

Rule 1.24/1.54

## The Insolvency Act 1986

Notice to Registrar of Companies  
of Voluntary Arrangement  
Taking EffectPursuant 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

05923116

To the Registrar of Companies

Insert full name of  
Company

Name of Company

Enviropower Supplies Limited

Insert full name and  
Address

I Vincent A Simmons  
BV Corporate Recovery & Insolvency Services Limited  
7 St Petersgate  
Stockport  
Cheshire  
SK1 1EB

Insert date

the chairman of meetings held in pursuance of Section 4 the Insolvency Act 1986 on  
5 September 2016 enclose a copy of my report of the said meetings

Signed

*V.A.S.*

Date

*7 September 2016*Presenter's name,  
address and reference  
(if any)

ENVIROPOW  
Enviropower Supplies Limited

BV Corporate Recovery & Insolvency  
Services Limited  
7 St Petersgate  
Stockport  
Cheshire  
SK1 1EB

For Official Use

Liquidation Section

Post Room

FRIDAY



\*A5F713ZV\*

A07

09/09/2016

#112

COMPANIES HOUSE



**CORPORATE  
RECOVERY**

**TO ALL KNOWN CREDITORS**

Our Ref VAS/JEB

7 September 2016

Dear Sirs

**Enviropower Supplies Limited – Company Voluntary Arrangement  
County Court VA Number 2727 of 2016**

I write to inform you that the proposal of Enviropower Supplies Limited was approved by the requisite majority required in accordance with Rule 1 19 of the Insolvency Act 1986 I was appointed as the Supervisor

A copy of the Chairman's report is enclosed for your information

Creditors' attention is drawn to Section 5 of the Insolvency Act 1986 This states that all creditors of the company who receive notice of the meeting and were entitled to vote are bound by the terms of the approved proposals

Details of your claim should be forwarded to me if you have not already done so

If you consider that there are any issues, which need to be brought to my attention or require any more information regarding this matter, do not hesitate to contact me

Yours faithfully

**V A Simmons FABRP, FIPA  
Supervisor**

BV Corporate Recovery &  
Insolvency Services Ltd  
7 St Petersgate  
Stockport  
Cheshire  
SK1 1EB

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Directors  
VINCENT A SIMMONS FIPA FABRP  
BERNARD S VERBY FCCA  
STEVEN RHODES FCA FCCA  
JOHN SUTCLIFFE FCA FCCA



**Report to Court - Section 1.24 of the Insolvency Act 1986.**

**IN THE HIGH COURT OF JUSTICE, MANCHESTER DISTRICT  
REGISTRY VA number 2727 of 2016**

**RE: ENVIROPOWER SUPPLIES LIMITED**

**Address: Unit 17 Marchington Industrial Estate, Stubby Lane,  
Marchington, Uttoxeter, Staffordshire, ST14 8LP**

**CHAIRMAN'S REPORT TO COURT  
ON MEETING OF CREDITORS  
HELD PURSUANT TO SECTION 3 OF THE INSOLVENCY ACT 1986**


I, Vincent Andrew Simmons, of BV Corporate Recovery & Insolvency Services Limited, 7 St Petersgate, Stockport, Cheshire, SK1 1EB hereby report to the Court that I was appointed Supervisor in respect of the company voluntary arrangement of Enviropower Supplies Limited. The proposals were approved with the requisite majority in accordance with Rule 1.19 of the Insolvency Act 1986.

I attach Appendix 1, which shows the creditors and shareholders present, represented and qualified to vote at the meeting. It also shows the manner in which they voted.

Attached at Appendix 2 shows the modifications of the proposal.

No other resolutions were considered by the meeting.

Signed

  
Chairman

Dated this 5<sup>th</sup> day of September 2016

The Chairman's Report was filed at the High Court of Justice, Manchester District Registry on the 7 September 2016.

## APPENDIX I

### ENVIROPOWER SUPPLIES LIMITED

	£
<b>Creditor</b>	
Votes for Proposal (with modification)	265,420 63
Votes for Proposal (without Modification)	120,000 00
Votes Abstaining	00 00
Votes Against Proposal	00 00
<b>Total Votes in favour of Proposal</b>	<b>385,420.63</b>
<b>Total Votes against Proposal</b>	<b>00.00</b>

Note See attached proxy schedule

#### Shareholders

Votes for Proposal (without Modification)	
David George Unwin	100%
Shareholder Votes Against Proposal	nil
<b>Total Votes in favour of Proposal</b>	<b>100%</b>

As creditors and shareholders voting in favour represent more than seventy five per cent of total votes cast, the proposal was accepted

Summary of Proxies  
BV Corporate Recovery & Insolvency Services Limited  
Enviropower Supplies Limited

		CG	CS /F	CS /A	In Favour of	MOD	OG	OG /F	OG /A	OS /F	OS /A	Total	INV
1	CH00 HM Revenue & Customs				Chairman	265,420 63						265,420 63	
2	CU00 David J Urwin	120,000 00			Chairman							120,000 00	
	Totals	120,000 00 31 13%	0 00 0 00%	0 00 0 00%		265,420 63 68 87%	0 00 0 00%	0 00 0 00%	0 00 0 00%	0 00 0 00%	0 00 0 00%	385,420 63	0 00

Signature VAES

<b>Modifications proposed by Voluntary Arrangements Service (VAS) on behalf of H M Revenue &amp; Customs in respect of: -</b>	
<b>ENVIROPOWER SUPPLIES LTD</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.	(Interpretation) 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.	(Variation) 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.	(Variation) 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.	(HMRC claim) 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 (or the commencement of the prior administration) and CTSA / assessed tax for the accounting period(s) ended on or before the date of approval of the arrangement (or date of commencement of the prior administration)
5.	(Time limit) No time limit for lodging claims shall apply to HMRC.
6.	(Post approval returns and liabilities) All statutory returns and payments due to HMRC post approval of the arrangement shall be provided on or before their due date
7.	(Outstanding returns) 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.	(Dividend prohibition) 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.	(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
10.	<p>(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.</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>

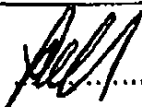
<b>GENERAL</b>	
11.	<b>(Co debtors)</b> The release of the company from its debts by the terms of CVA shall not operate as a release of any co-debtor for the same debts.
12.	<b>(Increased claims)</b> Where the total value of creditor's claims exceeds by 10% or more of the stated value of their affairs 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.
13.	<b>(Termination)</b> The arrangement shall terminate upon: (a) The making of a winding up order against the company, 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.
14.	<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
15.	<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 1.19 shall apply where any variation is proposed.  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.
<b><del>ASSETS</del></b>	
<b>CONTRIBUTIONS/REVIEWS</b>	
16.	<b>(Payments)</b> The company is to make no fewer than 20 monthly voluntary contributions of not less than £12,500 during the term of the arrangement.
17.	<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.
18.	<b>(Third Party Payments)</b> Third party payments shall be made as stated in the proposal  Failure by the third party to make the specified payment(s) shall be deemed an irrevocable breach of the arrangement.
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>(Duration)</b> The duration of the arrangement shall not exceed 20 months without the prior approval of a 75% majority in value of creditors' claims voting on the resolution.
21.	<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.
22.	<b>(Statutory Interest)</b> Where creditors' claims are met in full, S189 IA1986 shall apply. All references to winding up shall be taken as references to CVA and statutory interest shall be paid from the date the arrangement is approved, or the date of any earlier winding up order, or administration to the date of payment so far as available funds will allow
<b>DIRECTORS AND SHAREHOLDERS</b>	
23.	<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</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>
24.	<p><b>COMPLETION</b></p> <p>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 90 pence in the pound (p/£)</p>
<b>FEES</b>	
25.	<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.
26.	<b>(Fees)</b> The supervisor's fee shall not exceed £12,500 in total and shall be drawn proportionately in line with receipts.
27.	<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.
28.	The supervisor shall confirm in their report of the meeting of creditors that sufficient funding has been received.
29.	<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



Name

IAN MASKELL .....  
Collector

Date

1/9/16

AUTHORISED TO SIGN ON BEHALF OF HM REVENUE &amp; CUSTOMS