

**Notice to Registrar of Companies of  
Supervisor's Progress Report****R.1.26A(4)(a)/R.  
1.54**Pursuant to Rule 1 26A(4)(a) or  
Rule 1 54 of the Insolvency Rules  
1986**For official  
use**

To the Registrar of Companies



Company Number

06924507

(a) Insert full name of  
company

Name of Company

(a) TS PEOPLE LIMITED

(b) Insert full name and  
address)(b) MICHELLE ANNE WEIR of  
LAMEYS  
ENVOY HOUSE  
LONGBRIDGE ROAD  
PLYMOUTH  
DEVON PL6 8LU

Supervisor of a Voluntary Arrangement taking effect on

(c) Insert date

(c) 9 SEPTEMBER 2013

Attach my Progress Report for the period from

(c) 9 SEPTEMBER 2015

to

(c) 8 SEPTEMBER 2016

Number of continuation sheets (if any) attached

Signed

Date 7 November 2016

Presenter's name,  
address and  
reference (if any)LAMEYS  
LAMEYS  
ENVOY HOUSE  
LONGBRIDGE ROAD  
PLYMOUTH  
DEVON

MAW/MDS/TS0069P/CVA/OI

**For Official Use**Liquidation  
Section

Post Room



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10/11/2016

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COMPANIES HOUSE

THURSDAY

**TS PEOPLE LIMITED**  
**COMPANY VOLUNTARY ARRANGEMENT**  
**SUPERVISOR'S ANNUAL REPORT TO CREDITORS**  
**FOR THE PERIOD 9 SEPTEMBER 2015 TO**  
**8 SEPTEMBER 2016**

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## 1 Introduction

You will recall that I was appointed supervisor of the CVA on 9 September 2013. By way of reminder, the CVA provided in the main for contributions of £15,000 per month for 5 years and operates in conjunction with voluntary arrangements made by 3 other connected parties. All 4 voluntary arrangements are operating as interlocking voluntary arrangements. The interlocking voluntary arrangements are as follows:

- Taylor Street Solicitors LLP (company voluntary arrangement) ("LLP")
- TS People Limited (company voluntary arrangement) ("TSP")
- PS Holdings Limited (company voluntary arrangement) ("Holdings")
- Philip John Street (individual voluntary arrangement) ("PJS")

As all the debts within the 4 voluntary arrangements have been incurred directly or indirectly as a result of the trading performance of Taylor Street Solicitors LLP, all the voluntary arrangements provide for an equal return to all creditors within the arrangements.

Due to the interlocking nature of the 4 voluntary arrangements, if 1 fails, the other 3 will also fail. When considering this report, creditors will need to make reference to the other 3 reports (copies enclosed) and ensure that the implications of those are also considered.

Definitions of terms and abbreviations used in this document are as follows:

<b>"the Arrangement"</b>	This company voluntary arrangement. Due to the interlocking nature of the voluntary arrangements the term "the Arrangement" may be used to refer to the voluntary arrangement for the LLP, TSP, Holdings, PJS or all four arrangements as a whole.
<b>"the Act"</b>	The Insolvency Act 1986 (as amended)
<b>"the Company"</b>	TS People Limited
<b>"CVA"</b>	Company voluntary arrangement
<b>"the Designated Members"</b>	Philip John Street and PS Holdings Limited
<b>"the Effective Date"</b>	9 September 2013
<b>"Holdings"</b>	PS Holdings Limited
<b>"the LAA"</b>	the Legal Aid Agency
<b>"the LLP"</b>	Taylor Street Solicitors LLP
<b>"the Members"</b>	Philip John Street and PS Holdings Limited
<b>"the Rules"</b>	The Insolvency Rules 1986 (as amended)
<b>"Secured Creditor"</b>	Any creditor of the Company whose claim is secured against any assets of the Company.
<b>"the SMP"</b>	Monthly payments received from the LLA in relation to lower crime work, being the Standard Monthly Payment.
<b>"the Supervisor"</b>	Michelle Anne Weir, Licensed Insolvency Practitioner of Lameys, Envoy House, Longbridge Road, Plymouth, PL6 8LU
<b>"TSP"</b>	TS People Limited

**"Unsecured Creditor"**

Any person other than a secured creditor, or a preferential creditor who has or claims to have any claim against the Company arising out of or having its origin in any matter occurring out of or prior to the Effective Date or arising out of any transaction act or omission of the Company on or before the Effective Date whether the claim be present, future, or contingent, or prospective, or whether liquidated, or for damages, and whether in contract or tort howsoever arising

The main provisions of the Arrangement are as follows

**Payments into the Arrangement**

TSP does not have any assets which can be made available to its unsecured creditors. The basis of TSP's CVA is therefore that it will receive dividend payments from the LLP under the terms of the LLP's CVA. The payments received from the LLP will facilitate the payment of costs of TSP's CVA and also a dividend payment to unsecured creditors of TSP's CVA which is equal to the dividend distribution being received by the Unsecured Creditors of the LLP's CVA. For further details of the LLP's CVA, creditors are advised to read the LLP's annual report which is enclosed with this report.

**Claim in the LLP's CVA**

The overriding principle of the Arrangement is that all Unsecured Creditors will receive the same dividend irrespective of which legal entity their debt is actually due from. This is because the financial affairs of the various entities (the LLP, TSP, Holdings and PJS) are considered to be inextricably linked and, therefore, to treat the Unsecured Creditors of the different entities differently would be unavoidably unfair. The Arrangement was therefore drafted to provide for all Unsecured Creditors in all 4 voluntary arrangements to benefit equitably from the contributions made by the LLP. The terms of the Arrangement, therefore, provide for TSP to submit a claim in the LLP's CVA but that the claim in the LLP's CVA will be restricted to the amount required to facilitate the same distribution to TSP's Unsecured Creditors as will be achieved for creditors of the LLP's CVA.

**Joint and several liabilities**

The LLP is jointly and severally liable for some of TSP's liabilities. These mainly relate to guarantees provided in relation to some of the LLP's finance agreements. These joint Unsecured Creditors will receive their dividend under the terms of the LLP's CVA.

**Variation of the Arrangement**

The designated members contacted me earlier this year and I met with the LLP on 17 March 2016 to discuss the change in trading circumstances it was experiencing. This resulted in a requirement for the Arrangement to be varied.

Part of the difficulties being faced by the LLP meant that cash flow was exceedingly tight for several months and, as a result, the LLP was unable to make its contribution for 4 months (February, March, April and May). The Arrangement provides me, as supervisor of the LLP, with the discretion to allow a 3 month contribution holiday in circumstances where I consider it to be for the benefit of the CVA. Therefore, I used my discretion to allow a 3 month contribution holiday for the February, March and April contributions however the missed May contribution could only be treated as a breach of the terms of the Arrangement and I issued formal notice of the breach on 2 June 2016.

I wrote to all creditors in the Arrangement on 6 June 2016 and convened a variation meeting of creditors for 6 July 2016 in order to consider varying the Arrangement. Creditors voted that

the contributions could be reduced to a manageable level given the reduction in cash flow from the LLP's trade and the missed contributions will be caught up at the end of the CVA. Therefore the last contribution is now scheduled to be made in December 2018.

The variation dealt with the breach of the terms of the Arrangement. When considering the variation, creditors will need to make reference to the other 3 reports (copies enclosed).

At the creditors meeting all of the variation resolutions were passed by creditors. For completeness I have detailed the resolution below.

#### Resolution 1

The term of the Company's CVA is extended to 6 years and 7 months.

If any creditors would like further copies of the variation documentation this can be provided on request.

This report now provides an update on the progress in the CVA in accordance with Rule 1.26 of the Insolvency Rules 1986. At Appendix A I have provided an account of my Receipts and Payments for the year ended 8 September 2016 with a comparison to the Directors' proposal.

## **2. Supervisor's comments**

### **Dividend payments from the LLP**

I have received three dividends from the LLP totalling £13,090 and can confirm this complies with the terms of the Arrangement at the time of this report.

### **Postage**

During the period of this report I have paid disbursements for postage.

### **Other matters**

Following the variation of the Arrangement, the Arrangement is fully compliant and creditors' claims are in line with original estimates.

## **3. Creditors**

### **Preferential creditors**

Preferential creditors which relates to employee claims for unpaid holiday pay and unpaid wages, were agreed and were paid in full on 13 June 2014. Most of these employees also had surplus claims over and above the statutory amounts paid by the RPO.

### **Unsecured creditors**

With the exception of employees, to date I have not received, adjudicated or admitted any claims from unsecured creditors whose debts were estimated to amount to £19,594.

Several creditors have not submitted claims yet. Please note, I will be declaring another dividend when funds permit. Therefore, if any creditor has not submitted a claim yet, I would urge them to submit it now.

#### 4. Supervisor's remuneration

The Arrangement provides that the Supervisor's remuneration will be based according to the time costs incurred by myself and my staff in administering the CVA

The Supervisor's time costs for the year ended 8 September 2016 total £2,198. This represents 19.4 hours at an average rate of £113.3 per hour. In the period the sum of £3,200 has been drawn on account, a large part of which relates to the outstanding time costs brought forward from the previous period.

Attached as Appendix B is a time analysis in accordance with the provisions of Statement of Insolvency Practice 9 (SIP9), providing details of the activity costs incurred by staff grade, for the year ended 8 September 2016 as well as for the period of the Arrangement to date.

During the period covered by this report the work carried out by myself and my staff has consisted of -

- = Necessary administration and planning of the case, case reviews and general management, meeting with directors
- = Cashiering and preparation of receipts and payments accounts
- = Preparation of reports to creditors and all other statutory duties
- = Calculation and payment of dividend distribution to creditors
- = Convening variation meeting and preparation of variation reports to creditors
- = Meetings and correspondence with the Members in relation to changes in the trading circumstances of the Company and the required variation of the Arrangement

Attached, as Appendix C is additional information in relation to Lameys policy on staffing, the use of sub-contractors and re-charging of disbursements. Creditors may obtain the guidance note "Voluntary Arrangements – A Creditors guide to Insolvency Practitioners Fees" at <http://tinyurl.com/bqoaopu> or upon request to myself.

#### 5. Distributions

Preferential creditor claims have been agreed and were paid in full on 13 June 2014.

Those unsecured creditor claims which have been submitted and agreed, have been paid the following dividend:

09/06/2014	4p in the £
23/12/2014	2.3p in the £
19/02/2016	12.4p in the £

At present, I am holding funds of approximately £28,042 in the LLP. The proposal states:

*"We propose that dividends be paid by the Supervisor at 6 monthly intervals (so long as sufficient funds are available for the payment of at least 5p in the £) and at the end of the Arrangement."*

Under the terms of the Arrangement a dividend to unsecured creditors was due on the anniversary of the Arrangement (9 September 2016). However the funds available in the arrangement are not sufficient to pay 5p in the £ and therefore I will consider the viability of another dividend in March 2017.

However, as previously mentioned there are several creditors who have not submitted a claim.

I have already paid three dividends in this Arrangement and it is anticipated that there will be further dividends. Therefore, I enclose, at appendix D, a claim form in order that creditors who still need to do so may register their claim in the Arrangement. Alternatively, if you have received this report but do not have a claim in the Arrangement please will you confirm, in writing, that you do not have a claim.

Should you require further information at any time, please do not hesitate to contact Simon Hicks of this office.

Yours faithfully

A handwritten signature in black ink, appearing to be 'M. Weir', with a long horizontal flourish extending to the right.

**MICHELLE WEIR  
SUPERVISOR**

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**TS PEOPLE LIMITED**  
**COMPANY VOLUNTARY ARRANGEMENT**

**RECEIPTS & PAYMENTS ACCOUNT**

09 SEPTEMBER 2013 TO 08 SEPTEMBER 2016

Estimated to realise per proposal £		09 09.2015 to 08 09.2016 £	Total to date £
	<b>RECEIPTS</b>		
51,229 00	Dividends from Taylor Street Solicitors LLP CVA	713 08	13,090 00
0 00	VAT refund	-	100 00
0 00	Interest	2 79	5 62
<u>51,229 00</u>		<u>715.87</u>	<u>13,195.62</u>
	<b>PAYMENTS</b>	£	£
	Preferential distribution (100p in the £ paid on 13/06/2014)	-	1,688 42
	Unsecured dividend (note 2)	553 38	851 05
	Meeting room hire	-	100 00
	Nominee's fee	-	3,000 00
	Adjournment fee	-	1,000 00
	Supervisor's remuneration	3,200 00	5,700 48
	Companies House searches	-	4 00
	Postage	3 88	39 53
	Statutory bonding	-	120 00
	Legal costs	-	611 00
		<u>3,757.26</u>	<u>13,114 48</u>
	Balance at bank		<u>81.14</u>

**Notes**

1 Receipts & payments are stated gross of VAT

2 Unsecured dividends paid -

13/06/2014 4p in the £

23/12/2014 2 3p in the £

11/03/2016 12 4p in the £

## APPENDIX B

**Period of Time Costs from 09 September 2015**  
**to 08 September 2016**

	Partner	Senior Manager	Managers	Administrators	Support Staff	Assistants & Total Hours	Total Cost	Average Rate £/hr
<b>Description of Work</b>								
Administration and Planning	0 00	3 50	0 00	0 00	12 40	15 90	£1,851 00	£ 116 42
Creditors	0 20	0 00	0 00	0 00	3 30	3.50	£ 347 00	£ 99 14
<b>Total Hours</b>	<b>0 20</b>	<b>3 50</b>	<b>0 00</b>	<b>0.00</b>	<b>15 70</b>	<b>19.40</b>	<b>£2,198.00</b>	<b>£ 113 30</b>
<b>Total Time Costs (£)</b>	<b>£</b>	<b>2,198 00</b>						

## TS PEOPLE LIMITED - COMPANY VOLUNTARY ARRANGEMENT

## APPENDIX B

Time Cost Analysis Summary

Period of Time Costs from 09 September 2013  
to 08 September 2016

Description of Work	Partner	Senior Manager	Managers	Administrators	Assistants & Support Staff	Total Hours	Total Cost	Average Rate £/hr
Administration and Planning	0 50	7 80	0 00	0 00	18 60	26 90	£ 3,437.00	£ 127.77
Investigations	0 00	0 00	0 00	0 00	3 20	3 20	£ 288.00	£ 90.00
Creditors	0 20	6 10	0 00	1 00	6 70	14 00	£ 2,084.00	£ 148.86
Tax/VAT	0 00	0 00	0 00	0 00	0 90	0 90	£ 81.00	£ 90.00
<b>Total Hours</b>	<b>0 70</b>	<b>13 90</b>	<b>0 00</b>	<b>1 00</b>	<b>29 40</b>	<b>45 00</b>	<b>£ 5,890.00</b>	<b>£ 130.89</b>

Total Time Costs (£)      £      5,890.00

## ADDITIONAL INFORMATION IN RELATION TO SUPERVISOR'S FEES

## PURSUANT TO STATEMENT OF INSOLVENCY PRACTICE 9 (SIP9)

## 1 Policy

Detailed below is Lameys policy in relation to -  
 Staff allocation and the use of sub-contractors  
 Professional advisors  
 Disbursements

## 1.1 Staff allocation and the use of sub-contractors

Lameys general approach to resourcing our assignments is to allocate staff with the skills and experience to meet the specific requirements of the case

The constitution of the case team will usually consist of a Partner, Manager, Senior and Administrator. The exact constitution of the case team will depend on the anticipated size and complexity of the assignment and on larger, more complex cases, several Seniors/Assistants may be allocated to meet the demands of the case.

It is my policy as Supervisor to delegate the routine administration of the Voluntary Arrangement to senior staff in order to maximise the cost effectiveness of the work performed. These staff are overseen by the Supervisor. Any matter of particular complexity or significant that requires responsibility of exceptional kind will be dealt with by the Supervisor or a Partner.

In common with all professional firms, the Supervisor's scale rates increase from time to time over the period of the administration of each Insolvency case. Lameys or any successor firm reserves the right to change the rates and grade structure.

Lameys does not utilise the services of any sub-contractors.

## 1.2 Professional advisors

On this assignment I have not needed to use any professional advisors.

## 1.3 Disbursements

Expenses and disbursements incurred by Lameys on dealing with the administration of the Arrangement are discharged as a practice overhead out of fee income. This means that there are no hidden costs for recharging the use of internal meeting rooms, document storage and other services provided in house by the firm.

For the avoidance of doubt, direct costs relating to the administration of the Arrangement are recovered if funds permit. These include, where applicable, statutory insurance, postage, advertising, travel expenses and expenses claims by Lameys staff where they are obliged to work away from the office. Furthermore, Lameys only seeks to recover the costs of printing, document storage and room hire when provided by external suppliers.

## 2 Charge out rates

A schedule of Lameys charge out rates was issued to creditors with the Proposal. Time is recorded in 6 minute units. There have been no material increases in charge out rates since that date.

The current charge out rates are as follows:

Partner	£250 per hour
Senior Manager	£210 per hour
Assistant Manager	£170 per hour
Administrators	£150 per hour
Assistants & Support Staff	£90 per hour

Creditors may obtain the guidance note "Voluntary Arrangements – A Creditors guide to Insolvency Practitioners Fees" at <http://tinyurl.com/boagppu> or upon request to myself.

**APPENDIX D**

**TS PEOPLE LIMITED**

**CREDITOR'S STATEMENT OF CLAIM**

Name and Address of Creditor

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Amount claimed in the Arrangement -  
(Including VAT)

£ 

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Signature of Creditor

---

Name of Creditor

---

Telephone

---

Fax

---

Email

---

Date

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Please provide appropriate documentation in support of your claim

If you are registered for VAT the amount claimed should include VAT even if VAT bad debt relief has been claimed under the Value Added Tax Act 1994

Please return this form when you have completed it to Lameys, Envoy House, Longbridge Road, Plymouth, PL6 8LU

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Creditors registered for VAT may be able to claim VAT bad debt relief in accordance with Section 36 Value Added Tax Act 1994. In broad terms relief is available when the debt is six months old and "written off" by the creditor entering it on his VAT refunds-for-bad-debts-account.

Claims lodged in the Arrangement should be gross, including any VAT element. If/when dividends are paid, creditors who have claimed VAT bad debt relief must apportion the dividend between VAT and the net element of their claim and account to HM Revenue & Customs for the VAT element through their VAT Return.

Insolvency Practitioners have no role in administering VAT bad debt relief under the Value Added Tax Act 1994. Creditors who are uncertain how to claim should contact their VAT office or take professional advice.