaries in respect of loss or damage suffered as a result of arising from or its connection with the Services Contract, whether in contract or tort or under statute or otherwise, must be made

- where Services have been delivered, within four years of the date on which the work giving rise to the claim was performed
- If the Services Contract has been terminated, within four years of the date of termination (subject to the bullet point above)
- if the loss or damage is suffered as a result of arising from or in connection with our unauthorized disclosure of Confidential Information, within four years of the date on which the unauthorized disclosure took place

and in any of these cases that shall be the date when the earliest cause of action (in contract or under statute or otherwise) shall be deemed to have accrued in respect of the relevant claim. For the purposes of this clause a claim shall be made when court or other disputed resolution proceedings are commenced

Third parties

36 If you breach any of your obligations under the Services Contract there is any claim made or threatened against us by a third party, you shall compensate us and reimburse us for and protect us against any loss, damage, expense, or liability incurred by us which results from or arises from or is connected with any such breach and any such claim. If any payment is made by you under this clause you shall not seek recovery of that payment from us at any time. In this clause "us" shall include all RE10 (UK) PLC Persons and "you" shall include Other Beneficiaries

Termination

37 Each of us can terminate the Services Contract or suspend its operation by giving 30 days' prior notice to the other at any time. Termination or suspension under this clause shall be without prejudice to any rights that may have accrued for neither of us before termination or suspension and all sums due to us shall become payable in full when termination or suspension takes effect

38 The following clauses of these General Terms of Business shall survive expiry or termination of the Services Contract clauses 4, 5, 6, 7, 8, 9, 12, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 31, 32, 33, 34, 35, 36, 38, 39, 40, 41, 42, 43, 44, 45, 46

Data protection

39 The definitions and interpretations in the Data Protection Act 1998 (and any subsequent amendment or re-enactment that does not substantively change the original enactment) ("the Act") shall apply to this clause. Where necessary to enable us to deliver the Services, for such purposes we shall have your authority to process personal data on your behalf in accordance with this clause. Where we do so, we shall take appropriate technical and organizational measures designed to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. In particular, we shall act only on your instructions and we shall comply at all times with the seventh principle in Part I of Schedule I to the Act as if applicable to us directly. We shall answer your reasonable enquires to enable you to monitor our compliance with this clause and we shall not sub-contract our proceedings of personal data (unless to RE10 (UK) PLC Persons) without your prior written consent.

Notices

40 Any notice to you or us delivered under the Services Contract shall be in writing and delivered by pre-paid first class post (or pre-paid overseas equivalent) to or left at our respective addresses appearing in the Engagement Letter (or such other address as may be notified in writing). Notices delivered by post shall be deemed to have arrived

- where posted from and to addresses in the UK, on the second working day and
- where posted from or to addresses overseas, on the tenth working day

following the date of posting

Severability

41 Each clause or term of the Services Contract constitutes a separate and independent provision. If any of the provisions of the Services Contract are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect

Capacity

42 You agree to and accept the provisions of the Services Contract on your own behalf and as agent for Other Beneficiaries. You shall procure in such circumstances that any Other Beneficiaries shall act on the basis that they are a party to the Services Contract, as if they had each signed a copy of the Engagement Letter and agreed to be bound by it. However, you alone shall be responsible for payment of our Charges

43 We accept your agreement to and acceptance of the terms of the Services Contract (save for clauses 31, 32 and 33 above) on our own behalf and in so doing we confer benefits on each and all other RE10 (UK) PLC Persons

Law and jurisdiction

44 The Services Contract shall be subject to and governed by English law and all disputes arising from or under the Services Contract shall be subject to the exclusive jurisdiction of the English courts

Identification and Money Laundering Rules

- 45 In order to comply with the Money Laundering Rules we are required to identify new clients

You will be provided separately with a request for certain document which we require before we are able to commence work for you. In addition, we may carry out independent enquires to satisfy the requirements of Money Laundering Rules

Please note that the Money Laundering Rules require us to disclose certain matters to SOCA in certain circumstances without reference to you. You acknowledge and accept our legal obligation in this regards. Our duty of confidentiality is subject to this obligation

Time recording policy and charging rates

- 46.1 Our usual approach to charging is to assess the cost of the work done by reference to the time engaged on your work and our standard hourly rates current at the time that the work is done
- 46.2 We record time in six-minute units and if time recorded on any occasion is less than six or a multiple of six minutes then it is rounded up to six or a multiple of six minutes, respectively. Time spent on preparing the Engagement Letter, compliance with the Money Laundering Rules and other similar matters is chargeable as part of our engagement
- 46.3 The hourly rate is an "all-in" figure which includes the profit element and is used in the majority of cases. In certain circumstances a higher rate may be agreed with you and applied when factors such as the nature of the transaction, its complexity, value and importance to you, and the degree, to which we have to give priority to your work over that for other clients, will be taken into account
- 46.4 By way of indication, the ranges of our current standard hourly rates are
- | | |
|-------------|-----|
| Partners | 450 |
| Managers | 240 |
| Supervisors | 150 |
| Assistants | 120 |
- 46.5 In some transactions a third party may be liable to you to pay or contribute to your costs. As our client you are none the less responsible for our cost. We will account to you for any sum that is received from the third party

APPENDIX 6

AGE CONCERN BARKING & DAGENHAM (IN ADMINISTRATION)

Statement of the Administrator's proposals under Paragraph 49 to Schedule B1 of the Insolvency Act 1986

The purpose of administration is set out at paragraph 3 of Schedule B1 to the Act 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 subparagraph 3(2) and 3(4), the administrator of a company must perform:
- (a) His functions in the interests of the company's creditors as a whole.
 - (b) Where the objective is to realise property in order to make a distribution to secured or preferential creditors, the administrator has a duty to avoid unnecessarily harming the interests of the creditors as a whole
- (3) The Administrator must perform his functions with the objective specified in subparagraph 3(2) and 3(4) unless he thinks either
- (a) That it is not reasonably practicable to achieve that objective, or
 - (b) That the objective specified in subparagraph 3(2) and 3(4) 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 subparagraph 3(2) and 3(4) only if:
- (a) he thinks that it is not reasonably practicable to achieve either of the objectives specified in subparagraph 3(2) and 3(4)), and
 - (b) he does not unnecessarily harm the interest of the creditors of the company as a whole."

AGE CONCERN BARKING & DAGENHAM (IN ADMINISTRATION)

4. The administrators hope that the administration process will allow the survival of the two remaining operational units within the charity and preserve their services for the elderly in the Barking & Dagenham borough. The survival of these units will also result in a better outcome for the Charity's creditors by minimizing the employee claims that would be made if the employees were made redundant rather than being transferred to other charities.

- 4.1 This objective will be achieved by the Administrators dealing with the Charity's assets and affairs as detailed above.

It is proposed that the administration will end by the Charity going into Creditors' Voluntary Liquidation, or if there are no monies available for unsecured creditors, by the dissolution of the Charity. If the Charity is placed into Creditors' Voluntary Liquidation it is proposed that Finbarr O'Connell and Nimish C Patel will be appointed Joint Liquidators. However, creditors may nominate a different liquidator provided nomination to that effect is received before the approval of these proposals.