

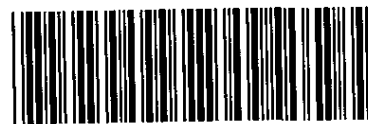
# CVA1

## Notice of voluntary arrangement taking effect



Companies House

MONDAY



A10 \*A89ACYSZ\* 08/07/2019 #95  
COMPANIES HOUSE

ise  
se

### 1 Company details

Company number 0 5 5 4 4 7 1 5

Company name in full Professional Alert Security Limited

→ Filling in this form  
Please complete in typescript or in  
bold black capitals.

### 2 Supervisor's name

Full forename(s) Karen Tracy

Surname Potts

### 3 Supervisor's address

Building name/number 1st Floor

Street Consort House

Post town Waterdale

County/Region Doncaster

Postcode D N 1 3 H R

Country

### 4 Supervisor's name <sup>1</sup>

Full forename(s) Ian Michael

Surname Rose

<sup>1</sup> Other supervisor  
Use this section to tell us about  
another supervisor.

### 5 Supervisor's address <sup>2</sup>

Building name/number 1st Floor

Street Consort House

Post town Waterdale

County/Region Doncaster

Postcode D N 1 3 H R

Country

<sup>2</sup> Other supervisor  
Use this section to tell us about  
another supervisor.

# CVA1

## Notice of voluntary arrangement taking effect

### 6 Date CVA took effect

Date

<sup>d</sup>0<sup>d</sup>2 <sup>m</sup>0<sup>m</sup>7 <sup>y</sup>2<sup>y</sup>0<sup>y</sup>1<sup>y</sup>9

### 7 Report of consideration of proposal

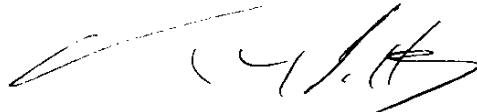
☐ I attach a copy of the report of consideration of the proposal

### 8 Sign and date

Supervisor's signature

Signature

X



X

Signature date

<sup>d</sup>0<sup>d</sup>5 <sup>m</sup>0<sup>m</sup>7 <sup>y</sup>2<sup>y</sup>0<sup>y</sup>1<sup>y</sup>9

# CVA1

## Notice of voluntary arrangement taking effect



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Melanie Costello**

Company name **Wilkin Chapman Business Solutions Limited**

Address **1st Floor**

**Consort House**

Post town **Waterdale**

County/Region **Doncaster**

Postcode **D N 1 3 H R**

Country

DX

Telephone **01302 342875**



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have attached the required documents.
- ☐ You have signed and dated the form.



### Important information

**All information on this form will appear on the public record.**



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the address below:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.



### Further information

For further information please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**

**IN THE MATTER OF THE INSOLVENCY ACT 1986 PART I**  
**AND**  
**PROFESSIONAL ALERT SECURITY LIMITED**  
**REPORT OF THE CONSIDERATION OF A PROPOSAL**

**Introduction**

I, Paul Hargreaves of Wilkin Chapman Business Solutions Limited, an experienced employee in insolvency matters, acted as Chair of the meetings of creditors and members as follows:

**Meetings**

A virtual meeting of creditors was held on 2 July 2019 at 11.00am by Teleconference. The meeting of members was held on 2 July 2019 at 11.30am at Wilkin Chapman Business Solutions Ltd, 1<sup>st</sup> Floor, Consort House, Waterdale, Doncaster, DN1 3HR.

**Approval or Rejection of the Proposal**

The director's proposal for a Company Voluntary Arrangement was accepted by creditors and members of the Company, which resulted in Ian Michael Rose and Karen Tracy Potts being appointed Joint Supervisors of the Arrangement.

**Meeting of Creditors**

Creditors proposed various modifications, and details of those that the director consented to are attached.

A vote of the creditors was taken on the following resolution:

"That the proposal for a voluntary arrangement with modifications is accepted"

Details as to how each creditor voted is attached to this report.

It was noted that those voting in favour of the resolution to approve the proposal as modified exceeded the requisite majority necessary to pass the resolution, namely 75% or more in value of the creditors present in person or by proxy and voting on the resolution.

The chair noted that, to the best of their knowledge, none of the creditors voting at the meeting were connected with the Company.

The chair declared the resolution passed and that the proposal for a CVA was approved with modifications, details attached. No committee of creditors was appointed.

**Meeting of Members**

Members did not propose any modifications to the proposal.

A vote of the members was taken on the following resolution:

"That the proposal for a voluntary arrangement as modified by creditors is accepted"

Details as to how each member voted is attached to this report.

It was noted that those voting in favour of the resolution to approve the proposal as modified exceeded the requisite majority necessary to pass the resolution, namely in excess of one half in value of the members present in person or by proxy and voting on the resolution.

The chair declared the resolution passed and that the proposal for a CVA was approved with the attached modifications.

### **EC Regulation**

It is considered that the Company's main centre of business is City View House, 5 Union Street, Ardwick, Manchester M12 4JD, which is its registered office and principal place of business. The EU Regulations in insolvency proceedings shall apply to the voluntary arrangement, being "main" proceedings as defined by the Regulations since its registered office or principal place of business in the prior 3 months has not changed and is located in the UK.

### **Further Relevant Information**

A winding up petition was presented against the Company on 8 May 2019 in the Royal Courts of Justice, Strand, court reference 3133 of 2019, and is next due to be heard on 10 July 2019. A request has been made for the petition to be dismissed on the basis that the Company Voluntary Arrangement was approved by creditors and members on 2 July 2019.

I can confirm that sufficient funds have been received and retained in respect of winding up proceedings against the Company, should the Company not adhere to the terms of the Arrangement.

Dated

2 July 2019

Signed

  
.....  
Paul Hargreaves, Chair

	<b>Modifications proposed by Voluntary Arrangements Service (VAS) on behalf of H M Revenue &amp; Customs in respect of: -</b>
	<b>PROFESSIONAL ALERT SECURITY LIMITED</b>
	<i>If any of the modifications are not accepted then the VAS vote(s) must be taken as a rejection.</i>
<b>EFFECT</b>	
1.	<b>(Interpretation)</b> Any modification to the entire proposal approved by creditors and accepted by the company shall wholly supersede any contradictory terms or implied provisions in the proposal. Any conflicting modification(s) proposed by creditors shall be fully resolved prior to approval of the proposal in order that the intention of the modification is given priority and effect.
2.	<b>(Variation)</b> No variation shall be proposed following approval of the arrangement that would cause or have the effect of varying or removing <u>modifications imposed by HMRC</u> in support of the proposal without the express agreement of the HMRC Voluntary Arrangements Service.
3.	<b>(Variation)</b> The company shall not, within 12 months of approval of the arrangement, propose a variation that will reduce the yield to creditors below that forecast unless the Supervisor can provide clear evidence that the resolution results from changed trading circumstances that could not have been foreseen when the proposal was made to creditors. The Supervisor's evidence together with supporting financial information and notice of a creditors' vote shall be circulated to creditors giving at least 14 days clear notice. No variation fee shall be drawn without creditors' approval.
<b>HMRC CLAIM(S)</b>	
4.	<b>(HMRC claim)</b> The HMRC claim in the arrangement will include PAYE/NIC together with assessed tax, levy or duty (VAT) due to the day before 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.
5.	<b>(Time limit)</b> No time limit for lodging claims shall apply to HMRC.
6.	<b>(Post approval returns and liabilities)</b> All statutory returns and payments due to HMRC post approval of the arrangement shall be provided on or before their due date
7.	<b>(Outstanding returns)</b> Should any statutory accounts and returns be overdue at the date of the creditors' meeting they shall be provided to HMRC within one calendar month of the approval date together with any other information required in support of the return.
8.	<b>(Dividend prohibition)</b> No non preferential distribution will be made until the HMRC Final Claim has been made and the supervisor has admitted the claim for dividend purposes.
9.	<b>(Expenses of arrangement)</b> 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.
10.	<p><b>(Tax-Overpayments)</b> Set-off of refunds due from the Crown against debts due to the Crown will be in accordance with statute and established legal principles.</p> <p>Any repayment due to the company for periods for which claims arise under the arrangement, when so ever they may arise, shall firstly be offset against HMRC's claims in the arrangement. Any remaining surplus shall be similarly applied to the claims of other Crown departments and should any surplus remain it shall be repaid to the company.</p> <p>Any repayments due to the company for periods that arise after the arrangement shall be applied to any post approval HMRC liability with any surplus being repaid to the company.</p>

<b>GENERAL</b>	
<b>11.</b>	<b>(Co debtors)</b> The release of the company from its debts by the terms of CVA shall not operate as a release of any co-debtor for the same debts.
<b>12.</b>	<b>(Increased claims)</b> Where the total value of creditor's claims exceeds by 10% or more of the stated value of their affairs supplied by the company for the purposes of this proposal this will constitute a breach of the arrangement. In the event of such a breach the supervisor shall ascertain from creditors what they wish to do in the context of the arrangement overall.
<b>13.</b>	<b>(Termination)</b> The arrangement shall terminate upon: <ul style="list-style-type: none"> <li>(a) The making of a winding up order against the company, the passing of a winding up resolution or the company going into administration.</li> <li>(b) (where there is express authority for the supervisor so doing) the supervisor issuing a certificate of termination.</li> </ul>
<b>14.</b>	<b>(Arrangement trusts)</b> Upon termination of the arrangement the 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.
<b>15.</b>	<b>(Non-compliance)</b> 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 15.34 shall apply where any variation is proposed. <p>If any breach of obligation is not remedied within 30 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.</p>
<b>ASSETS</b>	
<b>16.</b>	<b>Included/excluded assets</b> <p>For the avoidance of doubt and unless specifically excluded below all of the company's assets will be included within the arrangement.</p> <p>As per proposal</p>
<b>CONTRIBUTIONS/REVIEWS</b>	
<b>17.</b>	<b>(Payments)</b> The company is to make no fewer than 60 monthly voluntary contributions of not less than £2000.00 during the term of the arrangement. The company is to make contributions as outlined at point 7.3 of the proposal.
<b>18.</b>	<b>(Annual contribution review)</b> The supervisor is to conduct a full review, at each anniversary of the arrangement, based upon the month end immediately preceding the anniversary of the arrangement of the company's business income and expenditure. To enable the supervisor to perform this function management accounts to include Profit and Loss for the preceding 12 months shall be furnished to the supervisor together with the relevant balance sheet and cash flow projection for the following 12 month period within one month of the anniversary. The supervisor shall obtain an increase in voluntary contributions of not less than 50% of any rise in net income after provision for tax.

19.	<b>(Third party claims)</b> The claims of third parties who have contributed to assets available under the arrangement shall be treated as deferred and only rank for dividend once all unsecured claims have been satisfied.
20.	<b>(Associated creditors)</b> The associated creditor namely <b>Mr Tyrone Adonis Fairweather in the sum of £5970.01</b> has offered to defer their claims in the arrangement. For the avoidance of doubt their offer is to 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.
21.	<b>(Duration)</b> The duration of the arrangement shall not exceed 66 months without the prior approval of a 75% majority in value of creditors' claims voting on the resolution.
22.	<b>(Contributions)</b> 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.
23.	<b>(Supervisor)</b> The discretion given to the Supervisor in paragraph(s) 7.6 to vary contributions 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.
<b>DIRECTORS AND SHAREHOLDERS</b>	
24.	<p><b>The directors of the company shall not:</b></p> <ul style="list-style-type: none"> <li>a) declare or pay any dividend to themselves or the shareholders of the company for the duration of the voluntary arrangement.</li> <li>b) declare or pay themselves additional remuneration and or fees above the rate of inflation per annum.</li> <li>c) increase the remuneration of any person involved in the management of the business, whether by way of increase in salary, payment, bonus or benefit.</li> <li>d) enter into any contract or undertaking for the sale of the business nor dispose of the goodwill or of any assets or goodwill forming part of or essential to its continuing trade.</li> <li>e) create or extend any mortgage, debenture, charge or security over any part of the company/business except for those that subsist at the date of the proposal. This shall not affect any commercial factoring or similar arrangement.</li> </ul>
<b>COMPLETION</b>	
25.	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 68.6 pence in the pound (68.6p/£).
<b>FEES</b>	
26.	<b>(Expenses of VA)</b> HMRC petition costs are to be paid as an expense of the arrangement in priority to the unpaid nominee's fees and expenses as at the date of the meeting of creditors, supervisor's fees, remuneration and disbursements.
27.	<b>(Fees)</b> The supervisor's fee shall not exceed £20,000 in total and shall be drawn proportionately in line with receipts.



28.	<b>(Winding up fees)</b> On the day of the creditors meeting which approves the proposal the company shall pay over to the nominee in cleared funds sufficient for winding up proceedings against the company. Should the full amount of cleared funds not be received by the time of the meeting of creditors this shall be deemed non-acceptance of this modification and as such HMRC's vote shall be counted as one for rejection of the proposal.
29.	The supervisor shall confirm in their report of the meeting of creditors that sufficient funding has been received.
30.	<b>(Liquidation costs provision)</b> The supervisor shall retain sufficient funds for winding up proceedings against the company and such funds will rank ahead of any other expense of the arrangement. For the avoidance of doubt this shall include unpaid nominee's fees and expenses as at the date of the meeting of creditors at which the proposal is approved. Funds set aside under this provision shall not be used to fund a creditors' voluntary liquidation and shall remain an asset of the arrangement. Funds retained by the supervisor to enable winding up proceedings to be taken shall be distributed to creditors upon satisfactory completion of the arrangement subject to a limit of 100 pence in the pound being achieved.

Signed F N Rowe

Name F N Rowe  
Collector

Date 17/06/2019

**AUTHORISED TO SIGN ON BEHALF OF HM REVENUE & CUSTOMS**

1.

**PROFESSIONAL ALERT SECURITY LIMITED**  
**VOTING SCHEDULE**

NAME OF CREDITOR	PROXY	£ PROOF	ADMITTED	FOR	AGAINST	ABSTAIN	INVALID
HM Revenue and Customs	Chairperson	160,051.41	160,051.41	160,051.41			

**TOTALS**

Proofs received	<u>160,051.41</u>					
Admitted to vote		<u>160,051.41</u>				
Value of votes For			<u>160,051.41</u>			
Value of votes Against					<u>0</u>	
Percentage For (of those voting)				100		
Percentage Against (of those voting)					0	

**CONNECTED PARTY VOTE ADJUSTMENT**

Value of votes Against					<u>0</u>	
Value of claims proved excluding Connected parties (see* above)		<u>160,051.41</u>				
Adjusted percentage Against					0	

**RESULT**

**PASSED**

**PROFESSIONAL ALERT SECURITY LIMITED**  
**VOTING SCHEDULE**

NAME OF MEMBER	PROXY	VALUE OF SHARES	NUMBER OF SHARES	FOR	AGAINST	ABSTAIN
Tyrone Adonis Fairweather	Chairperson	ORD £1	100	100		

**TOTALS**

Admitted to vote	100		
Value of votes For	100		
Value of votes Against		0	
Percentage For (of those voting)	100		
Percentage Against (of those voting)		0	

**RESULT** **PASSED**

**Notice to Submit Claims**  
**In the matter of the Insolvency Act 1986**  
**and**

**PROFESSIONAL ALERT SECURITY LIMITED – COMPANY VOLUNTARY ARRANGEMENT**

NOTICE IS HEREBY GIVEN, pursuant to the Proposal (as approved) for the Company Voluntary Arrangement of Professional Alert Security Limited, that all creditors are required to submit their claims to Karen Tracy Potts and Ian Michael Rose, of Wilkin Chapman Business Solutions Limited, 1<sup>st</sup> Floor, Consort House, Waterdale, Doncaster, DN1 3HR, and provide such further details or produce such documentation or other evidence as to support the claim as the Joint Supervisors may reasonably require.

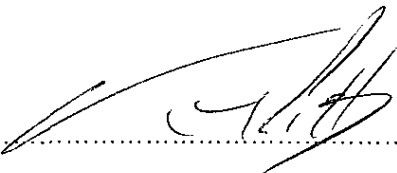
Trading Address: City View House 5 Union Street, Ardwick, Manchester, M12 4JD

Registered Office: City View House 5 Union Street, Ardwick, Manchester, M12 4JD

Any queries regarding the above Company should be directed to Melanie Costello on 01302 342875, or by email on [melanie.costello@wilkinchapman.co.uk](mailto:melanie.costello@wilkinchapman.co.uk)

Dated: 5 July 2019

Signed

.....

Karen Tracy Potts



Joint Supervisor

# PROOF OF DEBT - GENERAL FORM

## Professional Alert Security Limited (Company Voluntary Arrangement)

DETAILS OF CLAIM - Relevant Date: 2 July 2019		
1.	Name of Creditor (if a company, its registered name)	
2.	Address of Creditor (i.e. principal place of business)	
3.	If the Creditor is a registered company: <ul style="list-style-type: none"> <li>For UK companies: its registered number</li> <li>For other companies: the country or territory in which it is incorporated and the number if any under which it is registered</li> <li>The number, if any, under which it is registered as an overseas company under Part 34 of the Companies Act</li> </ul>	
4.	Total amount of claim, including any Value Added Tax, as at the relevant date, less any payments made after this date in relation to the claim, any deduction under R14.20 of the Insolvency (England & Wales) Rules 2016 and any adjustment by way of set-off in accordance with R14.24 and R14.25	£
5.	If the total amount above includes outstanding uncapitalised interest, please state	YES (£ ) / NO
6.	Particulars of how and when debt incurred	
7.	Particulars of any security held, the value of the security, and the date it was given	
8.	Details of any reservation of title in relation to goods to which the debt relates	
9.	Details of any document by reference to which the debt can be substantiated. Please attach detailed Statement of Account.	
10.	Give details of whether the whole or any part of the debt falls within any (and if so which) of the categories of preferential debts under section 386 of, and schedule 6 to, the Insolvency Act 1986	Category  Amount(s) claimed as preferential £
AUTHENTICATION		
Signature of Creditor or person authorised to act on his behalf		
Name in BLOCK LETTERS		
Date		
If signed by someone other than the Creditor, state your postal address and authority for signing on behalf of the Creditor		
Telephone Number		
Email Address		
Are you the sole member of the Creditor?		YES / NO

**WILKIN CHAPMAN BUSINESS SOLUTIONS LIMITED  
(FORMERLY WILKIN CHAPMAN SILKE LIMITED T/A SILKE & CO)  
DISBURSEMENT AND CHARGEOUT RATES  
EFFECTIVE FROM 1 OCTOBER 2018**

**Disbursements**

**Definitions**

Category 1 - approval not required - specific expenditure that is directly related to a particular insolvency case, where the cost of the expense incurred is referable against an independent external supplier's invoice or published tariff of charges.

Category 2 - approval required - all other items of expenditure. Which cannot, or cannot easily, be directly related to a particular insolvency case because there is an element of shared or allocated cost, and/or where the cost of the expense incurred is an estimated, utilised cost with the estimate based on external costs or opportunity costs.

**Charging Policy of Wilkin Chapman Business Solutions Limited**

Category 1 expenses are recharged to the particular insolvency case at the rate incurred by Wilkin Chapman Business Solutions Limited and as they are incurred.

Category 2 expenses, the following items are recharged at the following rates:

- Where meeting rooms of Wilkin Chapman Business Solutions Limited are used for the purpose of statutory meetings of creditors the room hire is recharged to the individual insolvency case at £150 per meeting.
- Car mileage is recharged to the individual insolvency case at the rate of 45p per mile.
- The storage of books and records (when not charged as a Category 1 expense) is recharged at the rate of £1.50 per box per month.
- Printing and photocopying is charged at 15p per sheet.
- Faxes are charged at 50p per sheet.
- Postage is charged at the relevant prevailing rate.
- IPS computer charge £6.25 per month, up to a maximum of £200 per case. (Not applicable from 1 October 2018).
- Stationery charged at £5.00 per file.

**Chargeout Rates**

The hourly rates for the different levels of staff are shown below:

Insolvency Practitioner	£350
Manager	£275
Assistant Manager	£225
Senior Administrator	£200
Administrator	£175
Cashier	£150
Assistants and Support Staff	£100

Time is charged to the individual insolvency case in 6 minute units.

Please note that the above disbursements and chargeout rates are the same as they were for Silke & Co Limited and have not changed since 1 October 2013.