

Rule 1.24/1.54

## The Insolvency Act 1986

Notice to Registrar of Companies  
of Voluntary Arrangement  
Taking EffectPursuant to Section 4 of the  
Insolvency Act 1986**S.4/  
Para 30  
Sch A1**

For Official Use

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Company Number

03767018

To the Registrar of Companies

Insert full name of  
Company

Name of Company

TWS (Leeds) Limited

Insert full name and  
Address

I Ashleigh William Fletcher  
The P&A Partnership  
93 Queen Street  
Sheffield  
S1 1WF  
DX 10616 Sheffield

Insert date

the chairman of meetings held in pursuance of the Insolvency Act 1986 on  
7 October 2009 enclose a copy of my report of the said meetings.

Signed



Date

07/10/09

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

T420809  
TWS (Leeds) Limited

Ashleigh William Fletcher  
The P&A Partnership  
93 Queen Street  
Sheffield  
S1 1WF  
DX 10616 Sheffield

For Official Use

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COMPANIES HOUSE

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

**RE: TWS (LEEDS) LIMITED**

**IN THE LEEDS COUNTY COURT**

**NO 2540 OF 2009**

**CHAIRMAN'S REPORT** of the Meeting of Creditors held pursuant to Section 3 of the Insolvency Act 1986 at 93 Queen Street, Sheffield, S1 1WF on 7 October 2009 at 11.30 am

Present: Tony Grindley – Director  
Ashleigh Fletcher – Joint Nominee

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**1 Introduction**

- 1.1 Mr Ashleigh Fletcher, the Joint Nominee, acted as Chairman of the Meeting.
- 1.2 Creditors present or represented at the Meeting by proxy were as follows:-

	£
Bibby Factors Northwest Limited	122,243.58
Doorstop International Limited	4,230.80
HM Revenue & Customs	500,000.00
Howden Joinery Limited	2,262.72
Johnstons Publishing (North)	50,638.03
Jonathan White & Co.	44,850.00
Solarframe Limited	65,812.45
Wolseley UK Limited	87.80

- 1.3 Pursuant to the Insolvency Rules 1986 the Chairman of the Meeting allowed the above mentioned Creditors to vote in the amounts shown.
- 1.4 Pursuant to the Insolvency Rules 1986 the Chairman of the Meeting advised that no claims were to be treated as connected to the Company.

**2 Company's Proposal**

- 2.1 The Company's Proposal was placed before the Meeting together with the Statement of Affairs and Estimated Outcome Statement.

### 3 Modifications to the Proposal

- 3.1 The modifications to the company's proposals, appended to the back of this report, were placed before the Meeting.

### 4 Resolutions

- 4.1 The following Resolutions were placed before the Meeting:
- a. That the Proposal for the Voluntary Arrangement of the Company's affairs is approved.
  - b. That the modifications as set out above are approved.
  - c. That Mr Brendan Ambrose Guilfoyle and Mr Ashleigh William Fletcher, Insolvency Practitioners of The P&A Partnership, Sheffield be appointed as Joint Supervisors of the Voluntary Arrangement.

### 5 Voting

- 5.1 Creditors present or represented by proxy at the Meeting voted on the above Resolutions as follows:

	In Favour £	Against £
Bibby Factors Northwest Limited		122,243.58
Doorstop International Limited	4,230.80	
HM Revenue & Customs	500,000.00	
Howden Joinery Limited	2,262.72	
Johnstons Publishing (North)	50,638.03	
Jonathan White & Co.	44,850.00	
Solarframe Limited	65,812.45	
Wolseley UK Limite	87.80	
	<hr/>	<hr/>
In Favour (75.5% required)	667,881.80 (84.53%)	122,243.58 (15.47%)
	<hr/>	<hr/>

- 5.2 The Meeting was advised that no Creditors voting to accept the Voluntary Arrangement were connected parties of the Company.
- 5.3 The Meeting was advised that the Voluntary Arrangement of the Company was approved with the addition of the modifications as set.

**6 Company's Meeting**

6.1 Mr Ashleigh Fletcher, the Joint Nominee acted as Chairman of the Meeting.

6.2 Members present or represented by proxy were as follows:

<b>Name of Member</b>	<b>No. of Shares Held</b>
Tony Grindley	1
Carol Grindley	1

**7 Approval of the Voluntary Arrangement**

7.1 Members of the Company resolved to approve the Voluntary Arrangement of the Company's affairs with the addition of the modifications as agreed by Creditors.

Dated this 7<sup>th</sup> day of October 2009



**ASHLEIGH FLETCHER**  
Chairman of the Meeting

**Modifications proposed by Voluntary Arrangement Service (VAS) on behalf of  
H M Revenue & Customs in respect of: -**

**TWS (Leeds) Limited**

*If any of the modifications are not accepted then the VAS vote(s) must be taken as a rejection.*

1. **[Interpretation]** Where a modification to the proposal is approved by creditors and accepted by the company, the entire proposal shall be construed in the light of the modification and read to give effect to that modification such that any contrary or potentially contrary provisions in the proposal shall either be ignored, or interpreted, in order that the intention of the modification is given priority and effect.
2. **[HMRC claim]** The HMRC (former IR) claim in the CVA will include PAYE/NIC due to the date, of the meeting to approve the arrangement and CTSA / assessed tax for the accounting period(s) ended on or before the date of approval of the arrangement. (This shall replace clause 20.1)
3. **[HMRC claim]** The HMRC (former HMC&E) claim in the CVA will include assessed tax, levy or duty to the date of approval.
4. **[Post approval returns and liabilities]** All statutory returns and payments due to HMRC post approval shall be provided on or before the due date. (This shall replace clause 20.2)
5. **[Outstanding returns]** All statutory accounts and returns overdue at the date of the creditors' meeting must be provided to HMRC within 3 months of the approval date together with any other information or explanations required. For the avoidance of doubt the cost of the company's obligations to complete and submit returns to HMRC will not be met as an expense of this CVA and will be paid for in full by the company out of its normal trading receipts. Should the Supervisor assist the company in this matter the costs of such assistance will also not be claimable as an expense of the CVA and will either be met outside of the arrangement by way of a separate agreement between the company and the Supervisor or will be borne by the Supervisor personally. No costs incurred as a result of the company complying with its statutory obligations to HMRC to submit returns will be imposed upon, or incurred by, creditors of this arrangement. (This shall replace clause 20.5)
6. **[Dividend prohibition]** No non preferential distribution will be made until: (i) a CTSA return has been filed for the accounting period ended on or immediately prior to the date, of approval, (ii) a VAT and/or other levy or duty return due to HMRC has been filed up to the date of the approval or (iii) an HMRC Determination or assessment has been made and the supervisor has admitted their final claims.
7. **[Expenses of arrangement]** CTSA /VAT due on realisation of assets included in the arrangement will be regarded as an expense of realising the asset payable out of the net sale proceeds. (This shall replace clause 20.4)
8. **[Tax-Overpayments]** Set-off of refunds due from the Crown against debts due to the Crown will be in accordance with statute and established legal principles.

9. **[Expenses of VA]** HMRC distress / petition costs are to be paid as an expense of the arrangement, in priority to the nominee's fees and supervisor's fees, remuneration and disbursements.
10. **[Co debtors]** The release of the company from its debts by the terms of the CVA shall not operate as a release of any co-debtor for the same debts.
11. **[Termination]** The arrangement shall terminate upon:
  - (a) The making of a winding up order against the company, or the passing of a winding up resolution or the company going into administration.
  - (b) (where there is express authority for the supervisor so doing) the supervisor issuing a certificate of termination.
12. **[Arrangement trusts]** Upon termination of the arrangement the arrangement trusts expressed or implied shall cease, save that assets already realised shall [after provision for supervisor's fees and disbursements] be distributed to arrangement creditors.
13. **[Liquidation costs provision]** The supervisor shall set aside sufficient funds for Winding Up proceedings against the Company and such funds will rank ahead of any other expenses of the arrangement.(This shall replace clause 18.6)
14. **[Non-compliance]** Failure to comply with any express term of the arrangement shall constitute a breach of the company's obligation under the arrangement. The supervisor shall work with the company to remedy any breach of obligation. Rule 1.19 shall apply where any variation is proposed. But if any breach of obligation is not remedied within 60 days of its occurrence this shall constitute default of the CVA that cannot be remedied and the supervisor shall petition for a winding up order.
15. **[Windfall]** Should the company receive or become entitled to any assets / funds which had not been foreseen in the proposal details shall be notified to the Supervisor immediately and such sums shall be paid into the CVA until all costs, creditors' claims and statutory interest have been paid in full. Until costs, claims and statutory interest are paid in full all the company's other obligations under the arrangement shall continue and the payment shall not reduce the amount of contribution due from the company.(This shall replace clause 11)
16. **[Contributions]** Should any voluntary contribution fall 30 days into arrears or fall below the amount specified in the arrangement and remain so after 30 days this shall constitute a failure of the arrangement and the Supervisor shall petition for the compulsory winding up of the company.(This shall replace clause 8.2.5)
17. **[Supervisor]** The discretion given to the Supervisor in paragraph 8.2.6 shall be removed. Instead the views of creditors are to be canvassed and the Supervisor is to supply all creditors with a report showing how each voted and the majority decision reached.
18. **[Payments]** The company is to make monthly voluntary contributions of not less than £6,750 during the currency of the arrangement.

19. **[Reviews]** The Supervisor is to conduct a full review every 6 months of the company's business income and expenditure and obtain an increase in voluntary contributions of not less than 50% of any rise in the net income after provision for tax. (This shall replace clause 8.2.4)
20. **[Third Party Payment]** The third party funds totalling £20,000 shall be paid to the Supervisor by cleared funds (e.g. banker's draft) on the day of the creditors' meeting which approves the proposal. Should the full amount of cleared funds not be received on that day, this will constitute default of the arrangement incapable of being remedied.
21. **[Associated creditors]** The associated creditors will defer their claims in the arrangement. For the avoidance of doubt they will waive their dividend entitlement in favour of all non-associated creditors under the arrangement. Thus the claims of the connected creditors shall be compromised within and shall not survive the arrangement or be paid outside.
22. **[Duration]** The duration of the arrangement shall not exceed 63 months, without the prior approval of a 75% majority in value of creditors' claims voting for the resolution.
23. **[Variation]** The company shall not, within 12 months of approval propose a variation to the arrangement that will reduce the yield to creditors below 26p in £ unless the Supervisor can provide clear evidence that the variation proposal results from changed trading circumstances that could not have been foreseen when the arrangement was approved. For the avoidance of doubt, simple mis-forecasting of business turnover or profitability shall not provide cause for variation. The Supervisor's evidence, supporting financial information and notice of a creditors' vote shall be circulated to creditors giving at least 14 days clear notice. Creditors shall be asked to say whether the costs associated with the variation shall be met from VA funds in the event that it is rejected.
24. **The directors of the company shall not:**
- a) declare or pay any dividend to shareholders for the duration of the voluntary arrangement,
  - b) declare or pay themselves additional remuneration or fees save shall be agreed with creditors representing 75% of voting creditors

Signed



Name

S J Donald  
Debt Manager

Date

29 September 2009

AUTHORISED TO SIGN ON BEHALF OF H.M REVENUE &amp; CUSTOMS

