

# LIQ14

## Notice of final account prior to dissolution in CVL



Companies House

For further information, please  
refer to our guidance at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

### 1 Company details

Company number 0 5 8 5 4 7 8 3

Company name in full Sunrise Glazing Limited

#### → Filling in this form

Please complete in typescript or in  
bold black capitals.

### 2 Liquidator's name

Full forename(s) Situl Devji

Surname Raithatha

### 3 Liquidator's address

Building name/number 38 De Montfort Street

Street Leicester

Post town

County/Region

Postcode L E 1 7 G S

Country

### 4 Liquidator's name ①

Full forename(s)

Surname

#### ① Other liquidator

Use this section to tell us about  
another liquidator.

### 5 Liquidator's address ②

Building name/number

Street

Post town

County/Region

Postcode

Country

#### ② Other liquidator

Use this section to tell us about  
another liquidator.

# LIQ14

Notice of final account prior to dissolution in CVL

6

## Liquidator's release

☐ Tick if one or more creditors objected to liquidator's release.

:

7

## Final account

☒ I attach a copy of the final account.

8

## Sign and date

Liquidator's signature

Signature

X



X

Signature date

<sup>d</sup>

1

<sup>d</sup>

8

<sup>m</sup>

0

<sup>m</sup>

2

<sup>y</sup>

2

<sup>y</sup>

0

<sup>y</sup>

2

<sup>y</sup>

2

# LIQ14

## Notice of final account prior to dissolution in CVL



### 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 **Luke Littlejohn**

Company name **Springfields Advisory LLP**

Address **38 De Montfort Street**

**Leicester**

Post town **LE1 7GS**

County/Region

Postcode

Country

DX

Telephone **0116 299 4745**



### 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 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)**

**Sunrise Glazing Limited**  
**(In Liquidation)**  
**Liquidator's Abstract of Receipts & Payments**  
**From 6 August 2021 To 17 February 2022**

Statement of Affairs		£	£
	SECURED CREDITORS		
(94,649.15)	Secured Creditor	NIL	NIL
	ASSET REALISATIONS		
	Legal Settlement	110,000.00	
13,620.00	Equity in finance agreement	21,596.00	
	Goodwill	5,000.00	
12,702.28	Merchant Bond	NIL	
820.00	Unencumbered Plant & Machinery	1,417.00	
1,150.00	Motor Vehicles	1,987.00	
Uncertain	Stock/WIP	NIL	
7,595.00	Book Debts	300.00	
	Bank refund	56.83	
	Bank Interest Gross	21.81	
			140,378.64
	COST OF REALISATIONS		
	Specific Penalty Bond	512.00	
	Assistance with preparation of S. of A.	2,500.00	
	Preparation of S. of A.	10,000.00	
	Liquidator's Remuneration	37,607.14	
	Printing and Photocopying	204.70	
	Land Registry Fees	75.00	
	Agents/Valuers Fees	7,250.00	
	Transcription Fees	201.60	
	Legal Fees	79,362.70	
	Courier Costs	92.45	
	Corporation Tax	3.14	
	Postage	102.72	
	Mileage	201.15	
	Storage Costs	816.34	
	Statutory Advertising	186.02	
	Enquiry Agent's fees	800.00	
	Travelling expenses	325.88	
	Insurance of Assets	137.80	
			(140,378.64)
(58,761.87)			(0.00)
	REPRESENTED BY		
			NIL



**TO ALL KNOWN CREDITORS AND  
MEMBERS**

Our ref SU1587/SDR/LL/NG/11B

Your ref

Date 22 December 2021

Dear Sirs

**Sunrise Glazing Limited ("the Company") – In Creditors' Voluntary Liquidation**

I am now able to conclude the winding up of the affairs of the Company and enclose my final account and notice to creditors and members, together with a receipts and payments account for the whole of the period I was in office.

Also enclosed is a formal notice setting out the final dividend position in respect of the liquidation, although the information in that notice is summarised below.

A dividend will not be declared to unsecured creditors as the funds realised have been used to make payments to meet the expenses of the Liquidation.

Creditors and members should note that provided no objections to my release are received I shall obtain my release as Liquidator following the delivery of the final notice to the Registrar of Companies, following which my case files will be placed in storage.

If creditors have any queries regarding the conduct of the Liquidation, or if they want hard copies of any of the documents made available on-line, they should contact Luke Littlejohn by email at [Luke.l@springfields-uk.com](mailto:Luke.l@springfields-uk.com), or by phone on 0116 299 4745 before my release.

Yours faithfully  
For and on behalf of  
Sunrise Glazing Limited

**Situl Devji Raithatha  
LIQUIDATOR**

Enc.

**Coronavirus (COVID-19): we are fully enabled in remote working with full system, file and phone access. We would however request communication by e mail. Post may be delayed.**

**[www.springfields-uk.com](http://www.springfields-uk.com)**

**Springfields Advisory LLP 38 De Montfort St Leicester LE1 7GS  
T 0116 299 4745 E [info@springfields-uk.com](mailto:info@springfields-uk.com)**

Limited Liability Partnership Registered in England & Wales number OC404694. Any reference to Partner means a member of the LLP  
All officeholders are licensed in the United Kingdom by the Insolvency Practitioners Association and are bound by the Insolvency Code of Ethics  
Details about our privacy policy and general information about the firm can be found at <https://www.springfields-uk.com/regulatory>



## **Notice of Final Account of**

### **Sunrise Glazing Limited ("the Company") – In Creditors' Voluntary Liquidation**

**Company registered number: 05854783**

**NOTICE IS GIVEN** by the Liquidator, Situl Devji Raithatha, under rule 6.28 of The Insolvency (England and Wales) Rules 2016 and section 106 of The Insolvency Act 1986, that the company's affairs have been fully wound up.

1. Creditors have the right under rule 18.9 of The Insolvency (England and Wales) Rules 2016 to request further details of the Liquidator's remuneration and expenses. That request must be made to the Liquidator within 21 days of receipt of the final account, and with either the permission of the Court, or with the concurrence of 5% in value of the unsecured creditors (including the creditor in question). Secured creditors may also request further details.
2. Creditors have the right under rule 18.34 of The Insolvency (England and Wales) Rules 2016 to apply to Court to challenge the amount and/or basis of the Liquidator's fees, and/or the amount of any expenses incurred. That application must be made within 8 weeks of receipt of the final account, and with either the permission of the Court, or with the concurrence of 10% in value of the creditors (including the creditor in question). Secured creditors may also make an application.
3. Creditors may object to the release of the Liquidator by giving notice in writing to the Liquidator at the address given below before the end of the prescribed period. The prescribed period will end at the later of: 8 weeks after delivery of this notice; or, if any request for information regarding the Liquidator's remuneration and/or expenses is made under rule 18.9, or if any application is made to Court to challenge the Liquidator's fees and/or expenses under rules 18.34 or 18.35, when that request or application is finally determined.
4. The Liquidator will vacate office under section 171 of the Insolvency Act 1986 when, upon expiry of the prescribed period that creditors have to object to their release, they deliver to the Registrar of Companies the final account and a notice saying whether any creditor has objected to their release.
5. The Liquidator will be released under section 173 of the Insolvency Act 1986 at the same time as vacating office, unless any creditors objected to their release.

Creditors requiring further information regarding the above, should either contact me at 38 De Montfort Street, Leicester, LE1 7GS, or contact Luke Littlejohn by telephone on 0116 299 4745, or by email at [luke.l@springfields-uk.com](mailto:luke.l@springfields-uk.com).

DATED THIS 22ND DAY OF DECEMBER 2021



**Situl Devji Raithatha**  
**Liquidator**

**Notice about final dividend position**

**Sunrise Glazing Limited ("the Company") – In Creditors' Voluntary Liquidation**

**Company registered number: 05854783**

Notice is given under rule 14.36 of The Insolvency (England and Wales) Rules 2016, by Situl Devji Raithatha, the Liquidator, to the creditors of Sunrise Glazing Limited, that no dividend will be declared to unsecured creditors

A dividend will not be declared to unsecured creditors as the funds realised have been used to make payments to meet the expenses of the Liquidation.

Creditors requiring further information regarding the above, should either contact me at 38 De Montfort Street, Leicester, LE1 7GS, or contact Luke Littlejohn by telephone on 0116 299 4745, or by email at [luke.l@springfields-uk.com](mailto:luke.l@springfields-uk.com).

DATED THIS 22ND DAY OF DECEMBER 2021



**Situl Devji Raithatha**  
**Liquidator**

## **Sunrise Glazing Limited – In Creditors’ Voluntary Liquidation**

### **LIQUIDATOR’S FINAL ACCOUNT TO CREDITORS AND MEMBERS**

#### **EXECUTIVE SUMMARY**

All known tangible and intangible assets were realised at an early stage of the Liquidation. As a result of my statutory investigations, rights of action were identified against a director and former director respectively. Solicitors were instructed to assist with my investigations. Ultimately, legal proceedings were issued against the former director, which culminated in a legal settlement being reached. No action was taken against the director as he was adjudged bankrupt with no return to creditors from his bankruptcy estate. All funds due under the legal settlement have been received and I am now in a position to conclude my administration of this case.

Regrettably, there are insufficient funds available to enable a distribution to creditors as the funds realised have been used to meet the costs and expenses of the Liquidation.

#### **STATUTORY INFORMATION**

Company name:	Sunrise Glazing Limited
Company number:	05854783
Trading address:	Unit 17, Barratt Industrial Park, Park Avenue, Southall, Middlesex, UB1 3AF
Registered office:	38 De Montfort Street, Leicester, LE1 7GS
Former registered office:	Unit 17, Barratt Industrial Park, Park Avenue, Southall, Middlesex, UB1 3AF
Principal trading activity:	Manufacture of doors and windows
Liquidator’s name	Situl Devji Raithatha
Liquidator’s address	38 De Montfort Street, Leicester, LE1 7GS
Date of appointment	6 August, 2015

Deviesh Ramesh Raikundalia held office as Joint Liquidator in this matter for the period from 6 August 2015 to 31 July 2020. I have acted in a sole capacity since that date.

#### **LIQUIDATOR’S ACTIONS SINCE LAST REPORT**

Since my last report, I have liaised with my solicitors to ensure that the terms of the legal settlement with the former director were adhered to. I have also prepared the case for closure.

There is certain work that I am required by the insolvency legislation to undertake in connection with the liquidation that provides no financial benefit for the creditors. A description of the routine work undertaken since the last progress report is contained in Appendix 2.

#### **RECEIPTS AND PAYMENTS ACCOUNT**

My Receipts & Payments (“R&P”) Account for the period from 6 August 2021 to date (“the Period”) is attached at Appendix 1. This includes cumulative figures since the date of my appointment. All receipts and payments are shown exclusive of VAT. I have reconciled the account against the financial records that I am required to maintain.

The balance of funds was held in an interest-bearing account.

## **ASSET REALISATIONS**

I would comment on asset realisations for the entire Liquidation period as follows:

### Legal Settlement

As detailed in my previous reports, my initial investigations identified matters for further investigation. This led to the identification of legal claims against the director and the former director respectively. Solicitors were instructed to assist with the claims. On 9 May 2018, the director was declared bankrupt and a Trustee in Bankruptcy was appointed to administer his estate. Any claims identified against the director would have formed part of his bankruptcy estate and therefore no further recovery action could be taken against him. The bankruptcy has since been concluded with no return to creditors.

Legal proceedings were issued against the former director in respect of claims identified against him, which involved the instruction of solicitors and Counsel on a Conditional Fee Agreement (CFA) basis, and the taking out of an After the Event (ATE) insurance policy to protect against the risk of adverse costs. A trial was listed for 12 and 13 May 2021. Prior to the trial, the former director's representatives indicated that the former director had limited means and wished to reach a settlement. It was agreed that the former director would consent to Judgment being entered into in the Company's favour in the sum of £419,571.63 plus interest of £73,074.43, which could be enforced if payment was not forthcoming by 19 May 2021. The trial was therefore vacated.

I was subsequently involved in negotiations with the former director's representatives regarding a settlement of the Judgment debt, which involved me ascertaining information regarding his financial means, including property interests and secured and unsecured liabilities. The information provided by the former director was cross referenced against information I had obtained from publicly available sources and through the instruction of an enquiry agent to ensure that a full and accurate disclosure had been made. After some negotiation, an agreement was reached for the former director to pay the sum of £110,000 to settle the debt by way of instalments of £50,000 and £60,000 due on 9 July 2021 and 30 September 2021 respectively. I am pleased to report that the former director has complied with the terms of the agreement.

Payment was made to my solicitor who accounted to me in the Period.

### Tangible & Intangible Assets

As detailed in previous reports, the Company's remaining intangible and tangible assets were sold to an associated company, Sunrise Glazing (Int) Limited ("SGI"), for the sum of £30,000 plus VAT (where applicable) on 13 August 2015. The sale price was in excess of a valuation undertaken by independent agents prior to the Liquidation. The apportionment of the sale price was as follows:

Goodwill & Trading Name	5,000.00
Equity in finance agreement	21,596.00
Unencumbered plant & machinery	1,417.00
Motor vehicles	1,987.00
	<hr/>
	30,000.00

All items attracted VAT apart from the goodwill and trading name.

SGI failed to make payment within the agreed terms resulting in agents being instructed to recover the assets. Although the agents did attend on site, SGI subsequently paid the remaining balance and therefore no further action was taken.

### Merchant Bond

As per the Statement of Affairs, there was a merchant bond due to be returned to the Company in the sum of £12,702.28. My enquiries lead established that this was paid into the Company's bank account prior to the Liquidation and therefore no action was required.

### Book Debts

The Statement of Affairs anticipated recoveries of £7,595 from the Company's book debts. I was only able to recover the sum of £300 from a single debtor as almost all debts were subject to disputes and counterclaims, which I was unable to disprove or take further due to a lack of co-operation from the director.

### Bank Refund

A refund of £56.83 was received from the Company's banker as compensation for incorrect bank charges.

I trust that you will find the remaining receipts and payments self-explanatory.

## **LIABILITIES**

### Secured Creditors

An examination of the Company's mortgage register held by the Registrar of Companies, showed that the Company had granted fixed and floating charge debentures to Barclays Bank Plc, Lloyds Bank Plc and Punjab National Bank (International) Limited ("the Bank"). There was no liability to Barclays Bank Plc and Lloyds Bank Plc shown on the Statement of Affairs and no claims have been made in the Liquidation to date.

The Bank's charge was created on 17 July 2015 and registered on 3 August 2015. The Bank was listed as being owed the sum of £94,649.15 on the Statement of Affairs. Correspondence with the Bank's solicitors has indicated that the liability has been discharged following the disposal of properties registered in the names of the director and former director respectively. The initial legal advice that I received is that the redemption of the Bank's charge does not give rise to subrogated claims in the Liquidation.

In addition to the charges detailed above, the Company's mortgage register shows a floating charge in favour of State Securities Plc, which was created on 5 July 2012 and registered on 26 July 2012. The liability to State Securities Plc was listed as £2,000 on the Statement of Affairs and relates to a Lease Purchase Agreement in respect of machinery previously owned by the Company. As detailed in the asset section, the equity in the finance agreement was sold to an associated company, SGI, on 13 August 2015. It is understood that there is no liability due to State Securities Plc.

The provisions of Section 176A of the Insolvency Act 1986 (as amended and commonly referred to as "the prescribed part provisions") require a calculation to be made of the prescribed part of the Company's net property for distribution to the unsecured creditors for all floating charges created after 15 September 2003. There appear to be no funds due to the floating chargeholders and therefore these provisions will not apply. In any event, the Company's net property is nil such that there are no funds available to distribute under these provisions.

### Preferential Creditors

No preferential claims were anticipated on the Statement of Affairs and none have been received to date.

### Crown Creditors

The Statement of Affairs included £192,840.46 owed to HM Revenue & Customs ("HMRC"). HMRC's final claim of £1,107,566.38 has been received. Some £657,850 of which relates to the years 2007 to 2011, and a further £274,952.32 relates to VAT. The significant discrepancy between the estimated and actual claim of HMRC has not been investigated in detail as there are no funds available to enable a return to creditors.

### Non-Preferential Unsecured Creditors

The Statement of Affairs included twenty non-preferential unsecured creditors (excluding HMRC) with an estimated total liability of £246,182.32. I have received claims from fifteen creditors at a total of £144,077.85. I have not received claims from ten creditors with original estimated claims in the Statement of Affairs of £87,062.34.

## **DIVIDEND PROSPECTS**

There are insufficient funds available to enable a return to any class of creditor as the funds realised have been used to meet the costs and expenses of the Liquidation.

## **INVESTIGATION INTO THE AFFAIRS OF THE COMPANY**

As detailed above, a legal settlement was entered into with the former director in respect of a Judgment obtained against him. There are no outstanding investigative matters.

## **LIQUIDATOR'S REMUNERATION**

At the first meeting of creditors, my remuneration was agreed on a time costs basis. I enclose a breakdown summarising my time costs for the Period, subject to the posting of timesheets, which also includes cumulative figures for the period from 6 August 2015 to date. Details of the amounts drawn on account of these costs is shown on the R&P. A VAT refund of £17,106.92 is due which will go towards the balance of these costs once received. Due to the limited funds available, I have only been able to recover a proportion of my costs.

I enclose a schedule of my current charge out rates for your information.

Further information about creditors' rights can be obtained by visiting the creditors' information micro-site published by the Association of Business Recovery Professionals (R3) at <http://www.creditorinsolvencyguide.co.uk/>. A copy of 'A Creditors Guide to Liquidators' Fees' also published by R3, together with an explanatory note which shows Springfields Advisory LLP's fee policy are available at the link <http://www.insolvency-practitioners.org.uk/regulation-and-guidance/guides-to-fees>. Please note that there are different versions of the Guidance Notes and in this case you should refer to the November 2011 version.

## **LIQUIDATOR'S EXPENSES**

I enclose a schedule of my expenses for the Period. This includes category 1 & 2 disbursements.

Expenses are any payments from the estate which are neither an office holder's remuneration nor a distribution to a creditor or a member. Expenses also includes disbursements. Disbursements are payments which are first met by the office holder and then reimbursed to the office holder from the estate. Expenses are split into:

- category 1 expenses, which are payments to persons providing the service to which the expense relates who are not an associate of the office holder; and

- category 2 expenses, which are payments to associates or which have an element of shared costs. Before being paid category 2 expenses require approval in the same manner as an office holder's remuneration.

I have used the following professional advisors in the reporting period:

<b>Professional Advisor</b>	<b>Nature of Work</b>	<b>Basis of Fees</b>
Patterson Pancholi & Bay Limited	Solicitors	Time Costs and Disbursements

Patterson Pancholi & Bay Limited assisted with the legal settlement detailed above. Substantial legal costs and disbursements have been incurred in this matter, which has included Counsel's fees and an ATE insurance premium. Due to the limited realisations in this case, Patterson Pancholi & Bay Limited have only been able to recover a proportion of their costs.

The choice of professionals used was based on my perception of their experience and ability to perform this type of work, the complexity and nature of the assignment and the basis of my fee arrangement with them. I also confirmed that they hold appropriate regulatory authorisations. I have reviewed the fees they have charged and am satisfied that they are reasonable in the circumstances of this case.

## **FURTHER INFORMATION**

An unsecured creditor may, with the permission of the Court, or with the concurrence of 5% in value of the unsecured creditors (including the creditor in question), request further details of the Liquidator's remuneration and expenses within 21 days of their receipt of this final account. Any secured creditor may request the same details in the same time limit.

An unsecured creditor may, with the permission of the Court, or with the concurrence of 10% in value of the unsecured creditors (including the creditor in question), apply to Court to challenge the amount of remuneration charged by the Liquidator as being excessive, and/or the basis of the Liquidator's remuneration, and/or the amount of the expenses incurred as being excessive, within 8 weeks of their receipt of this final account. Any secured creditor may make a similar application to court within the same time limit.

As an Insolvency Practitioner, when carrying out all professional work relating to an insolvency appointment, I am bound by the Insolvency Code of Ethics, as well as by the regulations of my professional body. More details about these matters and general information about Springfields Advisory LLP that is of relevance can be found at <https://www.springfields-uk.com/regulatory>.

## **SUMMARY**

The winding up of the Company is now for all practical purposes complete and I am seeking the release of myself as Liquidator of the Company. Creditors and members should note that provided no objections to our release are received I shall obtain my release as Liquidator following the delivery of the final notice to the Registrar of Companies, following which my case files will be placed in storage.

## **DISCLAIMER**

This report has been prepared for the sole purpose of updating creditors and shareholders of the Company for information purposes to fulfil the necessary statutory requirements of the Liquidator. The report is private and confidential and may not be relied upon, referred to, reproduced or quoted from, in whole or in part, or otherwise used by creditors or shareholders for any purpose other than updating them for information purposes, or any other person for any purpose whatsoever.

If creditors have any queries regarding the conduct of the Liquidation, or if they want hard copies of any of the documents made available on-line, they should contact Luke Littlejohn by email at [Luke.l@springfields-uk.com](mailto:Luke.l@springfields-uk.com), or by phone on 0116 299 4745 before my release.

Dated: 22 December 2021

Yours faithfully  
For and on behalf of  
Sunrise Glazing Limited

A handwritten signature in black ink, appearing to be 'SD' followed by a long horizontal stroke.

**Situl Devji Raithatha**  
**LIQUIDATOR**

**Sunrise Glazing Limited**  
**(In Liquidation)**  
**Liquidator's Summary of Receipts & Payments**

Statement of Affairs £		From 06/08/2021 To 22/12/2021 £	From 06/08/2015 To 22/12/2021 £
(94,649.15)	SECURED CREDITORS		
	Secured Creditor	NIL	NIL
		NIL	NIL
	ASSET REALISATIONS		
	Bank Interest Gross	0.09	21.81
	Bank refund	NIL	56.83
7,595.00	Book Debts	NIL	300.00
13,620.00	Equity in finance agreement	NIL	21,596.00
	Goodwill	NIL	5,000.00
	Legal Settlement	110,000.00	110,000.00
12,702.28	Merchant Bond	NIL	NIL
1,150.00	Motor Vehicles	NIL	1,987.00
Uncertain	Stock/WIP	NIL	NIL
820.00	Unencumbered Plant & Machinery	NIL	1,417.00
		110,000.09	140,378.64
	COST OF REALISATIONS		
	Agents/Valuers Fees	NIL	7,250.00
	Assistance with preparation of S. of A.	NIL	2,500.00
	Corporation Tax	NIL	3.14
	Courier Costs	NIL	92.45
	Enquiry Agent's fees	NIL	800.00
	Insurance of Assets	NIL	137.80
	Land Registry Fees	NIL	75.00
	Legal Fees	75,400.00	79,362.70
	Liquidator's Remuneration	20,500.22	20,500.22
	Mileage	NIL	201.15
	Postage	NIL	102.72
	Preparation of S. of A.	NIL	10,000.00
	Printing and Photocopying	NIL	204.70
	Specific Penalty Bond	328.00	512.00
	Statutory Advertising	NIL	186.02
	Storage Costs	218.15	816.34
	Transcription Fees	NIL	201.60
	Travelling expenses	NIL	325.88
		(96,446.37)	(123,271.72)
(58,761.87)		13,553.72	17,106.92
	REPRESENTED BY		
	Vat Control Account		17,106.92
			17,106.92

## **Appendix 2**

### Administration

This represents the work involved in the routine administrative functions of the case by the office holder and their staff, together with the control and supervision of the work done on the case by the office holder and their managers. It does not give direct financial benefit to the creditors, but has to be undertaken by the office holder to meet their requirements under the insolvency legislation and the Statements of Insolvency Practice, which set out required practice that office holders must follow.

- Case planning - devising an appropriate strategy for dealing with the case and giving instructions to the staff to undertake the work on the case.
- Dealing with all routine correspondence and emails relating to the case.
- Maintaining and managing the office holder's estate bank account.
- Maintaining and managing the office holder's cashbook.
- Undertaking regular bank reconciliations of the bank account containing estate funds.
- Reviewing the adequacy of the specific penalty bond on a quarterly basis.
- Undertaking periodic reviews of the progress of the case.
- Overseeing and controlling the work done on the case by case administrators.
- Preparing, reviewing and issuing an annual progress report to creditors and members.
- Filing returns at Companies House.
- Preparing and filing VAT returns.
- Preparing and filing Corporation Tax returns.
- Seeking closure clearance from HMRC and other relevant parties.
- Preparing, reviewing and issuing a final account of the liquidation to creditors and members.
- Filing a final return at Companies House.

### Creditors

Claims of creditors - the office holder needed to maintain up to date records of the names and addresses of creditors, together with the amounts of their claims as part of the management of the case, and to ensure that notices and reports could be issued to the creditors. The office holder also needed to deal with correspondence and queries received from creditors regarding their claims and dividend prospects as they were received. The office holder was required to undertake this work as part of his statutory functions.

- Dealing with creditor correspondence, emails and telephone conversations regarding their claims.
- Maintaining up to date creditor information on the case management system.

### Realisation of assets:

- Liaising with solicitors and ensuring that the terms of the legal settlement were complied with.

# Time Entry - Cumulative Detailed SIP9 Time & Cost Summary

SU1587 - Sunrise Glazing Limited  
From: 06/08/2021 To: 22/12/2021  
Project Code: POST

Classification of Work Function	Partner	Manager	Other Senior Professionals	Assistants & Support Staff	Total Hours	Time Cost (£)	Avg Hourly Rate (£)	Hours Cum (POST Only)	Time Costs Cum (POST Only)
101 : Case Planning	0.00	0.00	1.70	0.00	1.70	358.70	211.00	28.70	6,862.10
** 102 : Administrative set-up	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.90	237.60
** 103 : Appointment Notification	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.50	1,025.00
** 104 : Maintenance of Records	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.60	1,640.10
105 : Statutory Reporting	0.00	3.20	0.00	0.00	3.20	1,046.40	327.00	21.00	6,523.50
106 : VAT & Tax Returns	0.00	0.00	0.10	0.00	0.10	21.10	211.00	6.70	1,326.70
107 : Case Monitoring	0.00	0.40	0.40	0.00	0.80	211.40	264.25	52.60	12,849.30
Administration & Planning	0.00	3.60	2.20	0.00	5.80	1,637.60	282.34	121.00	30,464.30
** 602 : Case Specific 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.30	208.00
Case specific matters	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.30	208.00
** 501 : Communication	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.30	4,508.10
** 502 : Claims inc emp, prefs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.60	1,468.50
** 503 : Report/secured creditor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.00	2,124.70
505 : Final Report	0.00	0.70	0.00	0.00	0.70	228.90	327.00	0.70	228.90
Creditors	0.00	0.70	0.00	0.00	0.70	228.90	327.00	29.60	8,330.20
** 201 : SIP 2 review	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.20	32.00
** 202 : CDDA reports	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29.70	6,773.00
** 203 : Antecedant transactions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.60	5,600.00
** 204 : Liasing with solicitors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.00	5,593.80
Investigations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62.50	17,998.80
** 301 : Ident. Sec. Insuring	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.10	3,684.70
** 303 : Debt collection	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.80	1,856.40
** 304 : Sale of prop.bus,assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.10	2,943.00
** 305 : Legal matters	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.00	15,945.70
Realisation of Assets	0.00	0.00	0.00	0.00	0.00	0.00	NAN	77.00	24,429.80
Total Hours	0.00	4.30	2.20	0.00	6.50	1,866.50	287.15	291.40	81,431.10
Total Fees Claimed						0.00			

\*\* - Denotes codes included in cumulative data that are not present in the period.

## **Sunrise Glazing Limited - In Creditors' Voluntary Liquidation**

### **Details of expenses incurred and paid from 6 August 2021 to date**

<b>Type</b>	<b>Incurred &amp; accrued in the Period (£)</b>	<b>Total expenses incurred and accrued to date (£)</b>
Specific Penalty Bond	328.00	512.00
Postage Costs	-	201.15
Corporation Tax	-	3.14
Statutory Advertising	-	186.02
Courier Costs	-	92.45
Land Registry Fees	-	75.00
Agents/Valuers Fees	-	7,250.00
Enquiry Agent's Fees	-	800.00
Travelling Expenses	-	325.88
Insurance of Assets	-	137.80
Transcription Fees	-	201.60
Legal Fees & Disbursements	-	141,263.70
Storage Costs	218.15	816.34
<b>TOTAL</b>	<b>546.15</b>	<b>151,865.08</b>

### **Category 2 Disbursements**

<b>Type</b>	<b>Incurred &amp; accrued in the Period (£)</b>	<b>Total expenses incurred and accrued to date (£)</b>
Printing and Photocopying	-	204.70
Mileage	-	201.15
<b>TOTAL</b>	<b>-</b>	<b>405.85</b>

## **SPRINGFIELDS ADVISORY LLP PRACTICE FEE RECOVERY POLICY FOR INSOLVENCY APPOINTMENTS**

### **Introduction**

This sheet explains the alternative fee bases allowed by the insolvency legislation when acting as office holder in insolvency appointments. The legislation allows different fee bases to be used for different tasks within the same appointment. The fee basis, or combination of bases, set for a particular appointment is/are subject to approval, generally by a committee if one is appointed by the creditors, failing which the creditors in general meeting, or the Court. The report accompanying the request to fix the basis of remuneration will indicate the basis, or bases, being requested in that particular case and will make it clear what work is to be undertaken in respect of each basis.

Further information about creditors' rights can be obtained by visiting the creditors' information micro-site published by the Association of Business Recovery Professionals (R3) at <http://www.creditorinsolvencyguide.co.uk/>. Details about how an office holder's fees may be approved for each case type are available in a series of guides issued with Statement of Insolvency Practice 9 (SIP 9) and can be accessed at <http://www.insolvency-practitioners.org.uk/regulation-and-guidance/guides-to-fees>. Alternatively, a hard copy can be provided on request. Please note that we have provided further details in this policy document.

SIP 9 also contains various requirements that the office holder has to comply with in connection with their remuneration, both when seeking approval and when reporting to creditors and other interested parties after approval. One of the matters that an office holder has to comply with is that they must also seek approval for any payments that could reasonably be perceived as representing a threat to the office holder's objectivity or independence by virtue of a professional or personal relationship, including to an associate. Where it is anticipated that such payments will be made in a case they will be separately identified when seeking approval for the basis of the office holder's remuneration.

Other than in respect of Voluntary Arrangements an office holder is required to record the time spent on casework in all cases, even if they are being remunerated for that work on a basis other than time costs. Time is recorded directly to the relevant case and the nature of the work undertaken is recorded at that time. The work is generally recorded under the following categories:

- Case Administration
- Realisation of Assets
- Investigations.
- Creditors
- Trading
- Case specific matters.

### **Time cost basis**

When charging fees on a time costs basis we use charge out rates appropriate to the skills and experience of a member of staff and the work that they perform. This is combined with the amount of time that they work on each case, recorded in 6 minute units with supporting narrative to explain the work undertaken.

## Charge-out Rates

Grade of staff	Current charge-out rate per hour, effective from 1 August 2021 £	Previous charge-out rate per hour, effective from 1 August 2020 £
Partner	482	475
Manager	289-365	282-356
Administrator	165-245	161-239

Time is recorded in units of 6 minutes (prior to 08/01/2007 this was 15 minute units)

These charge-out rates charged are reviewed periodically and are adjusted to take account of inflation and the firm's overheads.

When we seek time costs approval, we have to set out a fees estimate. That estimate acts as a cap on our time costs so that we cannot draw fees of more than the estimated time costs without further approval from those who approved our fees. When seeking approval for our fees, we will disclose the work that we intend to undertake, the hourly rates we intend to charge for each part of the work, and the time that we think each part of the work will take. We will summarise that information in an average or "blended" rate for all of the work being carried out within the estimate, and by reference to each separate category of work. The blended rate is calculated as the prospective average cost per hour, based upon the estimated time to be expended by each grade of staff at their specific charge out rate. We will also say whether we anticipate needing to seek approval to exceed the estimate and, if so, the reasons that we think that may be necessary.

A report accompanying the request to fix the basis of remuneration will include the fees estimate, as well as details of the expenses that will be, or are likely to be, incurred. Further information about expenses is given in a separate section below.

The disclosure that we make should include sufficient information about the insolvency appointment to enable you to understand how the proposed fee reflects the complexity (or otherwise) of the case, any responsibility of an exceptional kind falling on the office holder, the effectiveness with which the office holder has carried out their functions, and the value and nature of the property with which the office holder has to deal.

If we subsequently need to seek authority to draw fees in excess of the estimate, we will say why we have exceeded, or are likely to exceed the estimate; any additional work undertaken, or proposed to be undertaken; the hourly rates proposed for each part of the work; and the time that the additional work is expected to take. As with the original estimate, we will summarise that information in an average or "blended" rate for all of the work being carried out within the estimate, and by reference to each separate category of work, and will also say whether we anticipate needing further approval and, if so, why we think it may be necessary to seek further approval.

## Percentage basis

The legislation allows fees to be charged on a percentage of the value of the property with which the office holder has to deal (realisations and/or distributions). Different percentages can be used for different assets or types of assets. A report accompanying the request to fix the basis of remuneration will set out the potential assets in the case, the remuneration percentage proposed in respect of any realisations and the work covered by that remuneration, which may solely relate to work undertaken in connection with the realisation of the assets, but might also include other categories of work as listed

above. The report will also include details of the expenses that will be, or are likely to be, incurred. Further information about expenses is given in a separate section below.

The percentage approved in respect of realisations will be charged against the assets realised, and where approval is obtained on a mixture of bases, any fixed fee and time costs will then be charged against the funds remaining in the liquidation after the realisation percentage has been deducted.

A percentage of distributions made to unsecured creditors may also be requested, in order to cover the work associated with the agreement of claims and making the distribution.

The disclosure that we make will include sufficient information about the insolvency appointment to enable you to understand how the proposed fee reflects the complexity (or otherwise) of the case, any responsibility of an exceptional kind falling on the office holder, the effectiveness with which the office holder has carried out their functions, and the value and nature of the property with which the office holder has to deal. In order to meet the requirements of SIP 9 it will also explain why the basis requested is expected to produce a fair and reasonable reflection of the work that we anticipate will be undertaken on the case.

If the basis of remuneration has been approved on a percentage basis then an increase in the amount of the percentage applied can only be approved by the committee or creditors (depending upon who approved the basis of remuneration) in cases where there has been a material and substantial change in the circumstances that were taken into account when fixing the original level of the percentage applied. If there has not been a material and substantial change in the circumstances, then an increase can only be approved by the Court.

### **Fixed fee**

The legislation allows fees to be charged at a set amount. Different set amounts can be used for different tasks. A report accompanying the request to fix the basis of remuneration will set out the set fee that we proposed to charge and the work covered by that remuneration, as well as details of the expenses that will be, or are likely to be, incurred. Further information about expenses is given in a separate section below.

The disclosure that we make will include sufficient information about the insolvency appointment to enable you to understand how the proposed fee reflects the complexity (or otherwise) of the case, any responsibility of an exceptional kind falling on the office holder, the effectiveness with which the office holder has carried out their functions, and the value and nature of the property with which the office holder has to deal. In order to meet the requirements of SIP 9 we will also explain why the basis requested is expected to produce a fair and reasonable reflection of the work that we anticipate will be undertaken on the case.

If the basis of remuneration has been approved on a fixed fee basis then an increase in the amount of the fixed fee can only be approved by the committee or creditors (depending upon who approved the basis of remuneration) in cases where there has been a material and substantial change in the circumstances that were taken into account when fixing the original level of the fixed fee. If there has not been a material and substantial change in the circumstances, then an increase can only be approved by the Court.

### **Mixed basis**

If remuneration is to be sought on a mixed basis, we will make it clear in the report accompanying the request to fix the basis of remuneration which basis will be charged for each category of work that is to be undertaken on the case.

## **Members' voluntary liquidations and Voluntary Arrangements**

The legislation is different for members' voluntary liquidations (MVL), Company Voluntary Arrangements (CVA) and Individual Voluntary Arrangements (IVA). In MVLs, the company's members set the fee basis, often as a fixed fee, and SIP 9 does not apply unless the members specifically request it. In CVAs and IVAs, the fee basis is set out in the proposals and creditors approve the fee basis when they approve the arrangement.

### **All bases**

With the exception of IVA's and CVA's, which are VAT exempt, the officeholder's remuneration invoiced to the insolvent estate will be subject to VAT at the prevailing rate.

### **Expenses**

As already indicated, a report will accompany the request to fix the basis of remuneration and that will include details of expenses to be incurred, or likely to be incurred. When reporting to the committee and creditors during the course of the insolvency appointment the actual expenses incurred will be compared with the original estimate provided.

Expenses are any payments from the insolvent estate that are neither an office holder's remuneration nor a distribution to a creditor, or a member. Expenses also include disbursements. Disbursements are payments that are first paid by the office holder and then reimbursed from the insolvent estate. Expenses are divided into those that do not need approval before they are charged to the estate (Category 1) and those that do (Category 2).

Category 1 expenses are payments to persons providing the service to which the expense relates who are not an associate of the office holder. They can be paid by the office holder without obtaining prior approval. Examples of costs that may amount to Category 1 expenses are professional advisors (who are not associates), statutory advertising, external meeting room hire (where the room is only hired for that meeting), external storage, specific penalty bond insurance, insolvency case management software fees charged on a per case basis, and Company search fees.

Category 2 expenses are either payments to associates, or payments in respect of expenses that have an element of shared costs, such as photocopying and mileage. Category 2 expenses require approval in the same manner as an office holder's remuneration before they can be paid.

From 1 April 2021, the practice does not propose to recover any Category 2 expenses that include an element of shared costs.

Professional advisors may be instructed to assist the office holder on the case where they consider that such assistance is necessary to enable them to appropriately administer the case. The fees charged by any professional advisors used will be recharged at cost to the case. Where the professional advisor is not an associate of the office holder it will be for the office holder to agree the basis of their fees. Where the professional advisor is an associate of the office holder it will be for those responsible for fixing the basis of the office holder's remuneration to approve payments to them. The fees of any professional advisors are subject to the rights of creditors to seek further information about them or challenge them as summarised below. Professional advisors that may be instructed on a case include:

- Solicitors/Legal Advisors;
- Auctioneers/Valuers;
- Accountants;
- Quantity Surveyors;
- Estate Agents;
- Pension specialists;
- Employment Claims specialists; and
- GDPR/Cyber Security specialists.

## **Reporting and rights to challenge**

Once the basis of the office holder's remuneration has been approved, a periodic report will be provided to any committee and also to each creditor. The report will provide a breakdown of the remuneration charged by the office holder in the period covered by the report, i.e., the amount that the office holder is entitled to draw, together with the amount of remuneration actually drawn. If approval has been obtained for remuneration on a time costs basis, the time costs incurred will also be disclosed, whether drawn or not, together with the "blended" rates of such costs. The report will also compare the actual time costs incurred with those included in the fees estimate prepared when fixing the basis of the remuneration, and indicate whether the fees estimate is likely to be exceeded. If the fees estimate has been exceeded, or is likely to be exceeded, the report will explain why that is the case.

The report will also provide information about expenses incurred in the period covered by the report, together with those actually paid, together with a comparison with the estimated expenses. If the expenses incurred, or anticipated to be incurred, have exceeded the estimate provided the report will explain why that is the case.

Under the insolvency legislation the report must also include a statement of the legislative rights of creditors to request further information about the remuneration charged and expenses incurred in the period covered by the report, or to challenge them on the grounds that they are excessive. Extracts of the relevant insolvency rules dealing with these rights are set out below. Once the time period to seek further information about the office holder's remuneration and/or expenses for the period covered by the report has elapsed, then a Court Order is required to compel the office holder to provide further information about the remuneration and expenses. A Court order is required to challenge the office holder's remuneration and/or expenses for the period covered by the report. Once that period has elapsed, then a separate Court Order is required to allow an application out of time.

Under rule 18.9 of the Insolvency (England and Wales) Rules 2006, an unsecured creditor may, with the permission of the court or with the concurrence of 5% in value of the unsecured creditors (including the creditor in question) request further details of the office holder's remuneration and expenses, within 21 days of receipt of any report for the period. Any secured creditor may request the same details in the same time limit.

Under rule 18.34, an unsecured creditor may, with the permission of the court or with the concurrence of 10% in value of the unsecured creditors (including the creditor in question), apply to court to challenge the amount and/or basis of the office holder's fees and the amount of any proposed expenses or expenses already incurred, within 8 weeks of receipt of any report for the period. Any secured creditor may make a similar application to court within the same time limit.

Under some old legislation, which still applies for insolvency appointments commenced before 6 April 2010, there is no equivalent mechanism for fees to be challenged.