

## Rule 1.24

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

# S.4

To the Registrar of Companies

For Official Use

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Company Number

03796472

Insert full name of  
company

Name of Company

Julian Christian Designs Limited

Insert full name and  
address

I ~~Am~~ William Antony Batty  
 Antony Batty & Company LLP  
 3 Field Court  
 Gray's Inn  
 London, WC1R 5EF

Insert date

the chairman of meetings held in pursuance of Section 4 of the Insolvency Act 1986 on  
 06 January 2009 enclose a copy of my report of the said meetings.

Signed



Date 09 January 2009

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

JULIAN  
 Julian Christian Designs Limited

William Antony Batty  
 Antony Batty & Company LLP  
 3 Field Court  
 Gray's Inn  
 London, WC1R 5EF

For Official Use

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	A04	16/01/2009 277
COMPANIES HOUSE		

TO WHOM IT MAY CONCERN

09 January 2009  
Ref: Julian\26\MB

Dear Sirs

**JULIAN CHRISTIAN DESIGNS LIMITED - COMPANY VOLUNTARY ARRANGEMENT  
COURT REFERENCE: 11061 OF 208**

**CHAIRMAN'S REPORT**

I write to inform you that following the meetings of the creditors and members of the above named company held on 06 January 2009 at the above address, the company's proposal for a Company Voluntary Arrangement ("CVA") was accepted with modifications and I was duly appointed as Supervisor.

The meeting also resolved that my firm might draw Supervisors fees on a time cost basis. No creditors committee was appointed.

Copies of the voting records at the creditors and members meetings are attached together with a copy of the modifications to the CVA.

This report on the meetings of creditors and members has been filed in the Royal Courts of Justice in accordance with Section 4 of the Insolvency Act 1986.

I note that a number of creditors have not yet completed and returned the claim form which was attached to the notice of the meetings. In order to be registered for dividend purposes, I should be grateful if the creditors concerned would return the form, duly completed, as soon as possible.

Failure to complete and return the form may result in being excluded from any distribution.

For your information I would advise you that these are main proceedings under the terms of the EC Regulation on Insolvency Proceedings (Council Regulation (EC) No. 1346\2000).

Thank you for your assistance in this matter.

Yours faithfully,



W A Batty  
Supervisor

The Institute of Chartered Accountants in England & Wales authorises WA Batty and S J Evans to act as an Insolvency Practitioners under S. 390 (2) of the Insolvency Act 1986. W A Batty and S J Evans act and contract as Administrators without personal liability.

Antony Batty & Company LLP is a limited liability partnership registered in England and Wales at 3 Field Court, Gray's Inn, London WC1R 5EF with registered number OC 326854.

**DEBTORS' CREDITORS' MEETING VOTING**

**Resolution 1: To accept the Comp**

Creditors

Specific Instructions

A J Ridell Woodworking  
Alet Limited  
Collins Dryland & Thorowgood  
Creffield (Timber & Boards) Ltd  
Drews Limited  
Joseph Griggs & Co Limited  
T J Inglis & Sons Limited  
LSH Training  
Leisure Heating Limited  
Lincup Storage Systems  
Phones 4 Business Limited  
Plant & Hill  
Safety Factory  
Wood Mouldings  
Wycombe DC

Brooks Brothers  
HM Revenue & Customs

Proxy holders discretion

Culden Faw Limited

## Notes

**NOTES**

Where connected persons (as defined in the Companies Act 1985) must not be rejected by agreement.

## Conclusion

### **Conclusion**

## MEMBERS' MEETING VOTING

**Resolution 1: To accept the Comp**

**Members voting for Resolution 1**

## Conclusion

### CONCLUSION

**Signs**

Supervisor - 06 January 2009

**JULIAN CHRISTIAN DESIGNS LIMITED**  
**COMPANY VOLUNTARY ARRANGEMENT**

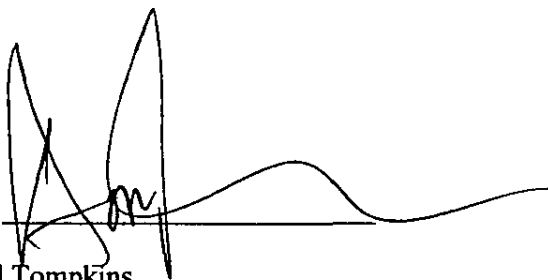
MEETING OF CREDITORS HELD ON 06 JANUARY 2009

Modifications proposed to the Company Voluntary Arrangement:-

Voluntary Arrangement Service (see attached list) - Accepted \ ~~Rejected~~  
(please delete)

Signed

Michael Tompkins  
Director

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned over a horizontal line.

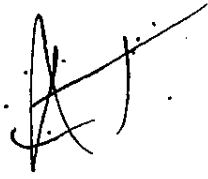
**Modifications proposed by Voluntary Arrangement Service (VAS) on behalf of  
HM Revenue & Customs in respect of: -**

**JULIAN CHRISTIAN DESIGNS LTD**

*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, [or the commencement of the prior administration] and CTSA / assessed tax for the accounting period(s) ended on or before the date of approval of the arrangement [or date of commencement of the prior administration.]
3. **[HMRC claim.]** The HMRC (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.
5. **[Outstanding returns.]** All statutory accounts and returns overdue at the date of the creditors' meeting shall be provided to HMRC within 3 months of the approval date together with any other information required.
6. **[Dividend prohibition.]** No non preferential distribution will be made until: (i) a CTSA return has been filed for the accounting period ended on or immediately prior to the date, of approval, or of commencement of the prior administration (ii) a VAT and/or other levy or duty return due to HMRC has been filed up to the date of the approval or [the date of commencement of the prior administration] or (iii) an HMRC Determination or assessment has been made and the supervisor has admitted their final claims.
7. **[Expenses of arrangement.]** CTSA /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.
8. **[Tax-Overpayments.]** Set-off of refunds due from HMRC against debts due to HMRC will be in accordance with statute and established legal principles e.g. Burton (HM Collector of Taxes) v Mellham Ltd [2006] UKHL 6 at paragraph 22.
9. **[Expenses of VA.]** Any 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.
14. **[Non-compliance.]** Failure to comply with any express term of the arrangement shall constitute a breach of the company's obligation under the arrangement. The supervisor shall work with the company to remedy any breach of obligation. Rule 1.19 shall apply where any variation is proposed. But if any breach of obligation is not remedied within 60 days of its occurrence this shall constitute default of the CVA that cannot be remedied and the supervisor shall petition for a winding up order.
15. **[Windfall.]** Should the company receive or become entitled to any assets / funds which had not been foreseen in the proposal details shall be notified to the Supervisor immediately and such sums shall be paid into the CVA until all costs, creditors' claims and statutory interest have been paid in full. Until costs, claims and statutory interest are paid in full all the company's other obligations under the arrangement shall continue and the payment shall not reduce the amount of contribution due from the company.
16. **[Payments]** The company is to make monthly voluntary contributions as specifically detailed in the proposal.
17. **[Reviews.]** The Supervisor is to conduct a full review every 12 months of the company's business income and expenditure and obtain an increase in voluntary contributions of not less than 50% of any rise in the net income after provision for tax.





**JULIAN CHRISTIAN DESIGNS LIMITED**  
**COMPANY VOLUNTARY ARRANGEMENT**

MEETING OF CREDITORS HELD ON 06 JANUARY 2009

Modifications proposed to the Company Voluntary Arrangement:-

Brooks Bros UK limited (see attached list) - ~~Accepted~~ \ Rejected (please  
delete)

Signed


Michael Tompkins  
Director



**In The Matter of Julian Christian Designs Limited  
(Proposed Company Voluntary Arrangement)**

**Proposed modification required by Brooks Bros. (UK) Limited**

**"For the avoidance of doubt, the Arrangement will be deemed to have failed if, by 31 May 2014, creditors bound by the Arrangement have not received from the Supervisor distributions totalling at least 45p in the £.**



**JULIAN CHRISTIAN DESIGNS LIMITED**

**(PROPOSAL FOR A COMPANY VOLUNTARY ARRANGEMENT)**

**STATEMENT OF CLAIM FORM**

1	Name of creditor.	
2	Address of creditor.	
3	Total amount of claim, including any Value Added Tax and outstanding uncapitalised interest.	£
4	Details of any documents by reference to which the debt can be substantiated.	
5	If amount in 3 above includes outstanding uncapitalised interest please state amount.	£
6	If amount in 3 above includes Value Added Tax please state amount.	£
7	Give details of whether the whole or any part of the claim falls within any (and if so which) categories of preferential claims under section 386 of the Insolvency Act 1986.	
8	Particulars of how and when debt incurred (If you need more space append a continuation sheet to this form).	
9	Particulars of any security held, the value of the security, and the date it was given.	
10	Particulars of any reservation of title claimed in respect of goods supplied to which the claim relates.	
	Signature of creditor or person authorised to act on his behalf  Name in BLOCK LETTERS  Position with or in relation to creditor  Name, address and authority to sign (if other than the creditor himself)	