

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

06356427

To the Registrar of Companies

Insert full name of  
Company

Name of Company

A Plus English Limited

Insert full name and  
Address

I, Philip Richard Booth  
Of, PR Booth & Co  
Suite 7  
Milner House  
Milner Way  
Ossett  
WF5 9JE

Insert date

the chairman of adjourned meetings held in pursuance of Section 4 of the Insolvency Act  
1986 on 12 May 2011, enclose a copy of my report of the said meetings

Signed



Date

16.05.11

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

A Plus English Limited

Phil Booth  
PR Booth & Co  
Suite 7  
Milner House  
Milner Way  
Ossett  
WF5 5JE

For Official Use

Liquidation Section

Post Room

TUESDAY



\*AESW7U7K\*

A03

17/05/2011

47

COMPANIES HOUSE

**IN THE LEEDS DISTRICT REGISTRY**

**CVA NO. 503 of 2011**

**IN THE MATTER OF THE INSOLVENCY ACT 1986**

**AND IN THE MATTER OF**

**A PLUS ENGLISH LIMITED – COMPANY VOLUNTARY ARRANGEMENT ('CVA')**

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**CHAIRMAN'S REPORT TO COURT**

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I, Philip Booth, of PR Booth & Co, Suite 7, Milner House, Milner Way, Ossett, WF5 9JE hereby report to the Court pursuant to Rule 1.24 of the Insolvency Rules 1986 as follows -

1. The meetings of creditors and members convened to consider the directors' proposal to the company's creditors were held at the offices of PR Booth & Co, Suite 7, Milner House, Milner Way, Ossett, WF5 9JE on 28 April 2011 at 10 00am and 10.15am respectively and were subsequently adjourned to 12 May 2011.
2. At the adjourned meeting of members and creditors held at the same venue on 12 May 2011 at 10 00am and 10.15am respectively, the directors' proposal for a voluntary arrangement was approved with modifications as shown at Appendix B.
3. A list of creditors (with their respective values) who were present or represented at the meeting is attached at Appendix A, showing how each creditor voted.
4. Please note that the creditor modifications have not affected the anticipated dividend to creditors.
5. I can confirm that the EC Regulation on Insolvency Proceedings applies to the proposal and the proceedings are the main proceedings as defined in Article 3(1) of the EC Regulation.

Dated this 16<sup>th</sup> day of May 2011

Signed   
P R Booth  
Chairman

**ENDORSEMENT**

This report was filed at Court on the 16<sup>th</sup> day of May 2011

## Schedule of proxies received and votes cast at the adjourned meeting of creditors held on 12 May 2011

Creditor	Claim £	Proxy Holder	Accept £	Reject £	%	Modifications
HM Revenue & Customs Sheffield City Council	43,165.00	Chairman	43,165.00		32.12	Yes
	91,223.00	Chairman	91,223.00		67.88	No
Total	134,388.00		134,388.00	0.00	100.00	

Voting Summary

	£	%
Accept	134,388.00	100.00
Reject	0.00	0.00
Total	134,388.00	100.00



P Booth (Chairman)

**MODIFICATIONS**

**RE: A PLUS ENGLISH LIMITED – COMPANY VOLUNTARY ARRANGEMENT**

- i) HM Revenue & Customs (3 pages)

**Modifications proposed by Voluntary Arrangement Service (VAS) on behalf of  
H M Revenue & Customs in respect of. -**

**A Plus English Ltd**

*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.
- 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 **[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, (ii) a VAT and/or other levy or duty return due to 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.
- 6 **[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.
- 7 **[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.
8. **[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 for the same debts.
9. **[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.
- 10 **[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

- 11 **[Non-compliance]** 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. 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.
- 12 **[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.
13. **[Contributions]** Should any voluntary contribution fall 60 days into arrears or fall below the amount specified in the arrangement and remain so after 60 days this shall constitute a failure of the arrangement and the Supervisor shall petition for the compulsory winding up of the company.
- 14 **[Reviews]** The Supervisor is to conduct a full review every 6 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.
- 15 **[Claims]** The claims of third parties who have contributed to the assets available under the arrangement shall be treated as deferred and only rank for dividend once all unsecured claims have been satisfied.
16. **[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.
17. **[Duration]** The duration of the arrangement shall not exceed 66 months, without the prior approval of a 75% majority in value of creditors' claims voting for the resolution.
18. 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 75pence/£.
19. **[Variation]** The company shall not, within 12 months of approval propose a variation to the arrangement that will reduce the yield to creditors below the forecast of 75p/£ 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.

**20 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

**Signed****Name**  
**John Holt**  
**Debt Manager****Date**

16/4/11

**AUTHORISED TO SIGN ON BEHALF OF H M REVENUE & CUSTOMS**