Form 14



Rule 1.29/1 54

The Insolvency Act 1986

Notice to Registrar of Companies of Completion or Termination of Voluntary Arrangement

Pursuant to Rule 1.29 or Rule 1.54 of the Insolvency Rules 1986

R.1.29/ R.1.54

For Official Use

To the Registrar of Companies

Company Number 05109923

Name of Company

KNB Contracts Limited

(b) Insert full name and Address

(a) insert full name of

I/We John A Lowe 009513 2 Merus Court Meridian Business Park Leicester **LE19 1RJ**

Mary Anne Currie-Smith 009513 First Floor 24 High Street Maynards Whittlesford Cambridge **CB22 4LT**

(c) Insert date

(d) Delete as applicable

the supervisors of a voluntary arrangement which took effect on (c) 17 January 2011, enclose a copy of our notice to the creditors and members of the above-named company that the voluntary arrangement has terminated (d), together with a report of our receipts and payments

Signed

26/10/15

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

KN006CVA Begbies Traynor (Central) LLP 3rd Floor Temple Point 1 Temple Row Birmingham

For Official Use

Liquidation Section

Post Room





A21

05/11/2015 COMPANIES HOUSE #138



LEICESTER COUNTY COURT No 1291 of 2010

John A Lowe and Mary Anne Currie-Smith appointed joint supervisors on 17 January 2011

KNB Contracts Limited (Company Voluntary Arrangement)

Joint Supervisors' Final Report pursuant to Rule 1.29 of The Insolvency Rules 1986

Period: 17 January 2011 to 26 October 2015

Important Notice

This final report has been produced by the Supervisors solely to comply with their statutory duty to report to creditors and members on the progress to the conclusion of the Voluntary Arrangement. The report is private and confidential and may not be relied upon, referred to, reproduced or quoted from, in whole or in part, by creditors or members for any purpose other than this report to them, or by any other person for any purpose whatsoever

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1. INTERPRETATION

Expression	Meaning
"the Company"	KNB Contracts Limited (Under a Voluntary Arrangement)
"the Supervisors" / "we/us/our"	John A Lowe of Begbies Traynor (Central) LLP, 2 Merus Court, Meridian Business Park, Leicester, LE19 1RJ and Mary Anne Currie-Smith of Begbies Traynor (Central) LLP, 1st Floor, 24 High Street, Whittlesford, Cambridgeshire, CB22 4LT
"the Arrangement"	The terms of the Proposal, Standard Conditions and any modifications (and/or variations) agreed by the Company's creditors
"the Act"	The Insolvency Act 1986 (as amended)
"the Rules"	The Insolvency Rules 1986 (as amended)
"secured creditor" and "unsecured creditor"	Secured creditor, in relation to a company, means a creditor of the company who holds in respect of his debt a security over property of the company, and "unsecured creditor" is to be read accordingly (Section 248(1)(a) of the Act)
"secunty"	(i) In relation to England and Wales, any mortgage, charge, lien or other security (Section 248(1)(b)(i) of the Act), and
	(ii) In relation to Scotland, any security (whether heritable or moveable), any floating charge and any right of lien or preference and any right of retention (other than a right of compensation or set off) (Section 248(1)(b)(ii) of the Act)

2. RELEVANT INFORMATION

Name of Company	KNB Contracts Limited
Trading name(s)	n/a
Date of Incorporation	23 April 2004
Company registered number	05109923
Company registered office	15 Foxglove Road East Hamilton Leicester LE5 1TD
Commencement date of the Arrangement	17 January 2011
Duration of the Arrangement	63 months

Main provisions of the Arrangement

- Minimum contributions of £1,250 per month

Maximum arrangement time of 63 months

Minimum dividend of 55p/£

Directors foan account excluded for dividend purposes

Variations to the Arrangement since approval

No variation to the arrangement since approval

Dividend(s) paid to creditors

A dividend of £5,000 was paid to the sole creditor. No further dividend will be paid

3. INTRODUCTION

- We are in a position to issue notice of termination of the Arrangement which confirms the conclusion of the Company's Voluntary Arrangement Please find the relevant notice enclosed with this report
- Rule 1 29(2) of the Rules requires that on final completion or termination of the Arrangement, we are to send a report to the creditors and members of the Company who are bound by the Arrangement summarising all receipts and payments made by us in pursuance of the Arrangement. We are also required to explain any departure from the Proposal as it originally took effect or explain the reasons why the Arrangement has terminated

4 FINAL REPORT

- This is our final report. It gives an overview of the work undertaken and realisations made over the entire course of the Arrangement.
- This report should be read in conjunction with the Proposal and our Progress Reports issued on 16 January 2012, 16 January 2013, 16 January 2014 and 16 January 2015

5. RECEIPTS AND PAYMENTS ACCOUNT

Please find at Appendix 1 an account which shows all of the receipts and payments during the course of the Arrangement. It also shows the receipts and payments since our last progress report so that creditors and members are aware of sums received into and paid out of the Arrangement during that period. We have set out below an explanation of those receipts and payments.

5.2 Receipts

5 2 1 Voluntary Contributions of £1,250/month

The Company has made contributions totalling £23,750 during the course of the CVA with none being made in the period covered by this report. At the date the CVA was terminated the Company was 39 months in arrears. Default arose from a number of offsets and VAT refund retentions by HMRC which inhibited the Company's cashflow. HMRC conducted a review into this matter and concluded that these offsets were correct and proper leaving the Company in no position to continue in the agreement, the time taken to resolve this matter has led to the extensive arrears period.

53 Payments

531 Legal Fees

The sum of £2,478 56 has been paid to Shakespeares Legal LLP for the costs associated with filing a winding up petition against the Company

- 6. REVIEW OF THE ARRANGEMENT AND THE COMPANY'S COMPLIANCE WITH THE TERMS APPROVED BY CREDITORS INCLUDING DIVERGENCE FROM THE TERMS OF THE PROPOSAL
- 6 1 You will recall that the terms of the Arrangement as modified provided for the following
- 6 2 **Voluntary contributions of £1,250/month** The Company has made contributions totalling £23,750 At the date of termination the contributions were in arrears by 39 months. The reasons for this have been communicated in previous reports

This default has arisen as a result of uncertainty surrounding a number of offsets and VAT refund retentions by HM Revenue and Customs which have impacted the Company's cashflow, the director has advised they that are unable to continue to make payments into the CVA due to this For various reasons and internal changes within HM Revenue & Customs there was a significant delay before an investigation into this matter was undertaken. The investigation concluded that there were no refunds due to the Company. This position is still disputed by the director.

- Review of trading performance The Company undertook a number of projects across Europe and the Middle East during the period of the CVA. Detailed management accounts were not prepared on a regular basis due to the director's absence from the country for extended periods whilst participating in these projects. It was apparent from informal updates however that trading performance was behind forecast but with reasonable expectation of improvement, supported by resolution of the tax refunds.
- Ovidends to be issued annually on 31 January The proposals provide for an annual dividend payment by 31 January Pursuant to Clause 23(c)(ii) of the Standard Terms & Conditions (which were enclosed with the original proposals) states that "No creditor shall be entitled to receive any payment or dividend from the Supervisor or any other person under the terms of the Arrangement unless the Supervisor has admitted his claim for the purpose of participation in any payment or dividend under the Arrangement". Due to the issues explained above the claim of the sole creditor had not been finalised at the date of termination.
- 6.5 Post approval returns and liabilities The arrangement states that all returns and payments due to HMRC following approval are to be provided within the prescribed statutory time limits. To the best of our knowledge the Company have complied with this to date subject to the dispute mentioned above.
- 6 6 Termination The arrangement has been terminated as the Company was severely in breach of it's agreement to make contributions into the arrangement of £1,250 per month. As explained above there has been an ongoing issue with regards to withheld VAT refunds that has hindered the Company's cashflow. Following the outcome of the investigation and a meeting with the joint supervisor, the director concluded that the Company was not in a position to bring the arrears up to date or to continue to challenge the decision and consequently steps were taken to file a winding up petition.

OUTCOME FOR CREDITORS

- The sum owed to creditors at the date of our appointment was £104,540 48 however £15,000 excluded for dividend purposes being the monies due to the director under his loan account. The Company's accountants also withdrew their claim as they continued to provide accountancy and support services to the Company leaving remaining claims of estimated £86,602 98. The sole remaining creditor's claim was not finalised however.
- 7 2 A dividend of £5,000 was paid to the sole creditor
- 7 3 There will be no further dividend available for creditors as the funds in this case have been expunged by the legal costs of filing a winding up petition

8 SUPERVISORS' DISBURSEMENTS

REMUNERATION

AND

- The Supervisors' remuneration has been fixed by reference to the time properly given by them (as Supervisors) and the various grades of their staff calculated at the prevailing hourly charge out rates of Begbies Traynor (Central) LLP for attending to matters arising in the Arrangement, however the Supervisors' fees have been limited to £15,000. They are also authorised to draw disbursements, including disbursements for services provided by their firm (defined as category 2 disbursements in Statement of Insolvency Practice 9) in accordance with their firm's policy, details of which are attached at Appendix 2 of this report, the Supervisors disbursements are limited to £620.
- Our time costs for the period from our time costs for the period from 17 January 2015 to 26 October 2015 amount to £5,753 00 which represents 27 9 hours at an average rate of £206 20 per hour. An analysis of time costs incurred in this period and prepared in accordance with Statement of Insolvency Practice 9 is attached at Appendix 2 showing the number of hours spent by each grade of staff on the different types of work involved in the case, and giving the average hourly rate charged for each work type. The Time Costs Analysis is accompanied by a narrative explaining the work undertaken during the period of the analysis. It is intended that the Time Costs Analysis, narrative of time costs and the information contained in this report will provide sufficient information to enable the body responsible for the approval of our fees to consider the level of those fees in the context of the case.
- 8 3 Since the date of our last progress report dated 16 January 2015 we have drawn the sum of £2,500 00 by way of remuneration
- We confirm that since the Commencement Date of the Arrangement we have drawn the total sum of £12,000 00 plus VAT by way of remuneration plus disbursements of £135 00. These are our fees and disbursements for the entire administration of the Arrangement. An analysis of time costs incurred for the entire duration of the Arrangement and prepared in accordance with Statement of Insolvency Practice 9 is attached at Appendix 2 showing the number of hours spent by each grade of staff on the different types of work involved in the case, and giving the average hourly rate charged for each work type. A narrative of time costs has been provided in relation to the time spent on administering the Arrangement in each of our previous progress reports.
- The following further information in relation to our time costs and disbursements is set out at Appendix 2
- 8 5 1 Begbies Traynor (Central) LLP's policy for re-charging disbursements
- 8 5 2 Begbies Traynor (Central) LLP's charge-out rates

- Creditors will recall that our remuneration was estimated in the Company's Proposal at £25,000, this however was restricted by modification to be limited to £15,000
- As will be seen from the information above and that contained at Appendix 2 our total remuneration is within the estimate provided
- A copy of 'Voluntary Arrangements A Creditors' Guide to Insolvency Practitioners' Fees (E&W) 2010' which provides guidance on creditors' rights can be obtained online at www.begblestraynor.com/creditorsguides Alternatively, if you require a hard copy of the Guide, please contact our office and we will arrange to send you a copy

CONCLUSION

There are no further comments that the joint supervisors consider relevant.

10. VACATION OF OFFICE

In accordance with Rule 1 29(3) we must not vacate the office of Supervisor until we have sent a copy of the notice of termination of the Arrangement and a copy of this report to the Registrar of Companies and the Court. We confirm that we have done so today as a result of which we will be ceasing to act as Supervisors today.

John A Lowe Joint Supervisor

Dated 26 October 2015

JOINT SUPERVISORS' ACCOUNT OF RECEIPTS AND PAYMENTS

Period 17 January 2011 to 26 October 2015 along with an account for the period 17 January 2015 to 26 October 2015

KNB Contracts Limited (Under a Voluntary Arrangement)

Summary of Receipts & Payments

RECEIPTS	Statement of Affairs (£)	From 17/01/2011 To 16/01/2015 (£)	From 17/01/2015 To 26/10/2015 (£)	Total (£)
Debtor Contributions		23,750 00	0 00	23,750 00
Tax Refund		2,410 56	0 00	2,410 56
		26,160 56	0 00	26,160 56
PAYMENTS				
Office Holders Fees		9,500 00	2,500 00	12,000 00
Office Holders Expenses		135 00	0 00	135 00
Nominees Fees		5,000 00	0 00	5,000 00
Nominees Expenses		50 00	0 00	50 00
Legal Fees		50 00	2,320 80	2,370 80
Irrecoverable VAT		0 00	1,604 76	1,604 76
Trade & Expense Creditors		5,000 00	0 00	5,000 00
		19,735 00	6,425 56	26,160 56
Net Receipts/(Payments)		6,425 56	(6,425 56)	0 00
MADE UP AS FOLLOWS				
		0 00	0 00	0 00

JOINT SUPERVISORS' TIME COSTS AND EXPENSES

- a Begbies Traynor (Central) LLP's policy for re-charging expenses/disbursements,
- b Begbies Traynor (Central) LLP's charge-out rates,
- c Narrative summary of time costs incurred,
- d Table of time spent and charge-out value for the period from 17 January 2015 to 26 October 2015
- e Cumulative table of time spent and charge-out value for the period from 17 January 2011 to 26 October 2015

BEGBIES TRAYNOR CHARGING POLICY

INTRODUCTION

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

Where the office holder's remuneration is proposed to be fixed on an additional or alternative basis, sufficient information will be provided to creditors in order to allow them to consider whether to approve the proposed basis or bases of the office holder's remuneration. Following approval further information will be provided to creditors regarding the office holder's fees as required by the legislation and best practice guidance.

In addition, this note applies where creditor approval is sought to make a separate charge by way of expenses or disbursements to recover the cost of facilities provided by the firm and also where payments are to be made to outside parties in which the office holder or his firm or any associate has an interest. Best practice guidance² requires that such charges should be disclosed to those who are responsible for approving the office holder's remuneration, together with an explanation of how those charges are calculated

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

The office holder has overall responsibility for the administration of the estate. He/she will delegate tasks to members of staff. Such delegation assists the office holder as it allows him/her to deal with the more complex aspects of the case and ensures that work is being carried out at the appropriate level. There are various levels of staff that are employed by the office holder and these appear in Appendix 3.

The firm operates a time recording system which allows staff working on the case along with the office holder to allocate their time to the case. The time is recorded at the individual's hourly rate in force at that time which is detailed in Appendix 3. This is only applicable to those cases where the office holder is remunerated on a time costs basis.

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

Best practice guidance classifies expenses into two broad categories

- Category 1 disbursements (approval not required) specific expenditure that is directly related to the case usually referable to an independent external supplier's invoice. All such items are charged to the case as they are incurred.
- Category 2 disbursements (approval required) items of incidental expenditure directly incurred on the case which include an element of shared or allocated cost and which are based on a reasonable method of calculation
 - (A) The following items of expenditure are charged to the case (subject to approval)
 - Internal meeting room usage for the purpose of statutory meetings of creditors is charged at the rate of £100 per meeting,
 - Car mileage is charged at the rate of 45 pence per mile,
 - Storage of books and records (when not chargeable as a Category 1 disbursement) is charged on the basis that the number of standard archive boxes held in storage for a

² lbid 1

Statement of Insolvency Practice 9 (SIP 9) – Remuneration of insolvency office holders in England & Wales

particular case bears to the total of all archive boxes for all cases in respect of the period for which the storage charge relates

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

BEGBIES TRAYNOR CHARGE-OUT RATES

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

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

Prior to 1 May 2011, the following rates applied

	Charge-out Rate
Grade of staff	(£ per hour)
Partner 1	395
Partner 2	350
Director	325
Senior Manager	295
Manager	250
Assistant Manager	195
Senior Administrator	160
Administrator	130
Junior Administrator	100
Support	100

Time spent by support staff for carrying out shorter tasks, such as typing or dealing with post, is not charged to cases but is carried as an overhead. Only where a significant amount of time is spent at one time on a case is a charge made for support staff.

Time is recorded in 6 minute units

SUMMARY OF OFFICE HOLDERS' TIME COSTS

CASE NAME

KNB Contracts Limited

CASE TYPE

COMPANY VOLUNTARY ARRANGEMENT

OFFICE HOLDERS

John Lowe & Mary Currie-Smith

DATE OF APPOINTMENT

17 January 2011

1 CASE OVERVIEW

1 1 This overview and the time costs analysis attached is intended to provide sufficient information to enable the body responsible for the approval of the office holders' fees to consider the level of those fees in the context of the case

1 2 Complexity of the case

This case is relatively straightforward and there is nothing extraordinary for the supervisors to deal with. The director spends the majority of his time overseas project managing the main customers requirements.

13 Exceptional responsibilities

There were no exceptional responsibilities in this case

14 The office holders' effectiveness

At the date the CVA was terminated the Company was 39 months in arrears. Default arose from a number of offsets and VAT refund retentions by HMRC which inhibited the Company's cashflow HMRC conducted a review into this matter and concluded that these offsets were correct and proper leaving the Company in no position to continue in the agreement, the time taken to resolve this matter has led to the extensive arrears period

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

The only realisations were voluntary contributions from the ongoing trading of the Company and a small tax refund

1.6 Anticipated return to creditors

A dividend of £5,000 has previously been issued to creditors, there will be no further return to creditors

17 Time costs analysis

An analysis of time costs incurred between 17 January 2015 and 26 October 2015 prepared in accordance with Statement of Insolvency Practice 9 is attached showing the number of hours spent by each grade of staff on the different types of work involved in the case, and giving the average hourly rate charged for each work type

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

18 The views of the creditors

Creditor's queries have been dealt with in an appropriate and timely manner as and when they have arisen

19 Approval of fees

The Supervisors' remuneration has been fixed by reference to the time properly given by them (as Supervisors) and the various grades of their staff calculated at the prevailing hourly charge out rates of Begbies Traynor (Central) LLP for attending to matters arising in the Arrangement up to a limit of £15,000 plus VAT

* * 🛊 🐷

1 10 Approval of Expenses and Disbursements

The supervisors are authorised to draw disbursements of £620 00 plus VAT, including disbursements for services provided by their firm (defined as category 2 disbursements in Statement of Insolvency Practice 9) in accordance with their firm's policy

2 EXPLANATION OF OFFICE HOLDERS' CHARGING AND DISBURSEMENT RECOVERY POLICIES

- 2.1 Begbies Traynor's policy for charging fees and expenses incurred by office holders is attached at Appendix 2.
- 2.2 The rates charged by the various grades of staff who may work on a case are attached at Appendix 2.

3 SUMMARY OF WORK CARRIED OUT SINCE OUR LAST REPORT

- 3.1 Since the date of our last report, the following work has been carried out
 - Liaising with accountants and director to ascertain whether the Company can bring it's arrears up to date
 - Liaising with HMRC regarding the ongoing issue and the failure CVA
 - Instructing solicitors to undertake the winding up of the Company
 - Drafting the final progress report to creditors



LEICESTER COUNTY COURT No 1291 of 2010

IN THE MATTER OF KNB CONTRACTS LIMITED and IN THE MATTER OF THE INSOLVENCY ACT AND RULES 1986

Notice to Creditors Pursuant to Rule 1.29(1) of The Insolvency Rules 1986

I hereby confirm that the above Company Voluntary Arrangement has been terminated as of 26 October 2015

John X Lowe Joint Supervisor

Staff Grade		Partner	Director	Snr Mngr	Mngr	Asst Mngr	Snr Admin	Α∉min	Jnr Admin	Support	Total Heurs	Time Cest £	heurdy rate £
General Case Administration and Planning	Case planning	44									4.4	1 738 00	385 00
1	Administration						4.5			0.7	52	864 50	166 25
	Total for General Case Administration and Planning	77	-				4.0			40	9 6	2,602 50	271 09
Compilance with the Insolvency Act, Rules and best													000
	Banking and Bonding									90	90	88 00	110 00
	Case Closure						120				120	2 100 00	175 00
	Statutory reporting and statement of affairs						5.5				5.5	962 50	175 00
	Total for Compliance with the Insolvency Act, Rules and best practice						17.5			90	183	3,150 50	172.16
Investigations	CDDA and investigations												900
	Total for investigations												80
Realisation of assets	Debt collection												80
	Property business and asset sales						į						80
	Retention of Tibe/Third party assets												000
	Total for Realisation of assets												000
Trading	Trading												000
	Total for Trading												8 0
Dealing with all creditors claims (including employees)	Secured												00 0
correspondence and distributions	Others												800
	Creditors committee												800
	Total for Dealing with all creditors claims (Including employees) correspondence and distributions												8 0
Other matters which includes meetings, tax litigation	Meetings												000
is and travel	Other												000
	Тах												800
	Liligation								_				800
	Total for Other matters												96 0
	Total hours by staff grade	44					22 0			15	27.9		
	Total time cost by staff grade	1 738 00					3,850 00	, _		165 00		\$ 753 00	
	Average hourly rate E	395 00	000	000	000	000	175 00	000	000	110 00			206 20
	Total fees drawn to date E											42 000 00	

SIP9 KNB Contracts Limited - Company Voluntary Arrangement - 60KN006.CVA: Time Costs Analysis From 17/01/2015 To 26/10/2015

Staff Grade		Partner	Director	Sur Maye	Mngr	Asst Magr	Snr Asimin	Admin	Jnr Admin	Support	Tetal Heurs	Time Cest £	Average heurly rate £
General Case Administration and Planting	Case planning	183									183	7 228 50	395 00
	Administration	90	16.9			65	13.6	114		2.7	457	10 352 00	226 52
	Total for General Case Administration and Planning	18.9	16.9			8.0	13.6	114		7.2	2	17 580 50	274 70
Compilance with the Insolvency Act. Rules and heat			9.0							į	9.2	162 50	325 00
ctice	Banking and Bonding		1.5	-				10		144	18.5	2 736 50	147 92
	Case Closure						12.0				12.0	2 100 00	175 00
	Statutory reporting and statement of affairs	25	140				13.0	234			52.9	11 191 50	211.56
	Total for Compliance with the insolvency Act, Rules and best practice	2.5	17.6				250	24.4		77	6 629	16,199 50	192,97
Investigations	CDDA and envestigations												000
	Total for investigations												000
Reallsation of assets	Debt collection												000
	Property business and asset sales												000
	Retention of Title/Third party assets												000
	Total for Realisation of assets												00 0
Trading	Trading												00 o
	Total for Trading												80
Dealing with all creditors claims (including employees),	Secured												800
correspondence and distributions	Others	* <u>*</u>	23				080	5.6			883	8 621 50	284 54
	Creditors committee												800
	Total for Dealing with all creditors claims (including employees) correspondence and distributions	14.4	23				0 8	5.6			30 3	8,62150	284 54
Other matters which includes meetings, tax, litigation,	Meetings		01								10	325 00	325 00
nsions and travel	Olher												000
	Тах		25								5.2	1 966 50	345 00
	Litigation												800
	Total for Other matters		6.7								6.7	2,291 50	342.01
	Total hours by staff grade	35.8	43.5			20	9 9 +	* L		171	184 9		
	Total time cost by staff grade	14,141 00	14 827 50			102 50	8 155 00	5 589 00		1 869 00		44 684 00	
	Average hourly rate £	395 00	340 86	900	000	205 00	175 00	135 00	800	109 30			241 67
						ļ							