

**2.17B**

The Insolvency Act 1986

**Statement of administrator's proposals**

Name of Company
A & J Coghlan & Co Limited

Company number
04413103

In the
High Court of Justice, Chancery Division, Leeds District Registry
(full name of court)

Court case number
255 of 2013

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

We (a)  
Christopher Michael White  
The P&A Partnership  
93 Queen Street  
Sheffield  
S1 1WF  
DX 10616 Sheffield

Gareth David Rusling  
The P&A Partnership  
93 Queen Street  
Sheffield  
S1 1WF  
DX 10616 Sheffield

\*Delete as  
applicable

attach a copy of our proposals in respect of the administration of the above company

A copy of these proposals was sent to all known creditors on

(b) 15 April 2013

Signed

  
Joint Administrator

Dated

15 April 2013

**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 researchers of public information

Christopher Michael White  
The P&A Partnership  
93 Queen Street  
Sheffield  
S1 1WF  
DX 10616 Sheffield

0114 2755033

DX Number 10616  
DX Exchange Sheffield

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



A18 17/04/2013 #176  
COMPANIES HOUSE

WEDNESDAY

**IN THE HIGH COURT OF JUSTICE**

**NO 255 of 2013**

**CHANCERY DIVISION**

**LEEDS DISTRICT REGISTRY**

**IN THE MATTER OF A. & J. COGHLAN & CO. LIMITED ("the Company")**

**AND**

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

**STATEMENT OF JOINT ADMINISTRATORS' PROPOSALS  
PURSUANT TO PARAGRAPH 49 OF SCHEDULE B1  
TO THE INSOLVENCY ACT 1986**

**1. INTRODUCTION**

- 1 1 This Statement is made pursuant to Paragraph 49 of Schedule B1 to the Insolvency Act 1986 ("the Act")
- 1 2 Paragraph 49(2) of Schedule B1 to the Act requires this Statement to deal with the matters set out in Rule 2 33(2) of the Insolvency Rules 1986 ("the Rules")
- 1 3 The information provided in sections 2 to 7 of this Statement is made in accordance with Rule 2 33(2) of the Rules

**2. STATUTORY INFORMATION**

Company name	A & J. Coghlan & Co Limited
Registered address	93 Queen Street Sheffield S1 1WF  Formerly - Unit 5B Bridge Way Broom Business Park Chesterfield Derbyshire S41 9QG
Other trading names of the Company.	None
Company number	04413103
Date of incorporation	10 April 2002
Objects	Event Catering
Authorised capital	100 ordinary shares of £1 each
Issued capital	100 ordinary shares of £1 each

Shareholders	Andrew Richard Coghlan - 50 ordinary shares Janet Coghlan - 50 ordinary shares
Debenture holder	None
Directors	Andrew Richard Coghlan Janet Coghlan
Company Secretary	None

### **3. COURT HAVING CONTROL OF ADMINISTRATION PROCEEDINGS AND JOINT ADMINISTRATORS' APPOINTMENT**

- 3 1 The High Court of Justice, Chancery Division, Leeds District Registry is the Court seized of the Administration proceedings. The Court reference number is 255 of 2013.
- 3 2 On 20 February 2013, the directors of the Company filed a Notice of Appointment of Administrators pursuant to Paragraphs 22 and 29 of Schedule B1 to the Act. Christopher Michael White and Gareth David Rusling of The P&A Partnership, 93 Queen Street, Sheffield S1 1WF were appointed Joint Administrators of the Company.
- 3 3 Christopher Michael White and Gareth David Rusling are Insolvency Practitioners licensed by the Insolvency Practitioners Association of Valiant House, 4-10 Heneage Lane, London EC3A 5DQ.
- 3 4 In accordance with Paragraph 100(2) of Schedule B1 to the Act both of the Joint Administrators may exercise any or all of the functions of the Joint Administrators jointly or alone.
- 3 5 It is considered that the EC Regulation on insolvency proceedings will apply and that these proceedings will be the main proceedings as defined in Article 3 of the EC Regulation.
- 3 6 The Joint Administrators of the Company must perform their functions with the purpose of achieving one of the following objectives -
- firstly, rescuing the Company as a going concern,
  - secondly, 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
  - thirdly, realising property in order to make a distribution to one or more secured or preferential creditors.
- 3 7 The first objective of Administration, namely rescuing the existing company as a going concern, could not be achieved due to the extent of its insolvent status.
- 3 8 The second objective of Administration, namely, achieving a better result for the Company's creditors as a whole than would be likely if the Company was wound up without first being in Administration, may be achieved. This however, is entirely dependent upon the level of realisations achieved within the Administration proceedings.
- 3 9 The third objective of Administration cannot be achieved, as there are no secured or preferential creditors in this matter.

#### **4. CIRCUMSTANCES SURROUNDING THE APPOINTMENT OF THE JOINT ADMINISTRATORS**

- 4 1 The information provided in paragraphs 4 2 to 4 5 is based upon the Company records and explanations given by the directors', the accuracy of which the Joint Administrators are unable to vouch for. The Joint Administrators cannot therefore be held personally liable for errors or misstatement of fact contained therein.
- 4 2 The Company was incorporated in April 2002 and traded within the event catering sector offering catering for various events such as weddings and parties. In addition, the Company also operated a cookery school with various different cookery lessons available.
- 4 3 The Company traded from leasehold premises situated at 5B Broom Business Park, Bridge Way, Sheepbridge, Chesterfield wherein the cookery classes took place.
- 4 4 The Company operated a loan account with an associated company, Wineschoppen Limited (The) t/a Barrells and Bottles ("Wineschoppen").
- 4 5 In recent months, the Company received various credits which related to Wineschoppen. However, these were not transferred across to Wineschoppen, resulting in the accumulation of a loan account balance which the Company was unable to discharge.
- 4 6 On this basis, the Company sought independent financial advice from The P&A Partnership regarding its current financial position.

#### **5. STATEMENT OF AFFAIRS**

- 5 1 The directors have not provided the Joint Administrators with a Statement of Affairs. However, they have provided financial information that has enabled an estimated Statement of Affairs to be prepared by the Joint Administrators. This is appended hereto at Appendix A.
- 5 2 Within the Act there are provisions for a fund, called the Prescribed Part, to be set aside for distribution to the unsecured creditors. The fund is calculated on the net realisations of property subject to a floating charge contained in a debenture created on or after 15 September 2003. As no security has been granted over the Company, the above provisions will not apply.

#### **6. EVENTS SUBSEQUENT TO THE APPOINTMENT OF THE JOINT ADMINISTRATORS**

- 6 1 Upon the appointment of the Joint Administrators, a meeting was held at the Company's premises with the directors of the Company to establish the most appropriate way forward to maximise realisations in respect of the Company's assets, for the benefit of the Company's creditors.
- 6 2 Following the meeting, it was resolved that the Joint Administrators would continue to trade the Company's business in the short term to facilitate any possible sale as a going concern.
- 6 3 The Company had no employees. The two cooks that carried out the cookery classes were self-employed and were paid through an associated company, Wineschoppen.
- 6 4 Subsequent to the meeting, Charterfields International Asset Consultants ("Charterfields") were instructed to review the Company's business and assets. During the review, Charterfields established that the Company's assets were nominal and consisted of an order book and goodwill. In addition, there were a number of assets which consisted of kitchen equipment and utensils which we are advised were offered on a free issue basis by suppliers.
- 6 5 The Company's assets were valued by Charterfields in the sum of £5,000 by way of a going concern, with a negligible value based on a cessation of trade basis.

- 6 6 Therefore, Charterfields advised that it would not be cost effective to commence marketing of the business and assets for sale on the open market given the value of the assets involved.
- 6 7 During the period that the Joint Administrators were trading the business, Andrew Coghlan expressed an interest in purchasing the Company's goodwill and order book through a new company, Derbyshire Wine Company Limited ("DWCL").
- 6 8 Therefore, negotiations were entered into with DWCL for the purchase of these assets DWCL offered the sum of £5,000 and Charterfields recommended acceptance of this offer
- 6 9 The Joint Administrators concurred with these recommendations and a sale to DWCL was completed, by way of an invoice, on 28 February 2013 Andrew Coghlan is a common director Payment in respect of this was due in full upon receipt of the invoice
- 6 10 The Joint Administrators have yet to receive the above mentioned funds and are pursuing the outstanding balance
- 6 11 With regard to the Company's premises, these were subject to a lease in the name of Wineschoppen therefore, we do not anticipate any liabilities arising from this source
- 6 12 To date, we have yet to receive any retention of title claims against the Company Given the majority of the assets which relate to the cooking element of the Company are believed to be free issue, we anticipate minimal claims in this matter
- 6 13 Upon the appointment of the Joint Administrators, the Company's records showed one debt totalling £3,281 We have been advised by the Company that the sum of £1,946 has been paid previously leaving a balance outstanding of £1,335
- 6 14 Upon the Joint Administrators' appointment, there was an element of cash at bank in the Company's two bank accounts We have written to each respective bank requesting the transfer of the credit balances they hold
- 6 15 In addition to the above, the Joint Administrators will also be carrying out investigations into the inter-company trading position between the Company and Wineschoppen Any developments in this particular matter will be reported to creditors in due course
- 6 16 Shown below is a summary of the Joint Administrators' Receipts and Payments covering the period between 20 February 2013 to 4 April 2013

	Joint Administrators' Statement of Affairs (£)	Actual (£)
<b>RECEIPTS</b>		
Goodwill & Order Book	5,000	-
Book Debts	1,335	-
Cash at Bank – Natwest & Co-op	26,900	-
		-
<b>PAYMENTS</b>		
No transactions		-
		-
Balance in Hand		-

- 6 17 Attached at Appendix B is a SIP 9 time analysis showing time costs to date totalling £13,463 A guide to the fees, expenses and disbursements charged by The P&A Partnership is attached to this document A

Creditors' Guide to Fees is available and provides explanations of creditors' rights. This can be accessed via the Internet at [www.thepandapartnership.com/resources](http://www.thepandapartnership.com/resources) or alternatively a copy can be requested by telephoning The P&A Partnership Help Desk +44 (0)114 275 5033

## **7. JOINT ADMINISTRATORS' PROPOSALS TO ACHIEVE THE PURPOSE OF THE ADMINISTRATION**

7.1 The Joint Administrators make the following proposals for achieving the purpose set out in Paragraph 3 of Schedule B1 to the Insolvency Act 1986

7.1.1 they continue to wind down the business in an orderly manner and realise the assets of the Company, in such a manner as they consider expedient with a view to 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),

7.1.2 in addition, they do all other things and generally exercise all their powers as Joint Administrators as they in their discretion consider desirable or expedient in order to achieve the purpose of the Administration, to protect and preserve the assets of the Company or maximise the realisation of those assets in the interests of the Company's creditors as a whole,

7.1.3 a creditors' committee be established,

7.1.4 if a creditors' committee is established it is for them to determine on what basis the Joint Administrators are to be remunerated,

7.1.5 The basis of remuneration may be fixed as one or more of the following basis

- On a time cost basis by reference to the time properly given by the insolvency practitioner and their staff,
- As a percentage of the value of assets realised and/or distributed,
- As a set amount,
- Or any combination of the above

7.1.6 Where no creditors' committee is appointed the remuneration of the Joint Administrators shall be fixed by reference to the time properly given by the Joint Administrators and their staff in attending to matters arising in the Administration to be determined by the rates applied by the firm of The P&A Partnership for work of this nature from time to time;

7.1.7 If there are no funds to distribute to the unsecured creditors the approval of the Joint Administrators remuneration will fall upon each secured creditor of the company or where a distribution is made or proposed to the preferential creditors, with the approval of each secured creditor and the preferential creditors whose debts amount to more than 50% of the preferential debts, disregarding those preferential creditors who do not respond to an invitation to give or withhold approval,

7.1.8 the Administrators will be authorised to pay the costs (fees and expenses) of the Appointor in connection with the appointment of the Administrators and any other person in giving notice of intention to appoint Administrators, in accordance with the order of priority scheduled in Rule 2.67 the Rules,

7.1.9 the Joint Administrators may seek an extension of the Administration period if necessary,

7.1.10 the Joint Administrators may from time to time draw fees on account of their remuneration based on the method of calculation set out above,

7 1 11 the Joint Administrators are to be reimbursed for any expenses or necessary disbursements properly charged or incurred in the course of carrying out their duties in this matter. These expenses include category one disbursements of legal and agents' fees and redirection of mail and category two disbursements including mileage at "AA" rate, meeting room hire, photocopying, stationery, postage, storage of the Company's books and records on a commercial basis within the Joint Administrators' storage facility and any other costs appertaining to the conduct of this Administration. Such expenses or disbursements are to be paid from the assets of the Company, and

7 1 12 upon completion of the proposals at 7 1.1 and 7 1.2 above and upon the settlement of the Administration expenses and liabilities, the Joint Administrators propose that they file the requisite notice pursuant to Paragraph 83 of Schedule B1 to the Act to ensure that the Company is placed into Creditors Voluntary Liquidation so as to facilitate any distribution to the creditors of the Company. It is further proposed that Christopher Michael White and Gareth David Rusling be appointed as Joint Liquidators of the Company. In accordance with Section 231 of the Act, should the nominated Liquidators be appointed, they may exercise any or all of the functions of the Joint Liquidators, jointly or alone

Creditors should note that in accordance with Paragraph 83(7)(a) of Schedule B1 to the Act and Rule 2.117A(2)(b) of the Rules, they may nominate a different person as the proposed Liquidator, provided that the nomination is made after receipt of these proposals and before the proposals are approved,

7 1 13 or, if the Joint Administrators at any time conclude that the Company's property is insufficient to permit any or further distributions to its creditors, then the Joint Administrators will seek the dissolution of the Company pursuant to Paragraph 84 of Schedule B1,

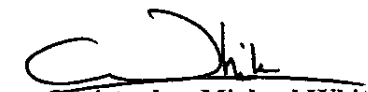
7 1 14 The Company's affairs will continue to be managed by the Joint Administrators and their agents and such management will be financed from the realisation of the Company's assets within the Administration,

7 1 15 Upon the Company either proceeding into Creditors Voluntary Liquidation or dissolution as set out above, the Joint Administrators' discharge from liability, pursuant to Paragraph 98 of Schedule B1, shall take effect either upon the passing of the resolution winding up the Company or upon the dissolution of the Company, as appropriate

## **8. FUTURE REPORTING**

8 1 The Joint Administrators are required to provide a progress report within one month of the expiry of the first six months of the Administration

Dated this 15<sup>th</sup> day of April 2013



**Christopher Michael White**  
**Joint Administrator**  
**Acting as agent of the Company**  
**without personal liability**

**A. & J. COGHLAN & CO. LIMITED – IN ADMINISTRATION**

**APPENDIX A**

**JOINT ADMINISTRATORS ESTIMATED STATEMENT OF AFFAIRS**

Please note that the list of unsecured creditors included with the Joint Administrators' estimated Statement of Affairs has been prepared using the information contained within the Company's books and records as at the date of the Joint Administrators' appointment. The Joint Administrators are not responsible for any inaccuracies contained within this list of creditors.

Any creditor whose details were not contained within the Company's books and records, but has subsequently advised the Joint Administrators of a claim against the Company, will be shown in the creditors' list as being owed a nil balance.

All creditors are reminded to complete and return the enclosed Proof of Debt Form in order to formally lodge their claim as an unsecured creditor of the Company.



Insolvency Act 1986

A & J Coghlan & Co Limited  
Estimated Statement Of Affairs as at 20 February 2013

	Book Value £	Estimated to Realise £	£
<b>ASSETS</b>			
Goodwill & Order Book	5,000 00	5,000 00	
Book Debts	3,281 00		1,335 00
Cash at Bank - Natwest & Co-op	26,900 00		26,900 00
			<u>28,235 00</u>
<b>LIABILITIES</b>			
<b>PREFERENTIAL CREDITORS -</b>			<u>NIL</u>
			28,235 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>
			28,235 00
Estimated prescribed part of net property where applicable (to carry forward)			<u>NIL</u>
			28,235 00
<b>DEBTS SECURED BY FLOATING CHARGE POST 15 SEPTEMBER 2003</b>			
			<u>NIL</u>
			28,235 00
Estimated prescribed part of net property where applicable (brought down)			<u>NIL</u>
			28,235 00
<b>Unsecured non-preferential claims (excluding any shortfall to floating charge holders)</b>			
Trade & Expense Creditors		647 00	
Euro Account - Kynsman		174,000 00	
			<u>174,647 00</u>
Estimated deficiency/surplus as regards non-preferential creditors (excluding any shortfall in respect of F C's post 14 September 2003)			<u>(146,412 00)</u>
			(146,412 00)
<b>Issued and called up capital</b>			
Ordinary Shareholders		100 00	
			<u>100 00</u>
<b>TOTAL SURPLUS/(DEFICIENCY)</b>			<u><u>(146,512 00)</u></u>

**A. & J. COGHLAN & CO. LIMITED – IN ADMINISTRATION**

**APPENDIX B**

**SIP 9 TIME COST ANALYSIS**

C347213

A. &amp; J. Coghlan &amp; Co. Limited

**SIP 9 - Time & Cost Summary**

Period 20/02/13 15/04/13

## Time Summary

Hours						Time Cost (£)	Average hourly rate (£)
Classification of work function	Partner	Manager	Other Senior Professionals	Assistants	Total Hours		
Administration & planning	2 50	7 00	10 80	4 00	24 30	4,827 80	198 67
Investigations	0 50	0 00	0 10	0 00	0 60	186 60	311 00
Realisations of assets	4 50	7 20	0 60	0 00	12 30	3,278 10	266 51
Trading	0 00	5 70	0 00	0 00	5 70	1,311 00	230 00
Creditors	0 90	12 30	0 90	1 80	15 90	3,374 40	212 23
Case specific matters	0 00	1 00	0 90	0 20	2 10	484 90	230 90
Pre Sip9 Time Recording	0 00	0 00	0 00	0 00	0 00	0 00	0 00
Total Hours	8 40	33 20	13 30	6 00	60 90	13,462 80	221 06
Total Time Cost (£)	2,814 00	7,868 50	2,540 30	240 00			

## Rule 2.35

## Notice of a meeting of Creditors

Name of Company

A &amp; J Coghlan &amp; Co Limited

Company number

04413103

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

(full name of court)

Court case number  
255 of 2013(a) Insert full name(s)  
and address(es) of  
administrator(s)Notice is hereby given by (a)  
Christopher Michael White  
The P&A Partnership  
93 Queen Street  
Sheffield  
S1 1WF  
DX 10616 SheffieldGareth David Rusling  
The P&A Partnership  
93 Queen Street  
Sheffield  
S1 1WF  
DX 10616 Sheffield(b) Insert full name and  
address of registered  
office of the companythat a meeting of creditors of (b)  
A & J Coghlan & Co Limited  
93 Queen Street  
Sheffield  
S1 1WF(c) Insert details of place  
of meeting

is to be held at (c) 93 Queen Street, Sheffield S1 1WF

(d) Insert date and time  
of meeting

on (d) 1 May, 2013 at 3 00 p m

The meeting is

\*Delete as applicable

\*(1) an initial creditors' meeting under paragraph 51 of Schedule B1 to the Insolvency Act 1986 ('the schedule')

~~\*(2) an initial creditors' meeting requested under paragraph 52(2) of the Schedule~~

~~\*(3) to consider revisions to my proposals under paragraph 54(2) of the Schedule~~

~~\*(4) a further creditors' meeting under paragraph 56 of the Schedule~~

~~\*(5) a creditors' meeting under paragraph 62 of the Schedule~~

I invite you to attend the above meeting

A proxy form is enclosed which should be completed and returned to me by the date of the meeting if you cannot attend and wish to be represented

In order to be entitled to vote under Rule 2.38 at the meeting you must give to me, not later than 12 00 hours on the business day before the day fixed for the meeting, details in writing of your claim

Signed



Joint / Administrator(s)

Dated

15/4/13

\*Delete as applicable

A copy of the \*proposals/ ~~revised proposals~~ is attached

## ENTITLEMENT TO VOTE

### RULE 2.38 (RELEVANT PARAGRAPHS)

2 38 - (1) Subject as follows, at a meeting of creditors in administration proceedings a person is entitled to vote only if.

- (a) he has given to the administrator, not later than 12 00 hours on the business day before the day fixed for the meeting, details in writing of the debt which:
  - (i) he claims to be due to him from the company; or
  - (ii) in relation to a member State liquidator, is claimed to be due to creditors in proceedings in relation to which he holds office;
- (b) the claim has been duly admitted under Rule 2 39 or this Rule; and
- (c) there has been lodged with the administrator any proxy which he intends to be used on his behalf;

and details of the debt must include any calculation for the purposes of Rules 2 40 to 2 42.

- (2) The chairman of the meeting may allow a creditor to vote, notwithstanding that he has failed to comply with paragraph (1)(a), if satisfied that the failure was due to circumstances beyond the creditor's control
- (3) The chairman of the meeting may call for any document or other evidence to be produced to him, where he thinks it necessary for the purpose of substantiating the whole or any part of the claim
- (4) Votes are calculated according to the amount of a creditor's claim as at the date on which the company entered administration, less any payments that have been made to him after that date in respect of his claim and any adjustment by way of set-off in accordance with Rule 2 85 as if that Rule were applied on the date that the votes are counted.
- (5) A creditor shall not vote in respect of a debt for an unliquidated amount, or any debt whose value is not ascertained, except where the chairman agrees to put upon the debt an estimated minimum value for the purpose of entitlement to vote and admits the claim for that purpose
- (6) No vote shall be cast by virtue of a claim more than once on any resolution put to the meeting.

(7) Where

- (a) a creditor is entitled to vote under this Rule and Rule 2 39;
- (b) has lodged his claim in one or more sets of other proceedings;  
and
- (c) votes (either in person or by proxy) on a resolution put to the meeting, and
- (d) the member State liquidator casts a vote in respect of the same claim,

only the creditor's vote shall be counted

(8) Where

- (a) a creditor has lodged his claim in more than one set of other proceedings; and
- (b) more than one member State liquidator seeks to vote by virtue of that claim,

the entitlement to vote by virtue of that claim is exercisable by the member State liquidator in main proceedings, whether or not the creditor has lodged his claim in the main proceedings.

- (9) For the purposes of paragraph (6), the claim of a creditor and any member State liquidator in relation to the same debt are a single claim.
- (10) For the purposes of paragraphs (7) and (8), "other proceedings" means main proceedings, secondary proceedings or territorial proceedings in another member State

## ENQUIRY INTO COMPANY'S INSOLVENCY

COMPANY: A. &amp; J. COGHLAN &amp; CO. LIMITED

<b>Creditor's name and address</b>	
<b>Estimated Claim</b>	<b>£</b>
<b>What was the authorised credit limit?</b>	<b>£</b>
<b>If the estimated claim exceeds the credit limit, on what basis or terms was the credit increased?</b>	
<b>Please provide details of any comfort, security or assurance given to you to allow continuance of credit.</b>	
<b>When were you first aware that there were difficulties in getting payment and what was the evidence of this?</b>	
<b>Please provide details, including dates, of any writs, summons, decrees or other legal action you took to recover your debt.</b>	
<b>Please provide details of any cheques which were dishonoured, including dates and amounts.</b>	
<b>Are there any particular matters you feel should be reviewed? If so, please provide brief details.</b>	

Please use continuation sheet if necessary

Name . . . . . Date . . . . .

Signature . . . . . Position . . . . .

Our Ref C347213/ADM0808a/22/CD/KK

## Proxy (Administration)

**Case: A. & J. Coghlan & Co. Limited**

Name of Creditor \_\_\_\_\_

Address \_\_\_\_\_

Name of Proxy Holder

Please insert name of person  
(who must be 18 or over) or  
the Chairman of the Meeting  
If you wish to provide for  
alternative proxy holders in  
the circumstances that your  
first choice is unable to attend  
please state the name(s) of the  
alternatives as well

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

Please delete words in  
brackets if the proxy holder is  
only to vote as directed i.e. he  
has no discretion

I appoint the above person to be my/the creditor's proxy holder at the meeting of creditors to be held on 1 May 2013, or at any adjournment of that meeting. The proxy holder is to propose or vote as instructed below (and in respect of any resolution for which no specific instruction is given, may vote or abstain at his/her discretion)

## Voting Instructions for resolutions

\*Please delete as appropriate

1 For the acceptance/rejection\* of the administrator's proposals/revised proposals\* as circulated

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2 For the appointment of

\_\_\_\_\_  
\_\_\_\_\_

of

representing \_\_\_\_\_

as a member of the creditors' committee

This form must be signed

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name in CAPITAL LETTERS \_\_\_\_\_

Only to be completed if the  
creditor has not signed in  
person

Position with creditor or relationship to creditor or other authority for signature

\_\_\_\_\_  
\_\_\_\_\_

Remember there may be resolutions on the other side of this form



## PROOF OF DEBT FORM

**Case: A. & J. Coghlan & Co. Limited**

**Code: C347213/CD/KK/31**

**Creditor Code:**

**Claim:**

**Date Entered:**

**By Whom:**

**For P&A Use Only**  
(complete in red ink)

1/	Name of Creditor	
2/	Address of Creditor  Telephone No	
3/	Your Reference	
4/	Total amount of claim , <b>excluding</b> any Value Added Tax (See note at the foot of the page)	VAT Inclusive    £ VAT                    £ VAT Exclusive    £
5/	Details of any documents by reference to which the debt can be substantiated (Note The duly appointed Insolvency Practitioner may call for any document or evidence to substantiate the claim at his discretion )	
6/	Give details of whether the whole or any part of the debt falls within any (and if do which) of the categories of preferential debts under Section 386 of, and schedule 6 to, the Insolvency Act 1986 (as read with schedule 3 to the Social Security Pensions Act 1975)	Category  Amount(s) claimed as Preferential
7/	Particulars of how and when the debt was incurred	
8/	Particulars of any security held, the value of the security, and the date it was given	
9/	Signature of creditor or the person authorised to act on his behalf  Name in BLOCK LETTERS  Position with or relation to creditor	-----  -----  -----

*Note Creditors may claim VAT Bad Debt Relief from H M Revenue & Customs six months after the date of invoice providing that the debt has been written-off in their accounts*

## Creditors Guide to the Fees, Expenses and Disbursements charged by The P&A Partnership

### Rates applicable from the 1<sup>st</sup> January 2013

#### Details of Insolvency Practitioners Licensing Bodies

John Russell, Brendan Ambrose Guilfoyle, Andrew Philip Wood, Christopher Michael White, Gareth David Rusling, Steven Edward Butt and Ashleigh William Fletcher are all licensed by the Insolvency Practitioners Association of Valiant House, 4-10 Heneage Lane, London, EC3A 5DQ Philip Andrew Revill is licensed by the Institute of Chartered Accountants of England & Wales of Silbury Court, 412/416 Silbury Boulevard, Milton Keynes, MK9 2AF Derek Ewan Simpson is licensed by The Institute of Chartered Accountants of Scotland of CA House, 21 Haymarkets Yard, Edinburgh EH12 5BH

#### Insolvency Practitioners Fees

The Insolvency Rules 1986 entitles the Insolvency Practitioner to receive remuneration for his services and sets out the basis of how such remuneration shall be fixed which includes a percentage of the assets realised and monies distributed to creditors, a set amount, by reference to the time properly given by the office holders, their partners and staff in attending to matters arising, or one or more of the above bases and different basis may be fixed for different things Where it has been agreed by resolution of the secured creditors, a creditor's committee or creditors generally, that the office holders remuneration will be calculated by reference to a time basis, then such remuneration will be calculated in units of 6 minutes at the following hourly standard rates -

Grade	Total Hourly Standard Rates £	Total Hourly Complex Rates £
Partners/Associate	335-450	495 - 600
Partners & Directors		
Senior Manager & Managers	230-305	320 - 440
Administrators	191-230	
Assistants	40-191	

These are our current hourly charge out rates and are exclusive of value added tax Rates are reviewed annually and creditors will be advised of any alteration thereto In cases of exceptional complexity or risk, the insolvency practitioner reserves the right to obtain authority from the secured creditors, creditor's committee or the creditors generally, that their remuneration on such time as is agreed shall be charged on the above higher hourly complex rate

#### Debt Collection, Contested Asset Recovery and Related Services

Contested debt collection will be referred to P&A Receivables Services PLC, an associated company of The P&A Partnership and its dedicated legal firm James Peters & Co The fees of P&A Receivables Services PLC shall be charged by reference to the time properly given by their staff, such fees will be calculated in units of 6 minutes at the hourly rate of £80 P&A Receivables Services PLC may also be used to recover items such as plant and machinery, to locate debtors and to serve documents The fees for work of this nature will be calculated in accordance with P&A Receivables Services PLC's standard rates James Peters & Co fees will be charged by reference to time costs properly incurred, calculated in 6 minute units at an hourly rate of between £111 and £217, plus their disbursements These fees are in accordance with the guideline rates for summary assessment of costs following consultation between the legal profession and the Designated Civil Judge and are typical of legal firms in this geographical area

#### Expenses and Disbursements

The payment of Category 1 disbursements will be a charge against the estate to recover the actual cost of the disbursement paid out in respect of the administration of the estate A separate amount will be charged by way of an expense to recover the cost of Category 2 disbursements for services provided by the insolvency practitioner's firm Category 2 disbursements will include storage of company's books and records at the insolvency practitioner's own storage facility The books and records will be stored in banker's boxes and a storage fee will be charged at the rate of £7 50 per box per month This charge covers the transportation of records from the company's premises, storage, retrieval of books and records in storage for administration purposes and the destruction of such books and records after the first anniversary of the completion of the insolvency administration The recharge for company searches and electronic identification procedures for all new clients will depend on the documentation requested The charges will be £10 per set of financial accounts, £5 for an annual return, £5 for a mortgage summary, £10 for a company report, £35 for the Memorandum and Articles of Association, £15 for credit references, £5 for any other documents and £15 for electronic verification searches These charges reflect the insolvency practitioners costs to cover the administration costs of collating the information in addition to the direct costs in obtaining the documents An annual fee of £175 will be charged on corporate matters for the maintenance of the company's registered office at our office addresses The charge for the use of meeting rooms will be a flat rate of £100 per meeting or £150 in our London premises This includes where requested, the use of computer and media facilities Travelling by motor vehicle on business for the administration of the insolvency will be charged to the estate per mile at the appropriate rate currently published by the "AA" for the type of vehicle and engine size used All circulars will be sent out by first class post and the actual postage costs will be charged as an expense to the estate In respect of circulars, stationery and photocopying will be charged out at the rate of 50p per letterhead, 25p per copy paper or facsimile, 09p per proxy form, 09p creditor's guide, 20p large envelope, 18p small envelope, 16p address labels No charge will be made in respect of individual letters relating to the administration of the estate as the costs of these disbursements are reflected in the hourly rate The charges stated above are subject to small annual increments and creditors will be advised of these with future circulars

#### Introduction to Lending Sources

The P&A Partnership may make referrals to P&A Lender Services Ltd ('PALS') being an associated company PALS and its authorised representatives are not authorised under the Financial Services and Markets Act 2000 or by the Financial Services Authority to provide specific investment advice but they may be able to introduce funding seeking parties ('FSP's') to one or more reputable lending services ('Lender')

In such circumstances where any party associated with the referral is subsequently subject to any formal insolvency procedure and the Partners of The P&A Partnership are appointed office holders in relation to any formal insolvency, then any arrangement fees or commissions or payments becoming due to PALS (if any) from any Lender in respect of the acquisition or future trading of the business and assets of the insolvent party, will be paid into the realisation fund in the formal insolvency for the benefit of creditors

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