

Rule 1.24/1 54

The Insolvency Act 1986
 Notice to Registrar of Companies of
 Voluntary Arrangement Taking Effect

Pursuant to Section 4 of, or
 paragraph 30 of Schedule A1 to,
 the Insolvency Act 1986

**S.4/
 Para 30
 Sch A1**

For official use

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Company Number

05249561

To the Registrar of Companies

Name of Company

(a) Insert full name of
company

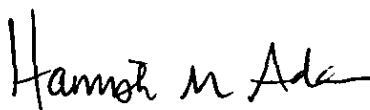
(a) Absolute Software Limited

(b) Insert full name and
addressI, (b) Hamish Millen Adam of Richard J Smith & Co, 53 Fore Street,
Ivybridge, Devon PL21 9AE,

the chairman of meetings held in pursuance of section 4 of (c) the
 Insolvency Act 1986 on (d) 7 October 2013 enclose a copy of my report
 of the said meetings


(c) Delete as applicable
(d) insert date

Signed



Date 8 October 2013

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

For Official Use	
Liquidation Section	
	
A30	#151
A2INBUR7 09/10/2013 COMPANIES HOUSE	

WEDNESDAY

**Chairman's Report to the Court on a Meeting of Creditors and Members
Pursuant to section 4 of The Insolvency Act 1986**

In the Truro County Court, No. 268 of 2013

Absolute Software Limited

Of: Stanley Way, Cardew Industrial Estate, Redruth, Cornwall, TR19 7QH

I, Hamish Millen Adam of Richard J Smith & Co, 53 Fore Street, Ivybridge, Devon PL21 9AE hereby report to the Court as follows

Creditors' Meeting

A meeting of creditors was held on 7 October 2013 at 11 30am at the Merchant House Hotel, 49 Falmouth Road, Truro, Cornwall, TR1 2HL pursuant to Section 3 of the Insolvency Act 1986

At that meeting the proposals for a Company Voluntary Arrangement (CVA) were accepted with modifications by creditors, incorporating the appointment of Giles Richard Frampton and Hamish Millen Adam of Richard J Smith & Co, 53 Fore Street, Ivybridge, Devon PL21 9AE, as Supervisors

The details of the resolutions proposed at the meeting and votes cast by creditors on each resolution are as follows

Resolution 1 – That the Proposals be approved with modifications

Resolution 2 – That any act required or authorised under any enactment may be done by either Joint Supervisors

For the Resolutions	<u>£165,849 30</u>	<u>100%</u>
Against the Resolutions	£0 00	0%
	<u>£165,849 30</u>	<u>100%</u>

In accordance with Rule 1 19 of the Insolvency Rules 1986, a majority of greater than the required 75% of creditors voting (by value) approved the CVA Details of how creditors voted are provided below

In addition and also in accordance with Rule 1 19 of the Insolvency Rules 1986, a majority greater than 50% of creditors voting (by value) but which excluded the votes of connected creditors, approved the CVA

Resolution 1 – That the Proposals be approved with modifications – excluding connected creditors

Resolution 2 – That any act required or authorised under any enactment may be done by either Joint Supervisor

For the Resolution	<u>£150,626.77</u>	<u>100%</u>
Against the Resolution	£0 00	0%
	<u>£150,626 77</u>	<u>100%</u>

Detail of all creditors voting for **acceptance** -

Proxy holder	Creditor	Amount £
Chairman	Jennifer Whybrow	1,027 68
Chairman	H M Revenue & Customs	142,000 00
In Person	Steve Forth	5,355 95
In Person	Sam Reynolds	2,243.54
In Person (Associated)	Paul Massey	15,222 23
	Total voting for acceptance:	<u>165,849.30</u>
	Percentage voting for acceptance:	<u>100%</u>

No creditors voted to reject the proposals

Mr Forth, Mr Reynolds and Mr Massey were present at the meeting

The resolutions were accepted, subject to the attached modifications

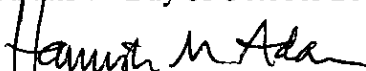
Members' Meeting

A meeting of the Company's members was held on 7 October 2013 at 12 noon at the Merchant House Hotel, 49 Falmouth Road, Truro, Cornwall, TR1 2HL pursuant to Section 3 of the Insolvency Act 1986. The following members attended the meeting either in person or by proxy and voted unanimously to approve the modified proposals for a CVA.

Member	Shares Held
Paul Massey	5
Joanna Massey	5
Total voting for acceptance	<u>10</u>
Percentage voting for acceptance	100%

The EC Regulation on Insolvency Proceedings applies. These proceedings are main proceedings as defined in Article 3 of the Regulation. The Company's centre of main interest is within the United Kingdom.

Dated this 7th Day of October 2013


Hamish M Adam
Hamish M Adam

Chairman

In the matter of Absolute Software Limited

Creditors' modifications as accepted by the Directors:

Voluntary Arrangement Service (VAS) on behalf of HM Revenue and Customs (HMRC)

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
- 3 **[HMRC claim]** The HMRC (former HMC&E) claim in the CVA will include assessed tax, levy or duty to the date of approval or [to the date of commencement of the prior administration]
- 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 (ii) a VAT and/or other levy or duty return due 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
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. **[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 from the same debts

- 10 **[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
- 11 **[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
- 12 **[Non Compliance]** Failure to comply with any express term of the arrangement shall constitute a breach of the company's obligations 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
- 13 **[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
- 14 **[Payments]** The company is to make monthly voluntary contributions of not less than £2,500 during the currency of the arrangement
- 15 **[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
- 16 **[Directors Loans]** The nominee shall review and report to creditors with regards the level of directors loan every 12 months from the date of approval, to ensure it does not increase above £15,000 and to obtain repayment where achievable. The company is within 7 days of receipt to pass all monies recovered to the supervisor for the benefit of the arrangement. If repayment is not made as required the supervisor is to report to creditors his proposed actions for recovery and his reasons
- 17 **[Time Limits]** No time limit shall apply to HMRC for lodging claims.
- 18 **[Dividend Payments]** All claims will rank in their respective classes for dividend from the first dividend date after they have been lodged with, and admitted by, the supervisor

- 19 **[Duration]** The duration of the arrangement shall not exceed 60 months, without the prior approval of a 75% majority in value of creditors' claims voting for the resolution
- 20 The arrangement shall not be capable of successful completion until all unsecured, non-preferential creditors claiming in the arrangement have received a minimum dividend of 100 pence/£
- 21 **[Variation]** The company shall not propose a variation to the arrangement that will reduce the yield to creditors below the forecast of 100p/£ 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
- 22 **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