

The Insolvency Act 1986

R.1.29Notice to Registrar of Companies of
Completion or Termination of Voluntary
Arrangement**Pursuant to Rule 1.29 of the Insolvency
Rules 1986**For Official Use
[]
[]
[]

To the Registrar of Companies

Company number

06869649

Name of company

(a) Insert full name
of company

Midland Metal Products Limited

(b) Insert full name
and addressWe, Tyrone Shaun Courtman
of PKF Cooper Parry Group Limited
Sky View
Argosy Road
East Midlands Airport
Castle Donington
Derbyshire
DE74 2SALee Brocklehurst
of PKF Cooper Parry Group Limited
Sky View
Argosy Road
East Midlands Airport
Castle Donington
Derbyshire
DE74 2SA

(c) Insert date

(d) Delete as
applicablethe former joint supervisors of a voluntary arrangement which took effect on 19 July 2016
enclose a copy of my notice to the creditors and members of the above-named company that
the voluntary arrangement has terminated, together with a report of my receipts and payments

Signed

Date 24 January 2017

Presenter's name,
address and
reference
(if any)Tyrone Courtman
PKF Cooper Parry Group Limited
Sky View
Argosy Road
East Midlands Airport
Castle Donington
Derbyshire
DE74 2SA

For Official Use

Liquidation Section

Post Room



A5YWDUAG

A16

26/01/2017

#236

COMPANIES HOUSE

Midland Metal Products Limited – Company Voluntary Arrangement (“the Company”)

Joint Supervisors’ Final Report

High Court of Justice, Birmingham District Registry No 8214 of 2016

19 January 2017

Tyrone Courtman and Lee Brocklehurst of
PKF Cooper Parry Group Limited
Sky View
Argosy Road
East Midlands Airport
Castle Donington
Derbyshire
DE74 2SA

Joint Supervisors' Final Report

Appendix

- A Statutory Information
- B Certificate of Termination
- C Joint Supervisors' Final Receipts and Payments Account as at 19 January 2017
- D Full details of work undertaken
- E Summary of current hourly rates and disbursements
- F A Creditors' Guide to Supervisors' Fees

1 Reason for Termination of CVA

As set out in my letter dated 21 November 2016, the Company's Proposal (as approved) provided in clause 19.1 that the Company shall be regarded in breach of the terms of the CVA if any other formal insolvency procedures were commenced by or against the Company and if any informal arrangement with creditors was entered into by the Company.

On 8 November 2016, the Company entered Administration, thereby breaching clause 19.1 of the Proposal, reasons for this are outlined in section 2.

As this breach was not capable of remedy, on 21 November 2016, I wrote to the creditors of the Company seeking creditors' confirmation that a certificate of termination be issued for the CVA.

By the date set for receipt of creditors' votes, I can confirm that 100% of creditors voted for the Certificate of Termination to be issued.

2 Reasons for Administration of the Company

As recently reported by the Administrators, after the Arrangement had commenced, it became apparent that a reduction in future anticipated sales caused by the withdrawal of support by a major customer would prove difficult to address. As a result, the board took the decision to seek a purchaser for the shares or business and assets to attempt to maximise the realisations and minimise claims against the Company.

After a period of marketing a purchaser was found for the business and the assets. On 8 November 2016, Lee Brocklehurst and I were appointed Joint Administrators of the Company following the Notice of Appointment of Administrators by the directors. Details of this are contained within the Administrators' Proposals, which you will have received a copy of.

Following this appointment, the CVA was breached and beyond remedy.

3 Joint Supervisors' Final Receipts and Payments Account as at 18 January 2017

Attached at Appendix B is a copy of the Joint Supervisors' final receipts and payments account as at 18 January 2017.

The principal items of income received and expenditure incurred are discussed in more detail below.

4 ASSET REALISATIONS

4.1 Company Contributions

As set out in the Proposal, the Company was to pay the following 60 monthly contributions into the CVA

Months 1 – 7	£2,500
Months 8 – 36	£15,000
Months 37 – 60	£17,500

I can confirm the first two monthly payments were made in accordance with the Proposals, amounting to £5,000

4.2 Winding Up Deposit

As per the modifications proposed by HM Revenue and Customs, on the day of the approval of the Proposal, a deposit of £3,000 was required to be paid to the Joint Supervisors for winding up proceedings. I can confirm that this amount was received. However, due to the Administration of the Company, this deposit will no longer be utilised for winding up proceedings.

5 PAYMENTS

5.1 Nominees' Fees

I can confirm that the amount of £7,500 has been invoiced and paid in respect of Nominees' Fees.

5.2 Joint Supervisors' Fees

The Joint Supervisors' remuneration was agreed as follows -

- £10,000 per annum (or any part thereof for a lesser period) fixed in relation to the administration costs of dealing with the Arrangement,
- 1% of contributions by the Company into the Arrangement; and
- 2.5% of distributions to Creditors

Following approval of the Proposal with modifications, the above Joint Supervisors' fee basis was agreed, however, fees were not to exceed £89,819. Due to the Administration of the Company, I have only been able to recover fees of £500 plus VAT. There will be no further Joint Supervisors' fees.

Enclosed at Appendix C is a copy of the creditors' guide to Supervisors' Fees.

6 UNSECURED CREDITORS

Due to the level of realisations in the CVA, I can confirm that there will not be any dividend distributions to the unsecured creditors.

7 CONCLUSION

That concludes my Final Report, the arrangement will now be terminated, please find enclosed a copy of the Certificate of Termination

If you have any points to raise, please do not hesitate to contact Kieran Marshall at this office

Yours faithfully



Tyone Courtman
Former Joint Supervisor

Enclosures

APPENDIX A

**MIDLAND METAL PRODUCTS LIMITED (COMPANY VOLUNTARY ARRANGEMENT)
STATUTORY INFORMATION**

Company Name	Midland Metal Products Limited
Previous Names	N/A
Proceedings	Company Voluntary Arrangement
Court	Birmingham District Registry
Court Reference	No 8214 of 2016
Date of Appointment	19 July 2016
Joint Supervisors	Tyrone Courtman and Lee Brocklehurst PKF Cooper Parry Group Limited Sky View Argosy Road East Midlands Airport Castle Donington Derbyshire DE74 2SA
Registered office Address	c/o PKF Cooper Parry Group Limited Sky View Argosy Road East Midlands Airport Castle Donington Derbyshire DE74 2SA
Company Number	06869649
Incorporation Date	3 April 2009
Company Secretary	Shannon Woods
Auditors	Adams Moore Audit Limited
Directors at date of Appointment	Jonathan Handford, Paul Maurice and Shannon Woods

THE INSOLVENCY ACT 1986

Midland Metal Products Limited ("the Company")
COMPANY VOLUNTARY ARRANGEMENT ("CVA")

BIRMINGHAM DISTRICT REGISTRY NUMBER 8214 OF 2016

CERTIFICATE OF TERMINATION

I, Tyrone Shaun Courtman, the Joint Supervisor of the CVA of the above-named Company approved on 19 July 2016, hereby certify that the CVA has been terminated due to the following

- 1 The Company entered Administration on 8 November 2016, breaching clause 19.1 of the Proposal

Creditors are no longer bound by the terms of the CVA

Signed Tyrone Courtman
Name TYRONE COURTMAN
Date 19 January 2017

Midland Metal Products Limited

Final Receipts & Payments Account as at 19 January 2017

APPENDIX C

	Notes	Statement of Affairs £	Realised to date £	Final Position £
ASSET REALISATIONS				
Company Contributions	4 1		5,000	5,000
Winding Up Deposit	4 2		3,000	3,000
Estimated total assets			<u>8,000</u>	<u>8,000</u>
Costs and Expenses				
Nominees' Fees	5 1		(7,500)	(7,500)
Joint Supervisors' Fees	5 2		(500)	(500)
			<u>-</u>	<u>-</u>
Funds available to Preferential Creditors			<u>-</u>	<u>-</u>
Funds available to Unsecured Creditors			<u>-</u>	<u>-</u>
Less:				
Trade creditors	6		-	-
Accruals and other creditors	6		-	-
VAT	6		-	-
PAYE/NIC	6		-	-
			<u>-</u>	<u>-</u>
Estimated Total Deficiency			<u>-</u>	<u>-</u>
Estimated dividend available to Unsecured Creditors				-

APPENDIX D

Full Details of Work Undertaken

General Description	Below are the details of the work undertaken by the Joint Supervisors from 19 July 2016 until the 19 January 2017
Administration and Planning	
Statutory	Filing of documents to meet statutory requirements
Document maintenance/file review/checklist	Filing of documents Periodic file reviews Periodic reviews of the application of ethical, anti-money laundering and anti-bribery safeguards Maintenance of statutory and case progression task lists/diaries Updating checklists
Bank account administration	Preparing correspondence opening and closing accounts Bank account reconciliations Correspondence with bank regarding specific transfers Maintenance of the estate cash book Banking remittances and issuing cheques/BACS payments
Planning / Review	Discussions regarding strategies to be pursued Meetings with team members and independent advisers to consider practical, technical and legal aspects of the case
Creditor reports	Preparing meeting and general reports to creditors Reporting to creditors regarding the breach of the arrangement, and inviting them to vote on the issue of a Certificate of Termination Drafting final report
Meeting of Creditors if variation of proposal required	Preparation of meeting notices, proxies/voting forms notice of meeting to all creditors Collate and examine proofs and proxies/votes to decide on resolutions Preparation of meeting file, including agenda, certificate of postage, attendance register, list of creditors, reports to creditors and draft minutes of meeting Responding to queries and questions following meeting Issuing notice of result of meeting
Realisation of Assets	
Contributions	Monitoring the Company's compliance with the terms of the CVA and taking necessary steps in the event of any delayed compliance with, or breaches of, the terms Periodic review of amount of contribution
Other terms of the proposal	Liaising with Director and HMRC about finalisation of the pre appointment tax position of the company Monitoring compliance with the terms of the VA
Creditors	
Creditor Communication	Receive and follow up creditor enquiries via telephone Review and prepare correspondence to creditors and their representatives via facsimile, email and post Correspondence with HMRC regarding pre-appointment tax position Reviewing creditor votes regarding Certificate of Termination
Processing proofs of debt	Preparation of correspondence to potential creditors inviting submission of proofs of debt Receipt of proofs of debt Adjudicating on claims Request further information from claimants regarding claims Preparation of correspondence to claimant advising outcome of adjudication

APPENDIX E

PKF COOPER PARRY GROUP LIMITED – BUSINESS RECOVERY AND INSOLVENCY CHARGING AND DISBURSEMENT RATES AND POLICIES

1.1 Standard Hourly Rates

	Rate effected from 1 May 2014	Rate effected from 1 May 2015	Rate effected from 1 May 2016
Partners/ Directors	400-450	400-450	375-475
Senior Manager/Consultant	335-350	350	350-400
Manager/Assistant Manager	200-250	200-250	200-250
Insolvency Administrator	150	100-150	100-175
Cashier	90-110	110	125
Administrative and Support	65-80	80	45-80
Tax & Compliance	242-289	138-475	160-581

1.2 Uplifts on Standard Hourly Rates

In some instances where there is undue risk to the firm in recovering its standard hourly rates in full, typically as a consequence of the pursuit of causes of action where the outcomes are far from certain, or where there are considered to be undue risks associated with the conduct of an assignment, then approval for a % uplift on standard hourly rates may be sought. The % uplift sought will vary depending upon the circumstances of each case.

1.3 Charging Policies

Time is recorded and charged to the case in units of not less than 6 minutes.

Where possible work is delegated to staff with the appropriate experience and charge out rate.

Time spent by all grades of staff are charged to the case.

It is the firm's policy to revise its charge out rates periodically. Details of revised rates are available on request and will be circulated with statutory reports to creditors and to the Creditors' Committee (if constituted).

2.1 Category One Disbursements (payable at cost)

External record storage, retrieval, destruction and archive boxes

Postage, stationery and files

Advertising

Legal and professional fees

Specific penalty bond

Insurances

External room hire

APPENDIX E

2.2 Category Two Disbursements (rates chargeable)

Photocopying	10p per sheet
Telephone and faxes	£1 per each debtor and creditor
Mileage	45p per mile
Use of small meeting room	£50 per half day
Use of large meeting room	£100 per half day

2.3 Disbursement policies

Category one disbursements represent payments made to PKF Cooper Parry Group Limited in respect of the specific costs incurred attributable to the case

Category two disbursements are paid to PKF Cooper Parry Group Limited calculated on the rates set out above which are reviewed periodically. Details of revised rates are available on request and will be circulated with statutory reports to creditors and to the Creditors' Committee (if constituted)

3.0 Legal and professional fees

Proposed fees are reviewed to consider work undertaken and its effectiveness

Where proposed fees are considered to be excessive, a reduction in the fee payable is negotiated

VOLUNTARY ARRANGEMENTS

A CREDITORS' GUIDE TO INSOLVENCY - PRACTITIONERS' FEES – ENGLAND AND WALES

1. Introduction

1.1 In a voluntary arrangement, as in other types of insolvency, the amount of money available for creditors is likely to be affected by the level of costs, including the remuneration of the insolvency practitioner appointed to implement the arrangement.

This guide explains how fees are fixed in voluntary arrangements, how the creditors can affect the level of fees, and the information which should be made available to them regarding fees

2. The Voluntary Arrangement procedure

2.1 Voluntary arrangements are available to both companies and individual debtors. Company Voluntary Arrangements are often referred to as CVAs, and Individual Voluntary Arrangements as IVAs.

2.2 The procedure is similar for both CVAs and IVAs and enables the company or individual to put a proposal to their creditors for a composition in satisfaction of their debts or a scheme of arrangement of their affairs. A composition is an agreement under which creditors agree to accept a certain sum of money in settlement of the debts due to them.

A CVA may be used as a stand-alone procedure or as an exit route from an administration. It may also be used where a company is in liquidation, but this is extremely rare. The proposal will be made by the directors, the administrator or the liquidator, depending on the circumstances.

A proposal for an IVA may be made by a debtor whether or not he is already subject to bankruptcy proceedings. The proposal will be considered by creditors at a meeting convened for that purpose. The procedure is extremely flexible and the form which the voluntary arrangement takes will depend on the terms of the proposal agreed by the creditors.

In both CVAs and IVAs the proposal must provide for an insolvency practitioner to supervise the implementation of the arrangement. Until the proposal is approved by the creditors, the practitioner is known as the Nominee. If the proposal is approved, the Nominee (or if the creditors choose to replace him, his replacement) becomes the Supervisor.

3. Fees, costs and charges - statutory provisions

3.1 The fees, costs, charges and expenses which may be incurred for the purposes of a voluntary arrangement are set out in the Insolvency Rules 1986 (rule 1.28 for CVAs and rule 5.33 (previously 5.28) for IVAs). They are:

- any disbursements made by the Nominee prior to the arrangement coming into effect, and any remuneration for his services agreed between himself and the company (or the administrator or liquidator, as the case may be) or the debtor (or the official receiver or trustee, where the debtor is subject to bankruptcy proceedings),
- any fees, costs, charges or expenses which are sanctioned by the terms of the arrangement (see below), or would be payable, or correspond to those which would be payable, in an administration, winding up or bankruptcy (as the case may be).

3.2 The rules also require the following matters to be stated or otherwise dealt with in the proposal (rule 1.3 for CVAs and rule 5.3 for IVAs):

- The amount proposed to be paid to the Nominee (as such) by way of remuneration and expenses, and
- The manner in which it is proposed that the Supervisor of the arrangement should be remunerated and his expenses defrayed.

4. The role of the creditors

4.1 It is for the creditors' meeting to decide whether to agree the terms relating to remuneration along with the other provisions of the proposal. The creditors' meeting has the power to modify any of the terms of the

proposal (with the consent of the debtor in the case of an IVA), including those relating to the fixing of remuneration

The Nominee should be prepared to disclose the basis of his fees to the meeting if called upon to do so. Although there are no further statutory provisions relating to remuneration in voluntary arrangements, the terms of the proposal may provide for the establishment of a committee of creditors and may include among its functions the fixing of the Supervisor's remuneration.

5. What information should the creditors receive?

5.1 When fixing bases of remuneration

5.1.1 When seeking agreement for the basis or bases of remuneration, the voluntary arrangement proposal or the Supervisor (where fees and disbursements are subject to agreement after approval of the arrangement) should provide sufficient supporting information to enable the creditors (or the committee of creditors where applicable) to make an informed judgement as to whether the basis sought is appropriate having regard to all the circumstances of the case. The nature and extent of the information provided will depend on the stage during the conduct of the case at which approval is being sought. The appendix to this guide sets out a suggested format for the provision of information.

5.1.2 If any part of the remuneration is sought on a time costs basis, the proposal or the Supervisor should provide details of the minimum time units used and current charge-out rates, split by grades of staff, of those people who have been or who are likely to be involved in the time costs aspects of the case.

5.1.3 The proposal or the Supervisor should also provide details and the cost of any work that has been or is intended to be sub-contracted out that could otherwise be carried out by the Supervisor or his or her staff.

5.2 After the bases of remuneration have been fixed

The Supervisor is required to send reports to creditors at specified intervals in accordance with rule 5.31A. When reporting to creditors, in addition to the matters specified in rule 5.31A, the Supervisor should provide an explanation of what has been achieved in the period under review and how it was achieved, sufficient to enable the progress of the case to be assessed.

Creditors should be able to understand whether the remuneration charged is reasonable in the circumstances of the case (whilst recognising that the Supervisor must fulfil certain statutory obligations and regulatory requirements that might be perceived as bringing no added value for the estate). Where any remuneration is on a time costs basis, the Supervisor should disclose the charge in respect of the period, the time spent and the average charge-out rates, in larger cases split by grades of staff and analysed by appropriate activity.

If there have been any changes to the charge-out rates during the period under review, rates should be disclosed by grades of staff, split by the periods applicable. The Supervisor should also provide details and the cost of any work that has been sub-contracted out that could otherwise be carried out by the Supervisor or his or her staff.

5.3 Disbursements and other expenses

5.3.1 Costs met by and reimbursed to the Supervisor in connection with the voluntary arrangement should be appropriate and reasonable. Such costs will fall into two categories.

Category 1 disbursements These are costs where there is specific expenditure directly referable both to the voluntary arrangement and a payment to an independent third party. These may include, for example, room hire, storage, postage, telephone charges, travel expenses, and equivalent costs reimbursed to the Supervisor or his or her staff.

Category 2 disbursements These are costs that are directly referable to the voluntary arrangement but not to a payment to an independent third party. They may include shared or allocated costs that can be allocated to the voluntary arrangement on a proper and reasonable basis, for example, business mileage.

Category 1 disbursements can be drawn without prior approval, although the Supervisor should be prepared to disclose information about them in the same way as any other expenses. Category 2 disbursements may be drawn if they have been approved in the same manner as the Supervisor's remuneration. When seeking approval, the Supervisor should explain, for each category of expense, the basis on which the charge is

being made

5.3.2 The following are not permissible

- a charge calculated as a percentage of remuneration,
- an administration fee or charge additional to the Supervisor's remuneration,
- recovery of basic overhead costs such as office and equipment rental, depreciation and finance charges.

6. Provision of information – additional requirements

The Nominee or Supervisor is required to provide certain information about the time spent on the case, free of charge, upon request by specified persons. The persons entitled to ask for this information are –

- any creditor,
- where the arrangement relates to a company, any director or member of that company; and
- where the arrangement relates to an individual, that individual.

The information which must be provided is –

- the total number of hours spent on the case by the insolvency practitioner or staff assigned to the case;
- for each grade of staff, the average hourly rate at which they are charged out,
- the number of hours spent by each grade of staff in the relevant period.

The period for which the information must be provided is the period from appointment to the end of the most recent period of six months reckoned from the date of the Nominee's or Supervisor's appointment, or where he has vacated office, the date that he vacated office. The information must be provided within 28 days of receipt of the request by the Nominee or Supervisor, and requests must be made within two years from vacation of office.

7. What if a creditor or debtor is dissatisfied?

7.1 Where a creditor or the debtor is dissatisfied the terms of the voluntary arrangement proposal may provide what action can be taken. In the absence of such a provision a creditor or a debtor who is dissatisfied by any act, omission or decision of the Supervisor may apply to the court (s 263 Insolvency Act 1986)

8. Effective date

This guide applies where the Nominee in relation to the arrangement agrees to act on or after 1 November 2011