

# AM07

## Notice of creditor's decision on administrator's proposals



Companies House

SATURDAY



\*A8ZCAEQZ\*

A07

22/02/2020

#222

COMPANIES HOUSE

, please  
it  
house

### 1 Company details

Company number 0 7 1 3 3 6 0 9

Company name in full 151617 Ltd (Formerly Advance (International) Limited)

→ Filling in this form  
Please complete in typescript or in  
bold black capitals.

### 2 Administrator's name

Full forename(s) Neil Charles

Surname Money

### 3 Administrator's address

Building name/number 126 New Walk

Street Leicester

Post town LE1 7JA

County/Region

Postcode

Country

### 4 Administrator's name ①

Full forename(s)

Surname

① Other administrator  
Use this section to tell us about  
another administrator.

### 5 Administrator's address ②

Building name/number

Street

Post town

County/Region

Postcode

Country

② Other administrator  
Use this section to tell us about  
another administrator.

AM07

Notice of creditor's decision on administrator's proposals

**6 Purpose of procedure or meeting**

Creditors Meeting (First)

**7 Description of procedure or meeting<sup>①</sup>**

Physical Meeting

① Whether it was a virtual or physical meeting, some other decision procedure (please describe), or deemed consent.

**8 Address of meeting**

If a meeting was held at a physical location, give the address below.

Building name/number 126 New Walk

Street Leicester

Post town LE1 7JA

County/Region

Postcode

Country

## AM07

### Notice of creditor's decision on administrator's proposals

9

#### Other platform for decision procedure or meeting<sup>①</sup>

① If a meeting was not held at (or the decision procedure was not undertaken at) a physical location, tell us what means were used—for example email, videolink

10

#### Meeting

If a meeting was held was the required quorum met?

☒ Yes

☐ No

11

#### Details of creditors' decisions

Details of decisions including any modifications to the proposals approved by the creditors are as follows:

12

#### Details of any resolutions passed

Give details of any resolutions which were passed.


AM07

Notice of creditor's decision on administrator's proposals

**13** Date and time of decision made or resolution passed

Date	d	1	d	3	m	0	m	2	y	2	y	0	
Time	h	1	h	2	:	m	0	m	0				

**14** Sign and date

Administrator's signature	Signature	X		X									
Signature date	d	1	d	9	m	0	m	2	y	2	y	0	

AM07

Notice of creditor's decision on administrator's proposals



**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	Steven Glanvill
Company name	CBA
Address	126 New Walk Leicester
Post town	LE1 7JA
County/Region	
Postcode	
Country	
DX	
Telephone	0116 262 6804



**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 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)

**151617 Ltd – In Administration**  
**In the High Court of Justice, Business and Property Courts of England and Wales Insolvency**  
**and Companies List (ChD) Number CR-2019-008199**

**Company No: 07133609**

**MINUTE OF DECISIONS OF CREDITORS AT PHYSICAL MEETING**

Convener: Neil Money (Convener)

Held at: CBA Business Solutions Limited, 126 New Walk, Leicester LE1 7JA

on: 13 February 2020

at: 12.00 p.m.

Chair: Neil Money (Chair) ("NM")

In Attendance: Steven Glanvill (CBA Business Solutions Limited) ("SG")

Jade Flint (Freeths LLP) ("JF")

Andrew Stevens (Smith Cooper) ("AS") – representing W M Morrison Plc and Unique Forwarding Limited

The Chair reports as follows:

1. The decision was previously sought by deemed approval.
2. A physical meeting of creditors was requested by creditors with more than 10% of the value of the Company's debts, and subsequently duly convened.
3. A schedule of the creditors who voted in person or by proxy, their respective claims and how they voted is attached
4. The Chair noted that a quorum was present.
5. NM opened the meeting and confirmed that AS had received and read a copy of the Proposals. NM confirmed that the SIP16 sale had completed and that a number of investigation areas had been raised by various parties following appointment.

AS advised that he was aware of various issues and became aware of some issues post-appointment.

AS asked for amendments to the Proposals as follows:

To amend point 12 (a) (iii) to add the text 'to the extent to which the debts fell due before the Administration'

Point 12 (b) to be removed in relation to moving the Company to dissolution upon the completion of the Administration.

Point 12 (c) to be amended to place the Company into Compulsory Liquidation and to appoint Andrew Corden and Dean Nelson as Joint Liquidators as soon as possible.

NM and JF raised the point to suggest the law may not allow for that amendment on the basis that once the purpose of the Administration is complete, only if there will be a distribution to unsecured non-preferential creditors (other than by way of the Prescribed Part) can the Company be placed into Liquidation. If there is no such distribution, the exit route should be via dissolution.

NM raised the issue that there would potentially be a perceived conflict of interest if Andrew Corden and Dean Nelson were appointed as Joint Liquidators, given their previous involvement prior to the Administration. This is on the basis that they were involved with the negotiation of the sale agreement prior to NM appointment, and they would largely be reviewing their own work.

AS noted that point, and advised that issue was considered by himself, and the proposed appointees, and they considered any threat to be low enough such that it would not prevent them from being appointed.

NM respectfully disagreed, and reiterated the perceived threat, however NM noted that this was *as internal matter for the appointees to consider any conflict of interest*.

NM noted that he was obliged to continue with his investigations into the affairs of the Company and conduct of the Directors. The initial SIP16 marketing, sales negotiations and draft agreement was prepared by Smith Cooper.

AS noted that Smith Cooper were dis-instructed as they were unhappy at the idea that they could not write to certain parties who were creditors prior to the administration upon appointment, that they otherwise felt they would be obliged to do so.

NM confirmed that he sought legal advice concerning the position.

NM brought up two issues that he was aware were considered material in the SIP16 sale agreement:

1. Pre-appointment creditors being novated across to the new company, and upon completion of the agreement those creditors would no longer be creditors of the Company.
2. Intercompany and directors' loans being included in the agreement.

NM advised that he had sought legal advice as to both issues. He was advised by his solicitors that upon assignment of those specified debts, they would no longer be creditors of the Company and there was no duty to inform those creditors of the Administration.

NM advised that he had sought to clarify the intercompany and directors' loans, and could not complete the sale without those debts being listed and with specified amounts owed to and from the Company being provided. The agreement did not prohibit him investigating or pursuing further recoverable transactions outside the agreement and those amounts specified.

AS raised the same two areas relating to the agreement that his legal advice confirmed that the SIP16 sale could not complete:

1. AS noted that he had sought legal advice in relation to the assignment of the creditors, and that his legal advice suggested that those creditors included in the agreement should have been notified of the Administration. AS had noted that NM had followed his own separate legal advice that suggested that those creditors should not be informed, as they were novated upon completion of the agreement.
2. AS was concerned that the agreement completed and the SIP16 sale took place, as his legal advice had confirmed that he should not have included the intercompany debts and directors' loans.

NM advised that the initial agreement negotiated by Smith Cooper did not include specified debts. NM sought legal advice concerning the position, and considered that he had remedied that issue by obtaining specifics of the intercompany debts and directors loans to be included, and a schedule of the exact amounts were received and formed a schedule to the agreement.

AS, representing two creditors, requested that the Administration be exited as soon as possible (within 2 months, according to case law), and exit to Compulsory Liquidation with Dean Nelson and Andrew Corden being appointed as Joint Liquidators.

JF confirmed that creditors already had a remedy to the situation.

NM reiterated the potential conflict, as he was aware that Smith Cooper has essentially put the deal together, with the previously identified points relating to the intercompany debts and directors' loans being amended and rectified.

AS had considered the issue relating to a conflict, which was the reason behind Andrew Corden being an appointee.

AS advised that he would potentially vote to reject the Proposals, leaving the option for the Court to give directions.

NM asked why the additional text was required to be added, as previously detailed.

AS advised this was a creditor request.

JF advised that the Administrator could not agree to the amendment request Dean Nelson and Andrew Corden being appointed, for the reasons set out previously, and there may now need to be an application to the Court, however NM would carry on in office until such time.

AS suggested it would be for the Court to decide if the Proposals are rejected.

AS also noted that the creditors he represents would like the Director and former Director to be investigated.

NM confirmed he was aware of his duties and would make the necessary investigations into the Director and former Director

AS noted that there was another offer made to purchase the business and assets.

NM advised that he was unaware of such an offer.

6. Creditors were asked to vote on the following resolutions:

- i) For the approval of the Administrator's Proposals
- ii) That a Liquidation Committee should not be established
- iii) That the costs of convening and holding the meeting be paid as an expense of the Creditors'

The votes in respect of the resolutions were as follows:

Resolutions	For	Against
i)	0%	100%
ii)	0%	100%
iii)	0%	100%

Resolution i). was duly rejected.

Resolution ii). was duly rejected.

Resolution iii). was duly rejected.




7. Creditors were invited to determine whether to form a Creditors' Committee, and to nominate eligible Creditors' Committee members. The votes in respect of the decision to form a Creditor's Committee was as follows:

For	Against
0%	100%

Creditors did not decide to form a Creditors' Committee.

8. The meeting ended at 12.35 p.m.

  
\_\_\_\_\_  
Neil Money  
Chair

**Summary of Proxies**  
**CBA**  
**151617 Ltd (Formerly Advance (International) Limited)**  
**Creditors Meeting (First) - 13/02/2020**  
**27400**

Resolution 1 - For the approval of the Proposals

		Voting Amt	Holder	Received Type	Instruction	Voting Type	Instruction	In Favour of	Present at Meeting
1	CU05	Unique Forwarding Ltd rstrasser@uniqueforwarding.com	168,720.45	Andrew Stevens	Non Specif	Not Known	Non Specif	Not Known	
2	CW00	Wedo Finance Limited Unit 6 Hollinwood Business Centre Albert Street Oldham OL8 3QL	1.00	Chairperson	Specific	For	Specific	For	
3	CW01	WM Morrison Supermarkets Plc C/O Ian Gill, Eversheds Sutherland (International) LLP Water Court 116-118 Canal Street Nottingham NG1 7HF	983,840.00	Andrew Stevens	Non Specif	Not Known	Non Specif	Not Known	
Total for Resolution 1 based on actual proxies received totalling £0.00									
<b>Voting based on actual votes cast totalling £0.00 (this excludes Abstentions, Invalid and Not Known proxies totalling £0.00)</b>									
Voting in Favour of Resolution (A)				GBP	%	GBP			
				1.00	100.00	0.00			
				Voting against Resolution (B)		0.00			
						%			
						0.00			

Resolution 2 - That a Creditors' Committee be established

		Voting Amt	Holder	Received Type	Instruction	Voting Type	Instruction	In Favour of	Present at Meeting
1	CU05	Unique Forwarding Ltd rstrasser@uniqueforwarding.com	168,720.45	Andrew Stevens	Specific	For	Specific	For	
2	CW00	Wedo Finance Limited Unit 6 Hollinwood Business Centre Albert Street Oldham OL8 3QL	1.00	Chairperson	Specific	For	Specific	For	
3	CW01	WM Morrison Supermarkets Plc C/O Ian Gill, Eversheds Sutherland (International) LLP Water Court 116-118 Canal Street Nottingham NG1 7HF	983,840.00	Andrew Stevens	Non Specif	Not Known	Non Specif	Not Known	

**Summary of Proxies**  
**CBA**  
**151617 Ltd (Formerly Advance (International) Limited)**  
**Creditors Meeting (First) - 13/02/2020**  
**27400**

Total for Resolution 2 based on actual proxies received totalling £0.00

Voting based on actual votes cast totalling £0.00 (this excludes Abstentions, Invalid and Not Known proxies totalling £0.00)			
	GBP	%	
Voting in Favour of Resolution (A)	168,721.45	100.00	Voting against Resolution (B)
			GBP 0.00 % 0.00

Resolution 3 - That the costs of convening and holding the meeting be paid as an expense of the Creditors'

	Voting Amt	Holder	Received Type	Instruction	Voting Type	Instruction	In Favour of	Present at Meeting
1 CU05	168,720.45	Andrew Stevens	Non Specif	Not Known	Non Specif	Not Known		
		strasser@uniqueforwarding.com						
2 CW00	1.00	Chairperson	Specific	For	Specific	For		
		Unit 6 Hollinwood Business Centre						
		Albert Street						
		Oldham						
		OL8 3QL						
3 CW01	983,840.00	Andrew Stevens	Non Specif	Not Known	Non Specif	Not Known		
		WM Morrison Supermarkets Plc						
		C/O Ian Gill, Eversheds Sutherland (International) LLP						
		Water Court						
		116-118 Canal Street						
		Nottingham						
		NG1 7HF						

Total for Resolution 3 based on actual proxies received totalling £0.00

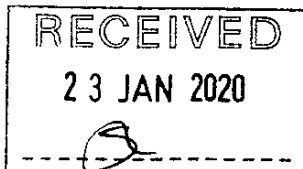
Voting based on actual votes cast totalling £0.00 (this excludes Abstentions, Invalid and Not Known proxies totalling £0.00)			
	GBP	%	
Voting in Favour of Resolution (A)	1.00	100.00	Voting against Resolution (B)
			GBP 0.00 % 0.00

**Key**

\* Associated creditors per S.435 IA 1986

23.1.20.

Received  
08:35



Rule 16.3

Insolvency Act 1986

Proxy

Notes to help  
completion of the  
form

Re: 151617 Ltd (Formerly Advance (International) Limited) - In Administration

Please give full name of  
person (who must be  
18 or over) or the  
"Chair". If  
you wish to provide  
for alternative proxy-  
holders in the  
circumstances that  
your first choice is  
unable to attend  
please state the  
name(s) of the  
alternatives as well.

Name of creditor UNIQUE FORWARDING LTD  
Address UNIQUE HOUSE, 147 HIGH STREET, BILLERICA, GUS  
CM12 9AB  
Name of proxy-holder  
1. ANDREW STEVENS  
2.  
3.

Please delete words in  
brackets if the proxy-holder  
is only to vote as directed  
i.e. he has no discretion

I appoint the above person to be my/the creditor's proxy-holder at the meeting of creditors to be held on 13 February 2020 or at any adjournment of that meeting. The proxy-holder is to propose or vote as instructed below (and in respect of any resolution for which no specific instruction is given, may vote or abstain at his/her discretion).

Any other resolutions  
which the proxy-  
holder is to propose or vote  
in favour of.

Voting instructions for resolutions

1. For the approval of the Administrator's Proposals

For / Against

2. That a Creditors' committee be established.

☒ For ☐ Against

If more room is required  
please use the other side of  
this form

3. That the costs of convening and holding the meeting be paid as an expense of the Creditors'

For / Against

This form must be  
signed

Signature S R Hill Date 23/01/2020

Name in CAPITAL LETTERS S R Hill

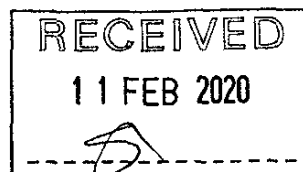
Only to be completed  
if the creditor  
has not  
signed in person

Position with creditor or relationship or other authority for signature

MANAGING DIRECTOR

\*Creditors are advised that the Physical Meeting of Creditors supersedes the original decision procedure and therefore a new proxy is required.

received 12:25  
11/2/20



Rule 16.3

Insolvency Act 1986

Proxy

Notes to help  
completion of the  
form

Re: 151617 Ltd (Formerly Advance (International) Limited) - In Administration

Please give full name of  
person (who must be  
18 or over) or the  
"Chair". If  
you wish to provide  
for alternative proxy-  
holders in the  
circumstances that  
your first choice is  
unable to attend  
please state the  
name(s) of the  
alternatives as well.

Name of creditor WEDO FINANCE LIMITED  
Address HOLLINWOOD BUSINESS CENTRE  
ALBERT STREET, OLDHAM, OL8 3DL

Name of proxy-holder

1. CHAIR

2.

3.

Please delete words in  
brackets if the proxy-holder  
is only to vote as directed  
i.e. he has no discretion

I appoint the above person to be my/the creditor's proxy-holder at the meeting of creditors to be held on 13 February 2020 or at any adjournment of that meeting. The proxy-holder is to propose or vote as instructed below (and in respect of any resolution for which no specific instruction is given, may vote or abstain at his/her discretion).

Voting instructions for resolutions

Any other resolutions  
which the proxy-  
holder is to propose or vote  
in favour of.

1. For the approval of the Administrator's Proposals

☒ For ☐ Against

2. That a Creditors' committee be established.

☒ For ☐ Against

If more room is required  
please use the other side of  
this form

3. That the costs of convening and holding the meeting be paid as an expense of the Creditors'

☒ For ☐ Against

This form must be  
signed

Signature

Kelly Tighe

Date

11.2.20

Name in CAPITAL LETTERS

KELLY TIGHE.

Only to be completed  
if the creditor  
has not  
signed in person

Position with creditor or relationship or other authority for signature

OPERATIONS DIRECTOR

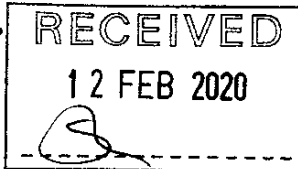
\*Creditors are advised that the Physical Meeting of Creditors supersedes the original decision procedure and therefore a new proxy is required.

Rule 16.3

Insolvency Act 1986

Proxy

Time rec. 15.16



12/2/20

Notes to help  
completion of the  
form

Re: 151617 Ltd (Formerly Advance (International) Limited) - In Administration

Please give full name of  
person (who must be  
18 or over) or the  
"Chair". If  
you wish to provide  
for alternative proxy-  
holders in the  
circumstances that  
your first choice is  
unable to attend  
please state the  
name(s) of the  
alternatives as well.

Name of creditor WM Morrison Supermarkets Plc  
Address Care of Ian Gill, Eversheds Sutherland (International) LLP,  
Water Court, 116-118 Canal Street, Nottingham, NG1 7HF

Name of proxy-holder

1. Andrew Stevens

2.

3.

Please delete words in  
brackets if the proxy-holder  
is only to vote as directed  
i.e. he has no discretion

I appoint the above person to be my/the creditor's proxy-holder at the meeting of creditors to be held on 13 February 2020 or at any adjournment of that meeting. The proxy-holder is to propose or vote as instructed below (and in respect of any resolution for which no specific instruction is given, may vote or abstain at his/her discretion).

Voting instructions for resolutions

Any other resolutions  
which the proxy-  
holder is to propose or vote  
in favour of,

1. For the approval of the Administrator's Proposals

For / Against

2. That a Creditors' committee be established.

For / Against

If more room is required  
please use the other side of  
this form

3. That the costs of convening and holding the meeting be paid as an expense of the Creditors'

For / Against

This form must be  
signed

Signature Eversheds Sutherland Date 12/02/2020

Name in CAPITAL LETTERS

IAN GILL OJ

Eversheds Sutherland (Internat) LLP

Only to be completed  
if the creditor  
has not  
signed in person

Position with creditor or relationship or other authority for signature

Solicitors acting on behalf of WM Morrison Supermarkets  
AND AS AUTHORIZED BY THEM

\*Creditors are advised that the Physical Meeting of Creditors supersedes the original decision procedure and therefore a new proxy is required.



**Business Solutions**  
**Insolvency Practitioners**

**Private and Confidential**

To all known Creditors

126 New Walk,  
Leicester LE1 7JA

Tel (0116) 262 6804

Fax (0116) 254 5678

Our ref NCM/SJG/002835/6 E-mail [leics@cba-insolvency.co.uk](mailto:leics@cba-insolvency.co.uk)  
[www.cba-insolvency.co.uk](http://www.cba-insolvency.co.uk)

Your ref

Date 13 January 2020

Dear Sir

**151617 Ltd (formerly Advance (International) Limited) ("the Company") – In Administration  
In the High Court of Justice, Business and Property Courts of England and Wales Insolvency  
and Companies List, Number CR-2019-008199**

I refer to my appointment as Administrator of the above Company on 19 December 2019 and now enclose a copy of the Administrator's proposals, together with a copy of the practice's fee recovery sheet and a proof of debt form.

You will note that the details of the financial position of the Company enclosed with the proposals includes personal data in the form of the names and addresses of individual creditors, together with the amounts owed to them. I am required to include this information in the details of the financial position of the Company, and send a copy to all known creditors, by virtue of paragraph 49 of Schedule B1 of the Insolvency Act 1986 and rule 3.35 of the Insolvency (England and Wales) Rules 2016. As a result, this is a valid use of the personal data of individual creditors, and it is not a breach of the Global Data Protection Regulations (GDPR).

I am not seeking a decision from the creditors for the reasons set out in the proposals. However, creditors whose debts amount to at least 10% of the total debts of the Company can require me to seek a decision from the creditors. You must make such a request to me in writing at CBA Business Solutions Limited, 126 New Walk, Leicester LE1 7JA, within 8 business days from the delivery of these proposals to you. Any request must be accompanied by a statement of decision you wish to be considered by the creditors, together with a statement of your claim. If necessary to achieve the requisite percentage of creditors to requisition the decision, your request should also be accompanied by a list of the creditors concurring with the request, the amounts of their claims, statements of their claim, and a confirmation of their concurrence. If a decision is not requisitioned within that time period, then my proposals will be deemed to have been approved.

Please note that if creditors requisition a meeting, then under the Insolvency legislation I am able to ask the requisitioning creditor, or creditors, to provide me with a deposit to cover the costs of seeking the decision from creditors. I need not initiate the decision procedure until I have received that deposit, although I can then seek a decision from the creditors that the costs of the requisitioned decision procedure are paid as an expense of the Administration. In this case I estimate that I would need a deposit in the region of £500.00 plus VAT, but will provide a precise, itemised amount should a decision procedure be requisitioned.

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 Guidance Notes issued with Statement of Insolvency Practice 9, and they can be accessed at <https://www.r3.org.uk/what-we-do/publications/professional/fees>. There are different versions of these Guidance Notes, and in this case please refer to the April 2017 version. Please note that we have also provided further details in the practice fee recovery sheet.

CBA Business Solutions Limited uses personal information in order to fulfil the legal obligations of our Insolvency Practitioners under the Insolvency Act and other relevant legislation, and also to fulfil the legitimate interests of keeping creditors and others informed about the insolvency proceedings. You can find more information on how CBA Business Solutions Limited uses your personal information on our website at [www.cba-insolvency.co.uk](http://www.cba-insolvency.co.uk).

If you have any queries regarding the conduct of the Administration, or if you want hard copies of any of the documents made available on-line, you should contact Steven Glanvill by email at [Steven.Glanvill@cba-insolvency.co.uk](mailto:Steven.Glanvill@cba-insolvency.co.uk), or by phone on 0116 262 6804.

Finally, please note that the affairs, business and property of the Company are being managed by the Administrator, Neil Money. The Administrator acts as an agent of the Company and contract without personal liability.

Yours faithfully

A handwritten signature in black ink, appearing to be 'NM' or similar, with a long, sweeping underline.

Neil Money  
**ADMINISTRATOR**

Enc.



**Administrator's Proposals relating to  
151617 Ltd (formerly Advance (International) Limited) ("the Company") – In  
Administration**

**Issued on: 13 January 2020**

**Delivered to creditors on: 13 January 2020**

I am the Administrator of the Company and these are my statutory proposals relating to the Company.

## 1. STATUTORY INFORMATION

### Company Information

Company name: 151617 Ltd  
Previous name: Advance (International) Limited  
Trading name: Advance LED Lighting Solutions  
Company number: 07133609  
Date of incorporation: 22 January 2010  
Trading address: 1 Lowman Way, Hilton Business Park  
Hilton, Derby, DE65 5LJ  
Current registered office: C/O CBA Business Solutions Limited, 126 New Walk,  
Leicester LE1 7JA  
Former registered office: 1 Lowman Way, Hilton Business Park  
Hilton, Derby, DE65 5LJ  
Principal trading activity: Manufacture of electric lighting equipment

### Appointment Details

Administrator Neil Money, IP Number: 8900  
Administrator's address CBA Business Solutions Limited, 126 New Walk, Leicester  
LE1 7JA  
Date of appointment 19 December 2019  
Court name and reference High Court of Justice, Business and Property Courts of  
England and Wales Insolvency and Companies List (ChD)  
number CR-2019-008199  
Appointment made by: Director (where notice of intention to appoint was given)  
Officers of the Company:

Directors:	Name:	Shareholding
	Michael William Arthur Stonebridge	50 Ordinary shares of £1.00 each, 4.99%

Company secretary:	Name:	Shareholding
	N/A	N/A

### Share capital

Authorised	Allotted, called up and fully paid
650 A Ordinary shares of £1.00 each 300 B Ordinary shares of £1.00 each	650 A ordinary shares of £1.00 each 300 B Ordinary shares of £1.00 each

50 C Ordinary shares of £1.00 each  
1 D Deferred share of £1.00 each  
1 E Deferred share of £1.00 each

50 C Ordinary shares of £1.00 each  
1 D Deferred share of £1.00  
1 E Deferred share of £1.00

## **Charges**

Wedo Finance Limited hold a fixed and floating charge created on 15 November 2019 and registered on 18 November 2019.

## **2. CIRCUMSTANCES LEADING TO THE APPOINTMENT OF THE ADMINISTRATOR**

Creditors should note that, unless otherwise stated, this section of my proposals has been prepared based on information provided to me by the directors of the Company and not from my personal knowledge as Administrator.

151617 Ltd (formerly Advance (International) Limited) ("the Company") was incorporated on 22 January 2010 and commenced trading on 6 March 2012. The principal purpose of the Company was the retail of energy efficient lighting to various market sectors and was acquired through a 'pre-pack' agreement by Construction Industry Solutions Limited ("COINS")

At a time when the UK was beginning to focus on its environment, reducing energy usage and pollution, the Company was one of the leading manufacturers to start producing LED efficient lighting. The Company have since developed its products further to provide various lights that can prolong the life of food in the refrigeration market. In addition, the Company designed bespoke products for the point of Sale industry.

The Company's market sectors are general lighting, retail and point of sale, with the majority of clients being based in the UK. The vast majority of marketing is undertaken through the Company's website, albeit there are no awards or accreditations in place.

Having been acquired through a pre-pack agreement, the Company initially operated profitably, however during the last 2 / 3 years the main business of providing lighting in the retail and high street market has suffered a significant decline, as customer shift towards purchasing goods from the internet. This has been a trend across the retail sector, as large high street chains have also been closing stores, which has had a detrimental effect on the Company as lighting the Company provided to that market had also declined.

The current director, together with Mr Simon Deacon, acquired the business in December 2016. New loans and finance were introduced into the business and further credit obtained in order to increase cash flow.

The Company began operating an invoice discounting facility through Bibby Financial Services Limited, however earlier in 2019 this facility was closed after a substantial payment was received from a large customer that was not fully drawn down. This caused major cash flow problems to an already distressed business, resulting in problems paying creditors, culminating in writs and statutory demands being issued in or around November 2019.

The Director sought advice from an Insolvency Practitioner, Smith Cooper. Sales were lower than forecast and although some overheads were reduced there remained financial pressure from a number of creditors including the threat of Winding Up Petitions which ultimately led to the decision to appoint an Administrator.

The subsequent advice resulted in a Notice of Intention to Appoint an Administrator being issued in November 2019, and a marketing of the business and assets of the Company's being undertaken. A statutory moratorium against legal proceedings took effect from that date. A second Notice of Intention to Appoint and Administrator was issued by Smith Cooper, resulting in a continued statutory moratorium.

Following the marketing of the business and assets of the Company, interest in acquiring the business and assets was shown by the Director, and a sale / purchase was negotiated with Smith Cooper with a view to proceeding with a pre-pack sale in line with Statement of Insolvency Practice ("SIP") 16.

Due to a dispute over the terms of the sale / purchase agreement, the Director took the decision to dis-instruct Smith Cooper and, the Director was introduced to me by his solicitor, Louise Johal of Richard Nelson LLP, on 6 December 2019, with a subsequent meeting taking place on 11 December 2019 to discuss the background and current position.

Following my instruction I reviewed the information provided to Smith Cooper, ("the prior instructed Insolvency Practitioner"), and confirmed that the route taken was the most appropriate route. It was not considered necessary to conduct a further marketing exercise, as this would have delayed any potential sale to the connected party and may have jeopardised the sale as whole or diminished any value in the goodwill. In addition, a further marketing exercise was unlikely to have yielded a different result, as I was satisfied the original marketing exercise had reached a sufficiently broad audience.

A summary of the Company's recent trading performance is shown below.

	Management Accounts	Filed Accounts	Filed Accounts
ABBREVIATED PROFIT & LOSS ACCOUNT	Y/E 30.09.19	Y/E 31.12.18	Y/E 31.12.17
Turnover	2,246,124	3,216,108	3,362,769
Cost of Materials	(1,520,019)	(1,865,637)	(2,184,670)
<b>Gross Profit/(Loss)</b>	726,104	1,350,471	1,178,099
Administration Expenses	(804,011)	(1,918,472)	(2,673,195)
Other Operating Income	-	-	-
<b>Operating Profit/(Loss)</b>	(77,906)	(568,001)	(1,495,096)
Net interest payable	(113,813)	(142,416)	(127,945)
Other Charges	(25,836)	-	-
<b>Profit/(Loss) on Ordinary Activities before Taxation</b>	(217,556)	(710,417)	(1,623,041)
Tax on Profit on Ordinary Activities	(8,114)	180,599	156,095
<b>Profit/(loss) on Ordinary Activities after Taxation</b>	(209,442)	(529,818)	(1,466,946)
Dividends	-	-	-
<b>Retained Profit/(Loss) for the Year</b>	(209,442)	(529,818)	(1,466,946)
Accumulated Profit/(Loss) Brought Forward	(1,296,205)	(766,387)	700,559
<b>Retained Profit/(Loss) Carried Forward</b>	(1,505,647)	(1,296,205)	(766,387)

<b>ABBREVIATED BALANCE SHEET</b>	<b>Management Accounts</b>	<b>Filed Accounts</b>	<b>Filed Accounts</b>
	<b>Y/E 30.09.19</b>	<b>Y/E 31.12.18</b>	<b>Y/E 31.12.17</b>
<b>Fixed Assets</b>			
Intangible Assets	-	-	-
Tangible Assets	22,613	48,450	65,176
	<u>22,613</u>	<u>48,450</u>	<u>65,176</u>
<b>Current Assets:</b>			
Stock	512,704	462,704	571,972
Debtors	(298,180)	1,388,518	1,329,544
Prepayments	17,367	-	-
Corporation Tax	70,203	-	-
Cash at Bank and in Hand	7,816	4,599	16,787
	<u>309,911</u>	<u>1,855,821</u>	<u>1,918,303</u>
<b>Creditors: amounts falling due within one year</b>	<u>(1,267,207)</u>	<u>(2,972,514)</u>	<u>(2,421,569)</u>
<b>Net Current Assets/(Liabilities)</b>	<u>(957,296)</u>	<u>(1,116,693)</u>	<u>(503,266)</u>
<b>Total Assets Less Current Liabilities</b>	<u>(934,683)</u>	<u>(1,068,243)</u>	<u>(438,090)</u>
<b>Creditors: amounts falling due after more than one year</b>	(569,962)	(223,322)	(321,058)
<b>Provision for Liabilities</b>	<u>-</u>	<u>(3,638)</u>	<u>(6,237)</u>
<b>Net Assets</b>	<u>(1,504,645)</u>	<u>(1,295,203)</u>	<u>(765,385)</u>
<b>Capital and Reserves</b>			
Called Up Share Capital	1,002	1,002	1,002
Profit and Loss Account	<u>(1,505,647)</u>	<u>(1,296,205)</u>	<u>(766,387)</u>
<b>Shareholders' Funds</b>	<u>(1,504,645)</u>	<u>(1,295,203)</u>	<u>(765,385)</u>

It should be noted that the management accounts have not been verified for accuracy and therefore may not reflect the Company's true trading position.

Prior to the commencement of the Administration Neil Money acted as advisor to the Board as a whole acting on behalf of the Company. No advice was given to the individual directors regarding the impact of the insolvency of the company on their personal financial affairs. Whilst not formally in office at that time, Neil Money was still required to act in his dealings with the Company in accordance with the Insolvency Code of Ethics.

As required by the Insolvency Code of Ethics, I considered the various threats to my objectivity arising from this prior involvement. I concluded that those threats were at an acceptable level such that I could still act objectively and hence could be appointed Administrators of the Company.

On 19 December 2019, I was appointed by the Director as Administrator of the Company and took over from the Board responsibility for the management of the affairs, business and property of the Company.

### **3. OBJECTIVES OF THE ADMINISTRATION AND THE ADMINISTRATOR'S STRATEGY FOR ACHIEVING THEM**

As Administrator of the Company, I am an officer of the Court, and must perform my duties in the interests of the creditors as a whole in order to achieve the purpose of the Administration, which is to achieve one of the three objectives set out in the insolvency legislation, namely to:

- (a) rescue the Company as a going concern; or
- (b) achieve a better result for the Company's creditors as a whole than would be likely if the Company were wound up (without first being in Administration); or
- (c) realise property in order to make a distribution to one or more secured or preferential creditors.

Objective (a) could not be achieved as no purchaser could be found for the shares of the Company and the nature of the Company's trading and its financial circumstances meant that a Company Voluntary Arrangement was not appropriate.

As a result, I am seeking to achieve objective (b) for the Company, and will do this by achieving a 'pre-pack' sale of the business and assets pursuant to SIP 16, to ensure that there is no break in trading, which would likely have a significant detrimental impact on the goodwill and any future trading. In addition, upon completion of the sale there has been a significant reduction in total creditor claims following novation of certain of the Company's debts and avoidance of significant contingent employee claims, which in turn will result in a better result for creditors generally. This will also ensure that maximum realisations are made for the benefit of creditors than if the Company was placed into Creditors' Voluntary Liquidation, without first being in Administration.

The insolvency legislation has set a 12 month maximum duration for Administrations, unless the duration is extended by the Court or the creditors. If I am unable to complete the Administration of the Company within 12 months then I will either apply to the Court, or seek a decision from the creditors to extend the duration of the Administration.

### **4. ACTIONS OF THE ADMINISTRATOR FOLLOWING APPOINTMENT**

Since I was appointed Administrator I have completed a sale of the business and assets as a 'pre-pack' sale, pursuant to SIP16, to a connected party. This was necessary in order to protect and realise the assets of the Company. Further disclosure and consideration information as required by SIP16 and SIP13 are provided later in this report. I have also made arrangements to insure lease vehicles prior to collection by the relevant finance companies.

I have also undertaken routine statutory and compliance work such as notifying creditors of my appointment, filing notice of my appointment at Companies House and preparing and placing a Gazette notice, issuing directors' questionnaire to directors holding office within the last 3 years, and requesting submission of a Statement of Affairs, together with obtaining a specific penalty bond. I had to undertake this work either as part of my routine administrative functions. These are tasks that are required by statute or regulatory guidance, or are necessary for the orderly conduct of the proceedings, and whilst they do not produce any direct benefit for creditors, they still have to be carried out.

I decided that the objective of the Administration was best achieved by the Company ceasing trade and an immediate sale being made. As a result, the Company ceased trading on 19 December 2019. Since then I have completed the sale of the business and assets to a connected party and prepared these Proposals to creditors.

The following comprises my disclosure to creditors in order to meet the requirements of Statement of Insolvency Practice 16 as regards the pre-pack sale.

#### Role of the Insolvency Practitioner

I was introduced to the Board of the Company by Louise Johal of Richard Nelson LLP on 6 December 2019. I first met with the Board on 11 December 2019 to discuss the financial affairs of the Company. Prior to the commencement of the Administration I advised the Board as a whole, acting on behalf of the Company, about the Company's financial difficulties and provided advice about the options available to the Company to help determine an appropriate course of action to take. No advice was given to the individual directors regarding the impact of the insolvency of the Company on their personal financial affairs. Whilst not formally in office at that time, I was still required to act in my dealings with the Company in accordance with the Insolvency Code of Ethics

Threats to integrity, objectivity and professional behaviour have been identified due to the underlying self-review threat due to the pre-pack sale. However, these threats are considered to be mitigated by the fact I was not involved in the initial advice, marketing and original negotiations. I reviewed the documentation and actions taken by the previous instructed Insolvency Practitioner and considered that, whilst some amendments were made to the sale / purchase agreement itself, the previously negotiated pre-pack sale represented the best return for creditors generally, whilst preserving employment through a transfer of employees and their contracts under the Transfer of Undertakings (Protection of Employees) "TUPE" regulations.

Neither CBA Business Solutions Limited, nor any director or employee, have had any prior professional relationship with the Company, its directors or beneficial owners prior to this assignment.

Ultimately the Company was placed into Administration and I was appointed Administrator. As Administrator I am an officer of the Court and I have taken over the management of the Company from the Board. As indicated above, the purpose of this Administration is achieve objective (b), to achieve a better result for the Company's creditors as a whole than would be likely if the Company were wound up (without first being in Administration).

In order to help me achieve the objective I have a wide range of powers, as set out in the insolvency legislation, and I must perform my functions as quickly and efficiently as is reasonably practicable. I must also act in the interests of the creditors of the Company as a whole other than where objective c) is being pursued I need only ensure that I do not unnecessarily harm the interests of the creditors of the Company as a whole.

#### Pre-appointment considerations

Prior to my appointment as Administrator, the Company had instructed and taken advice from a qualified Insolvency Practitioner from a different, unconnected firm. That Insolvency Practitioner provided advice and the Director made an informed decision to appoint an administrator to facilitate a pre-pack sale of the business and assets.

Having reviewed documentation provided by the Director, and considering the options, I confirmed that the advice given was appropriate and represented the best return to creditors generally.

The following options were considered:

#### **No action**

This option was considered, however the previous advice provided by the prior instructed Insolvency Practitioner recognised that this was not the best route. I confirmed that this was not an appropriate route due to already significant creditor pressure, and the Company was likely to have had a winding up petition presented against it in due course. Neither the Director nor associated companies were able to provide further funding to support the business.

### **Compulsory Liquidation**

This option was also considered, however in view of the complex nature of this case and the quantum of creditors, I believe that the case is likely to have been passed over to an Insolvency Practitioner within the private sector. If this were to have happened, the fees charged would have to be agreed with creditors as a body, and the method of charging would be the choice of the appointed practitioner, subject to the agreement of creditors.

Any liquidator appointed will need to familiarise himself with the nature of the case and the facts therein and there will inevitably be an element of duplication in going over the work already undertaken in the event of liquidation.

The possible delays in passing this case from the Official Receiver to a private liquidator may cause unnecessary time pressure for a liquidator.

Whilst I cannot estimate the fees of a private sector liquidator, I can say how much would be charged by the Official Receiver, which was considered to be in excess of fees charged in an Administration following a pre-pack sale.

From review of the information provided and the steps taken by the prior instructed Insolvency Practitioner, it was considered that there was a business to sell, which could become profitable going forwards.

For the reasons stated above, I did not consider that compulsory liquidation would be the most beneficial route to be taken in respect to creditors.

### **Additional Funding**

From review of the information and the work undertaken by the previously instructed Insolvency Practitioner, this was considered but was not a viable option due to the accrued debts and the Director / associated companies were not able to introduce additional funds. Due to the financial position of the Company lenders were unwilling to fund working capital.

### **Informal Agreement / Time to Pay**

From review of the information provided, it was confirmed that this was not a viable option due to the level of debts and the Director could not envisage this option working with the creditors or suppliers. It is understood there were negotiations with a number of creditors, but payment plans were not achievable.

### **Company Voluntary Arrangement**

This option was considered, however due to the level of debts there was insufficient surplus cash flow to enable an adequate or sufficient proposal to be offered to creditors, particularly with such a decline in sales from the previous reporting periods.

### **Creditors' Voluntary Liquidation**

This option was considered, however the Director was of the opinion that there was a good business to trade profitably if trading conditions were correct and debts reduced. A Creditors' Voluntary Liquidation would have involved the loss of jobs and a significant detrimental effect on the Company's goodwill and a worse outcome for creditors generally. The consequences being such that it would have been difficult to commence trading with the same suppliers again.

### **Administration**

From the previous advice provided by the prior instructed Insolvency Practitioner, this route was considered to be the most appropriate route, facilitating a pre-pack sale of the business and assets to a connected party immediately upon appointment. From review of the information provided, and review of



the previously negotiated draft sale agreement, I considered this to also be the most appropriate route and the route the Director wished to take, after he had made an informed decision of the options available.

I undertook a review of the draft sale / purchase agreement previously in place, however upon consultation with my solicitors, a number of small amendments were made in order to complete a fair and reasonable agreement that represented the best outcome for creditors generally.

The initial review, advice, valuation, marketing of the business and assets and negotiations of the draft sale / purchase agreement were conducted by the prior instructed Insolvency Practitioner. After the business and assets were marketed, there was some interest from other, unconnected third-parties, but as far as we were aware none of them progressed to formal offers. The Director expressed an interest in purchasing the business and assets through a new, connected company.

From review of information provided to me I can confirm that I reviewed the valuations, marketing activities and financial information of the Company, which was provided to me by the Director, and I was satisfied that the valuation and marketing activities complied with the requirement of SIP16.

The benefit of achieving a pre-pack sale meant that there would be no break in trading or supply of goods, together with the preservation of jobs and continuation of employment for staff under the TUPE Regulations. The goodwill was considered to be enhanced with the prospect of maintaining trading and continued use of the trading name, with the associated costs of removal and sale of assets being avoided. Furthermore, certain of the creditors were included within the sale, thus reducing the overall liability of the Company and representing a better result for creditors than if the Company was wound up, without first being in Administration.

As Administrator of the Company, the pre-pack sale of the business and assets enables me to achieve the objective set out above, as it achieves a better result for the creditors as a whole than would be likely if the Company was placed into Liquidation, without first being in Administration, as I have indicated above. I can also confirm that the outcome achieved as a result of the pre-pack sale was the best available outcome for creditors of the Company as a whole in all the circumstances of the case.

It was not considered appropriate to trade the business and offer it for sale as a going concern during the Administration as there were insufficient available funds to enable me to trade the business. Any delay in completing the sale may also have adversely affected the interest from the purchaser, together with the adverse effect on goodwill due to the Administration itself.

Since my instruction I did not make efforts to consult with major creditors, as a sale of the business and assets had already been negotiated with the connected party. At this stage I am unable to confirm whether the prior instructed Insolvency Practitioner consulted with major creditors or representatives, although this will form part of my review of the process.

Since my instruction I did not make efforts to consult with potential funders to fund working capital requirements, as a sale of the business and assets had already been negotiated with the connected party. At this stage I am unable to confirm whether the prior instructed Insolvency Practitioner consulted with potential funders to fund working capital requirements, although this will form part of my review of the process.

#### Valuation of the business and assets

The prior instructed Insolvency Practitioner engaged John Pye & Sons Limited, independent RICS qualified valuers and auctioneers who confirmed they hold Professional Indemnity Insurance, on or around 13 November 2019 to provide an inventory and valuation of the Company's chattel assets, and to conduct the marketing exercise. On 13 December 2019 the instruction of John Pye & Sons Limited was continued by my me in order to gain access to the report that was previously prepared, which avoided the duplication of work and avoided further costs being incurred. John Pye & Sons Limited confirmed their independence to the Company and CBA Business Solutions Limited.

The valuations of the unencumbered chattel assets completed by John Pye & Sons Limited is detailed below:

Asset category	Valuation basis & amount (£)		
	Going Concern	In-Situ	Ex-Situ
<i>Floating charge assets</i>			
Office Furniture & IT Equipment	£3,526.00	£2,519.00	£1,965.00
Warehouse Equipment / Machinery / Tooling	£8,743.00	£6,245.00	£4,996.00
Vehicles	£2,950.00	£2,475.00	£1,500.00
Stock	£25,248.00	£12,624.00	£6,312.00
<b>Total</b>	<b>£40,467.00</b>	<b>£23,863.00</b>	<b>£14,773.00</b>

Sale consideration was apportioned as follows:

Asset Category	Sale Consideration
Customer Contracts	£5,000.00
Equipment	£10,000.00
Goodwill	£1.00
Stock	£5,000.00
Intellectual Property	£1.00
Name	£1.00
Work in Progress	£1.00
Motor Vehicle	£1.00
Associate Debts	£9,995.00
<b>Total</b>	<b>£30,000.00</b>

It is noted that there is a difference between the valuations of the chattel assets and the sale price, and the sale price apportioned is lower than the valuation, and further details are provided later in this report.

#### Marketing of the business and assets

The prior instructed Insolvency Practitioner instructed John Pye & Sons Limited to market the business and assets. An advertisement was placed on their auctions website, which has in excess of 275,000 registered bidders and has a national coverage of auction houses and web-based auctions.

Details of the business as and assets were placed on the website in November 2019, with a deadline to receive sealed bids to be received by the Insolvency Practitioner by 12 noon on Friday 29 November 2019, with a view to completing a sale by 4 December 2019.

I undertook a review of the marketing activities and I was satisfied that, in order to preserve any value in the goodwill and associated connected party interest in the business and assets, that no further subsequent marketing activities were required. I was satisfied that the marketing activity undertaken had been broadcast to a sufficiently wide audience and any duplication of this could have jeopardised the current offer received from the connected party, and increased costs.

It is understood that some interest was shown from prospective multiple interested parties and non-disclosure agreements were submitted, one having arranged to attend the Company's trading premises to view the business and assets. It is understood that no further offers were received beyond the offer received from the connected party.

The connected party Purchaser and prior instructed Insolvency Practitioner had negotiated a sale / purchase of the business and certain of the Company's assets prior to my involvement and both parties had agreed a sale price in principle. However, due to a dispute concerning certain terms of the sale /

purchase agreement, the prior instructed Insolvency Practitioner was dis-instructed and I was introduced to the Director by Louise Johal of Richard Nelson LLP.

I undertook a review of the sale / purchase agreement previously negotiated between the prior instructed Insolvency Practitioner and the Purchaser, and sought independent legal advice as to the position. The initial sale / purchase agreement was considered to hold clauses relating to associated debts and transactions that would have hindered my statutory duties as Administrator, and as such, I negotiated with the Purchaser to provide specific information in relation to the Associate Debts, which was subsequently provided. Therefore I consider that my statutory duties are not hindered by the sale / purchase agreement and my solicitor has provided legal advice confirming the same.

#### Details of the pre-pack sale

A sale of the business and certain of the Company's assets was made to LED Group Ltd, (company number 12223369), ("the Purchaser"), on 19 December 2019. As previously detailed, since Mr Michael William Arthur Stonebridge is a director of both the Company and the Purchaser, they are considered to be connected under the provisions of s. 249 of the Insolvency Act 1986.

Mr Michael William Arthur Stonebridge and Mr Craig Price have provided joint and several personal guarantees for the deferred consideration element of the sale / purchase agreement.

Pursuant to SIP13 and SIP16 the Administrator must also report on a sale to a connected party pursuant to s. 249 and s. 435 of the Insolvency Act 1986. This disclosure must be made to ensure transparency concerning a sale of assets. There may be a perceived threat to Administrator's fundamental ethical principles for selling the assets to a connected party. Pursuant to SIP13 the Directors and the Office Holder have a duty to ensure that the assets are sold giving the best outcome for creditors generally.

The Insolvency Practitioner is an advisor to the Company and the roles upon appointment change, and he must ensure the best overall outcome for creditors generally. The Directors were also advised that the Insolvency Practitioner cannot give advice to any party other than the Company and that if purchasing the assets, they are recommended to obtain their own independent legal advice. I am aware that the Purchase sought independent legal advice.

The valuation has been obtained from John Pye & Sons Limited, independent valuers who have confirmed they hold relevant Professional Indemnity Insurance. John Pye & Sons Limited have confirmed their independence from both the Administrator and the Company. John Pye & Sons Limited have provided a valuation based on the facts presented to them and I have no reason not to trust the valuation and recommendations provided by John Pye & Sons Limited.

The Disclosure must show that I, as Administrator, have acted in the best interests of the Company and creditors at all times.

#### Details of the Sale

- The Customer Contracts, the Equipment, the Goodwill, the Stock, the Intellectual Property, the Name, the Work in Progress, the Motor Vehicle and any Associated Debts.
- £30,000.00 by way of a business sale and purchase agreement dated 19 December 2019.
- Initial Consideration in the sum of £9,375.00.
- £20,625.00 by way of Deferred Consideration, payable by way of £5,000.00 on or before 31 January 2020, £5,000.00 on or before 28 February 2020 and £10,625.00 on or before 31 March 2020.
- The Purchaser is LED Group Ltd, company number 12223369.
- Mr Michael William Arthur Stonebridge is a Director of the Company and of the Purchaser.
- The sale is considered to be to a connected party under s. 249 of the Insolvency Act 1986.
- The connected party was advised to take their own legal advice, pursuant to SIP13, the Insolvency Practitioner did not advise the Directors with regards to the sale.
- John Pye & Sons Limited carried out the valuation of the Company's chattel assets.

- Joint and several guarantees have been provided by Mr Michael William Arthur Stonebridge and Mr Craig Price.

The sale was not part of a wider transaction and there are no options, buy-back arrangements or similar conditions attached to the sale.

I am aware that the Director has provided the following personal guarantees to the following prior financiers:

Wedo Finance Limited

I am aware that a former director, Mr Simon Deacon, has provided the personal guarantees to two creditors that were included in the sale / purchase agreement. However on completion of the sale, those liabilities no longer rest with the Company.

I am aware that the Purchaser is obtaining finance from a prior financier, Wedo Finance Limited, to finance the new business.

Further security in the form of a debenture, incorporating fixed and floating charges, over the Purchaser's assets was considered. However, this was not deemed necessary or cost effective on the basis that the assets subject to a fixed charge would be Goodwill and that value would likely be £Nil in an enforcement scenario and is already subject to a fixed charge in favour of Wedo Finance Limited. Furthermore, there was already a first fixed and floating charge registered against the Purchaser and it would be likely that should formal recovery proceedings be required, that charge would rank ahead of a charge registered by me. The costs of obtaining such security would likely outweigh any benefit to the estate, particularly as joint and several guarantees were obtained from the Purchaser's Directors.

Asset category	Valuation basis & amount (£)		
	Going Concern	In-Situ	Ex-Situ
<i>Floating charge assets</i>			
Office Furniture & IT Equipment	£3,526.00	£2,519.00	£1,965.00
Warehouse Equipment / Machinery / Tooling	£8,743.00	£6,245.00	£4,996.00
Vehicles	£2,950.00	£2,475.00	£1,500.00
Stock	£25,248.00	£12,624.00	£6,312.00
<b>Total</b>	<b>£40,467.00</b>	<b>£23,863.00</b>	<b>£14,773.00</b>

Sale consideration was apportioned as follows:

Asset Category	Sale Consideration	Note
Customer Contracts	£5,000.00	1
Equipment	£10,000.00	2
Goodwill	£1.00	3
Stock	£5,000.00	4
Intellectual Property	£1.00	5
Name	£1.00	6
Work in Progress	£1.00	7
Motor Vehicle	£1.00	8
Associate Debts	£9,995.00	9
<b>Total</b>	<b>£30,000.00</b>	

It is noted that there is a difference between the valuations of the chattel assets and the sale price, and the sale price apportioned is lower than the valuation. This is because the sale / purchase agreement also included a number of further liabilities being transferred to the Purchaser, as detailed below:

1. Customer Contracts with a value of £85,256.27 were sold for an agreed apportioned consideration of £5,000.00. The Purchaser was subsequently obliged to perform all obligations and assume all liabilities under the Customer Contracts, which is reflected in the sale price. It is considered that this reflects a fair value when taken into consideration with the sale / purchase agreement as a whole. It was not considered necessary to obtain a full independent valuation of the Customer Contracts as realisation values were provided for each contract. It was considered that obtaining a formal valuation following my instruction would have caused unnecessary delay in completing the sale / purchase agreement and may have jeopardised completing the sale itself.
2. The Company's physical fixed assets were detailed as 'Plant, Equipment, Fixtures and Fittings', and 'Motor Vehicles' for the preparation of the Company's statutory filed accounts. Upon inspection of the premises, John Pye & Sons Limited inventoried the assets as 'Office Furniture & IT Equipment', 'Warehouse Equipment / Machinery / Tooling' and 'Motor Vehicles'. The Company's 'Plant, Equipment, Fixtures and Fittings' comprised the 'Office Furniture & IT Equipment, Warehouse Equipment / Machinery / Tooling' and is referred to as 'the Equipment' for the purposes of the sale / purchase agreement and hereon in. The Equipment was estimated to be worth £12,269.00 on a going concern basis, £8,764.00 on an in-situ basis and £6,961.00 on an ex-situ basis.

The Equipment was sold with an apportioned value of £10,000.00, which is a value between the in-situ basis and the going-concern basis. It is noted that sale / purchase agreement represents a sale on a going-concern basis, however when considered in the sale / purchase agreement as a whole, it was considered that this represented a fair and reasonable value.

3. The Company's Goodwill was sold with an apportioned value of £1.00 for the purposes of the sale / purchase agreement. Goodwill was considered to be a fixed charge asset, with any funds realised payable under the terms of the fixed charge. No formal valuation of the Goodwill was obtained as it was unlikely to realise sufficient value to extinguish the liability under the fixed charge and would not have represented an asset available to unsecured non-preferential creditors. A sale of the Goodwill was not obtained following my instruction, as this sale price had previously been agreed between the Purchaser and the prior instructed Insolvency Practitioner as a sale at a fair value. It was further considered that obtaining a formal valuation following my instruction would have caused unnecessary delay in completing the sale / purchase agreement and may have jeopardised completing the sale itself.
4. The Company's stock held a cost value of £42,079.84. John Pye & Sons Limited considered the Stock to hold a going concern value of £25,248.00, an in-situ value of £12,624.00 and an ex-situ value of £6,312.00. The consideration apportionment in the sale / purchase agreement was £5,000.00. It is noted that this is less than the ex-situ valuation, however on the basis of the sale / purchase agreement as a whole, it was considered that the transaction would not have completed had the stock been removed and sold at public auction. In addition, had the stock been removed and sold at public auction, the costs associated with the sale relating to cataloguing and commission would have reduced the amount available to the estate and would have jeopardised the Purchaser continuing to trade whilst new stock was sourced.
5. The Company's Intellectual Property was sold with an apportioned value of £1.00 for the purposes of the sale / purchase agreement. No formal valuation of the Intellectual Property was obtained following my instruction, as this sale price had previously been agreed between the Purchaser and the prior instructed Insolvency Practitioner as a sale at a fair value. It was further considered that obtaining a formal valuation following my instruction would have caused unnecessary delay in completing the sale / purchase agreement and may have jeopardised completing the sale itself.
6. The Company's Name was sold with an apportioned value of £1.00 for the purposes of the sale / purchase agreement. No formal valuation of the Name was obtained following my instruction, as this sale price had previously been agreed between the Purchaser and the prior instructed Insolvency Practitioner as a sale at a fair value. It was further considered that obtaining a

formal valuation following my instruction would have caused unnecessary delay in completing the sale / purchase agreement and may have jeopardised completing the sale itself.

7. The Company's Work in Progress was sold with an apportioned value of £1.00 for the purposes of the sale / purchase agreement. No formal valuation of the Work in Progress was obtained following my instruction, as this sale price had previously been agreed between the Purchaser and the prior instructed Insolvency Practitioner as a sale at a fair value. It was further considered that that obtaining a formal valuation following my instruction would have caused unnecessary delay in completing the sale / purchase agreement and may have jeopardised completing the sale itself.
8. The Company's Motor Vehicle, a Mercedes Sprinter held a book value of £1,613.00 as at the last filed accounts to 31 December 2018. John Pye & Sons Limited estimated the going-concern value of £2,950.00, an in-situ value of £2,475.00 and an ex-situ value of £1,500.00.

The Motor Vehicle was sold with an apportioned value of £1.00 and it is noted that this is below the ex-situ value provided by John Pye & Sons Limited, however when considered in the sale / purchase agreement as a whole, it was considered that this represented a fair and reasonable value. The costs associated with collection, storage, insurance and sales commission were likely to have been prohibitive and not in the benefit of creditors generally.

9. Upon review the financial management information following my instruction, there was a net balance owing from the Company to connected parties of £323,587.40 and were detailed as Associate Debts for the purposes of the sale / purchase agreement. The Associate Debts were sold for an apportioned value of £9,995.00. No formal valuation was undertaken following my instruction, however I did consult with my solicitors in relation to this and it was agreed that only the balances detailed in the defined schedule to the sale / purchase agreement itself would be included. If any such balance should be determined as owing either to or from the Company outside the defined schedule to the sale / purchase agreement, then in those circumstances my statutory duties to investigate and pursue any such transactions are not affected and will be pursuable by me, as Administrator
10. The sale / purchase agreement included the transfer of hire purchase / lease and finance debts totalling £44,628.00 and the obligations to pay as per the relevant contracts rests with the Purchaser. This includes the asset details on the enclosed Estimated Statement of Financial Position, which is financed through Bibby Leasing Limited.
11. The sale / purchase agreement also included the novation of third party contracts such as *telephones and communication contracts*
12. Seventeen employees were transferred under the TUPE Regulations which avoided preferential pension arrears of £1,862.33, in addition to unsecured contingent employee claims for Redundancy and Pay in Lieu of Notice totalling in the region of £146,923.90.
13. The sale / purchase agreement included the transfer of unsecured non-preferential creditors totalling £382,701.50 (including those to connected parties), for which the Purchaser is now liable.

The sum of £30,000.00 was payable for the business and assets specified within the sale / purchase agreement. The sale includes an amount of deferred consideration, as follows:

£9,375.00 payable on completion  
£5,000.00 payable on or before 31 January 2020  
£5,000.00 payable on or before 28 February 2020  
£10,625.00 payable on or before 31 March 2020

I can confirm that solicitors are in receipt of the amount of £9,375.00, and will be forwarded to the Administration estate shortly.

### Decision to make a sale to a connected party

#### Alternatives Considered

##### Selling assets via auction

This was an alternative method of sale considered whereby the independent valuation agent would remove the assets and place the items into an online public auction. The assets would therefore sell to the highest bidder. Whilst this option was considered as an alternative method of sale by the prior instructed Insolvency Practitioner and again following my instruction, there would be considerable extra costs associated with removing the assets from site, cataloguing for sale, insurance, storage, dealing with any retention of title claims, listing items for sale and administering any sale and collection. These extra costs would have reduced the amount realised into the Administration estate for the benefit of the Company's creditors. This route would also have meant that employees would have needed to be dismissed, with the contingent claims falling in the Administration and may have jeopardised the connected party offer already received and negotiated.

##### Selling to a third party

This was another alternative method of sale considered whereby the assets of the Company could be sold to a third party. As detailed above, a marketing exercise was undertaken by the prior instructed Insolvency Practitioner

Marketing of the business and assets was conducted to raise awareness of the items for sale, providing deadline to receive offers. The prior instructed Insolvency Practitioner was contacted by a number of third parties, however the interest received did not culminate in an offer that was considered to be of greater benefit to creditors than the one received from the connected party.

I undertook a further consideration of this option following my instruction, however I considered that to proceed to attempt to market the business to a third party again would be an unnecessary duplication of work, and may have jeopardised the offer already received and negotiated.

#### Connected Party Transactions

As indicated above, the purchaser of the business and assets of the Company is a connected party. Connected party purchasers are encouraged to, but are not required to, approach what is known as the pre-pack pool, an independent group of suitably qualified and experienced individual, in order to obtain their opinion on the pre-pack transaction. The connected party purchaser has to pay £800.00 plus VAT to the pre-pack pool for them to provide this opinion.

In this instance I understand that the connected purchaser has not approached the pre-pack pool for their opinion on the pre-pack sale.

Connected party purchasers are also encouraged to, but are not required to, prepare a viability statement indicating how their business will survive for at least 12 months from the date of the purchase, and detailing what they will do differently from the Company in Administration in order that the business will not fail.

In this instance, whilst I am aware that the prior instructed Insolvency Practitioner requested that the Purchaser prepare a viability statement, my understanding is that one has not been prepared.

#### Conclusion

I confirm that the sale price achieved, and also the outcome, was the best available outcome for creditors of the Company as a whole in all the circumstances of the case and that the pre-pack sale achieves the statutory purpose of the Administration that I am seeking to achieve in respect of the Company. This was considered to be the best offer received as the sale on appointment avoided costs such as insurance, collection and sale of assets. In addition, unsecured non-preferential creditors are anticipated to have

been reduced by a total of £574,253.40 as well as preferential creditors estimated at £1,862.33. The sale has also persevered the employment of seventeen staff.

## **5. FINANCIAL POSITION OF THE COMPANY**

I have asked the directors to prepare a summary of the Company's estimated financial position as at 19 December 2019, which is known as a Statement of Affairs, but they have not yet prepared it. I understand that the reason for the delay is due to the Christmas break, however this is expected to be received shortly.

In the absence of a Statement of Affairs I have prepared an estimate of the financial position of the Company as at 19 December 2019 from the records of the Company. I attach a copy of the estimate at Appendix 1, together with a list of names and addresses of all known creditors and the amounts of their debts other than in respect of any employees and / or consumer creditors for payments made in advance since I am not permitted by the insolvency legislation to disclose such information. In any event there are considered to be no such creditors in this matter.

### **Administrator's estimate of the financial position of the Company**

#### **5.1. Leasehold Land and Buildings**

The Company operated from leasehold premises at 1 Lowman Way, Hilton Business Park, Hilton DE65 5LJ. Leasehold land and buildings is detailed in the filed accounts to 31 December 2018 with a value of £7,834.00, and relates to improvements to the trading premises. Based on the Company's historic depreciation rate of a 20% straight line basis, holds a nil book value as at the date of the Administration. It is understood that the Company occupied the trading premises under a licence to occupy, and a termination notice was issued by the landlord on 28 August 2019. Consequently, no realisations were anticipated or were made.

#### **5.2. Book debts**

The Company factored its book debts, and as a result they are held as security by Wedo Finance Limited. Wedo Finance Limited are collecting the book debts.

On the basis of current information, insufficient money will be received from book debts to allow the debt of Wedo Finance Limited to be paid in full, and a general bad debt percentage of 10% has been applied when preparing the Estimated Statement of Financial Position. It is anticipated that Wedo Finance Limited will take steps to recover money owed under the factoring agreement.

#### **5.3. Plant, equipment, fixtures and fittings**

The Company's filed accounts to 31 December 2018 detail plant, equipment, fixtures and fittings with a book value of £39,003.00. John Pye & Sons Limited had compiled an inventory of the Company's plant, equipment, fixtures and fittings and detailed a breakdown of the values on a going-concern, in-situ and ex-situ basis as below:

<b>Asset category</b>	<b>Valuation basis &amp; amount (£)</b>		
	<b>Going Concern</b>	<b>In-Situ</b>	<b>Ex-Situ</b>
Office Furniture & IT Equipment	£3,526.00	£2,519.00	£1,965.00
Warehouse Equipment / Machinery / Tooling	£8,743.00	£6,245.00	£4,996.00
<b>Total</b>	<b>£12,269.00</b>	<b>£8,764.00</b>	<b>£6,961.00</b>

For the purposes of the sale / purchase agreement, the above was included within 'Equipment', with an attributable sale price of £10,000.00 and further details are provided earlier in this report.



#### 5.4. Motor Vehicle

Motor vehicles were recorded in the last filed accounts to 31 December 2018 with a value of £1,613.00. The Company operated one motor vehicles, being a Mercedes Sprinter, registration FJ10 AUY.

John Pye & Sons Limited valued the motor vehicle on a going-concern, in-situ and ex-situ basis as below:

Asset category	Valuation basis & amount (£)		
	Going Concern	In-Situ	Ex-Situ
Motor Vehicle	£2,950.00	£2,475.00	£1,500.00
<b>Total</b>	<b>£2,950.00</b>	<b>£2,475.00</b>	<b>£1,500.00</b>

For the purposes of the sale / purchase agreement, the above was included within 'Motor Vehicles', with an attributable sale price of £1.00 and further details are provided earlier in this report.

#### 5.5. Goodwill

Goodwill is not detailed in the accounts to 31 December 2018. For the purposes of the sale/purchase agreement the Goodwill was included with an attributable vale of £1.00 and further details are provided earlier in this report.

#### 5.6. Stock

The Stock was appraised by John Pye & Sons Limited on a going-concern, in-situ and ex-situ basis, as below:

Asset category	Valuation basis & amount (£)		
	Going Concern	In-Situ	Ex-Situ
Stock	£25,248.00	£12,624.00	£6,312.00
<b>Total</b>	<b>£25,248.00</b>	<b>£12,624.00</b>	<b>£6,312.00</b>

For the purposes of the sale / purchase agreement, the above was included within 'Motor Vehicles', with an attributable sale price of £5,000.00 and further details are provided earlier in this report.

#### 5.7. Intellectual Property

Intellectual Property is not detailed in the accounts to 31 December 2018. For the purposes of the sale / purchase agreement the Intellectual Property was included with an attributable vale of £1.00 and further details are provided earlier in this report.

#### 5.8. Name

The Name is not detailed in the accounts to 31 December 2018. For the purposes of the sale / purchase agreement the Name was included with an attributable vale of £1.00 and further details are provided earlier in this report.

#### 5.9. Work in Progress

Work in Progress is not detailed in the accounts to 31 December 2018. For the purposes of the sale / purchase agreement the Work in Progress was included with an attributable vale of £1.00 and further details are provided earlier in this report.

#### **5.10. Any debts relating to an Associate**

Debts relating to Associates are detailed in the management information to 30 September 2019 with a net value of £323,587.40 as owing from the Company to connected parties and are unsecured non-preferential claims. For the purposes of the sale / purchase agreement the Associate Debts were included with an attributable value of £9,995.00 and further information is provided earlier in this report. I can confirm that the sale of the Associate Debts will not obstruct or hinder my statutory duties to investigate into the affairs of the Company and to identify and pursue antecedent transactions outside the Associate Debts defined in the schedule to the sale / purchase agreement.

#### **5.11. Customer Contracts**

Customer Contracts are detailed in the management information with a value of £85,256.27. For the purposes of the sale / purchase agreement the Customer Contracts were included with an attributable value of £5,000.00 and further details are provided earlier in this report.

#### **5.12. Cash at Bank**

I wrote to the Company's bankers, Santander, upon my appointment. The current account was expected to show a £Nil balance, however upon closure of the account the credit balance of £34.22 was forwarded to the Administration estate on 9 January 2020.

#### **5.13. Preferential creditors**

Preferential creditors are former employees of the Company for unpaid wages, holiday pay and pension arrears. Their claims are subject to a maximum limit set by the insolvency legislation.

Since the employees were transferred under TUPE Regulations to the Purchaser, there will be no such claims in the Administration.

#### **5.14. Prescribed part**

There are provisions of the insolvency legislation that require an Administrator to set aside a percentage of a Company's assets for the benefit of the unsecured creditors in cases where the Company gave a "floating charge" over its assets to a lender on or after 15 September 2003. This is known as the "prescribed part of the net property." A Company's net property is that left after paying the preferential creditors, but before paying the lender who holds a floating charge. An Administrator has to set aside:

- 50% of the first £10,000 of the net property; and
- 20% of the remaining net property;

up to a maximum of £600,000.

The Company gave a floating charge to Wedo Finance Limited on 15 November 2019 and the prescribed part provisions will apply. The Administrator's estimate of the financial position of the Company shows that the net property of the Company is £29,999.00, and I estimate that the prescribed part of the net property for unsecured creditors is £8,999.60. However, these estimates do not take into account the costs of the Administration which will reduce the amount of the Company's net property. After taking into account the costs of the Administration I do not envisage being able to make a distribution of the prescribed part of the net property to the unsecured creditors.

#### **5.15. Unsecured Non-Preferential Creditors**

According to the Company's financial records, there are 42 unsecured non-preferential creditors (including Crown debt) with an outstanding liability of £635,454.78. Unsecured non-preferential Creditors' claims have been extracted from the Company records. Should any creditor's claim differ from the sum disclosed this would not prejudice their ability to claim in full. All claims are subject to the Administrator's (or subsequent Liquidator's) adjudication. It is possible that there may be some

creditors' claims which are not included in the Company's records and do not, therefore, appear on the attached schedule.

Based on current information, I do not anticipate being able to make a distribution to unsecured non-preferential creditors, other than by way of the prescribed part.

#### **5.16. Crown Creditors**

The Company is indebted to HM Revenue & Customs by way of the following:

VAT £49,319.18, due from the last quarter to the 31 December 2019  
Duty £36,147.14, due from the period up to 19 December 2019  
PAYE / NIC £12,101.91 due from 28 November 2019

#### **6. ADMINISTRATOR'S RECEIPTS AND PAYMENTS ACCOUNT**

I attach a summary of the receipts and payments relating to the Company for the period from when it entered Administration, 19 December 2019, to the date of these proposals, at Appendix 2.

#### **7. PROPOSED FUTURE ACTIONS OF THE ADMINISTRATOR TO ACHIEVE THE OBJECTIVE OF THE ADMINISTRATION**

In order to achieve the objective of the Administration of the Company I propose to collect outstanding deferred consideration from the sale of the business and assets.

This will result in sufficient funds being realised to meet the costs of the Administration. I do not anticipate being able to make any payments to either floating charge creditors or unsecured non-preferential creditors.

I anticipate making a payment of £1.00 under the terms of the fixed charge, in relation to Goodwill, which is a fixed charge asset.

Since there are no preferential creditors, there will be no such dividend in this matter.

#### **8. ADMINISTRATOR'S REMUNERATION AND EXPENSES**

I attach at Appendix 3 a copy of my practice fee recovery policy. In this case I am seeking to fix the basis of my remuneration on a fixed fee basis as detailed below:

##### Fixed fee basis:

There are certain tasks that I have to carry out on nearly every case, namely Administration, Investigations and Creditors. Although they are required by statute or regulatory guidance, or are necessary for the orderly conduct of the proceedings, they do not produce any direct benefit for creditors, but still have to be carried out.

**Administration:** This represents the work that is 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.

##### **Creditors:**

Claims of creditors - the office holder needs 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 can be issued to the creditors. The office holder will also have to deal with correspondence and queries received from creditors regarding their claims and dividend prospects as they are received. The office holder is required to undertake this work as part of his statutory functions.

Dividends - the office holder has to undertake certain statutory formalities in order to enable him to pay a dividend to creditors. This includes writing to all creditors who have not lodged proofs of debt and reviewing the claims and supporting documentation lodged by creditors in order to formally agree their claims, which may involve requesting additional information and documentation from the creditors.

Investigations: The insolvency legislation gives the office holder powers to take recovery action in respect of what are known as antecedent transactions, where assets have been disposed of prior to the commencement of the insolvency procedure and also in respect of matters such as misfeasance and wrongful trading. The office holder is required by the Statements of Insolvency Practice to undertake an initial investigation in all cases to determine whether there are potential recovery actions for the benefit of creditors and the time costs recorded represent the costs of undertaking such an initial investigation. If potential recoveries or matters for further investigation are identified then the office holder will need to incur additional time costs to investigate them in detail and to bring recovery actions where necessary, and further information will be provided to creditors and approval for an increase in fees will be made as necessary. Such recovery actions will be for the benefit of the creditors and the office holder will provide an estimate of that benefit if an increase in fees is necessary. The office holder is aware that the following specific matters require to be investigated, particularly the intercompany trading and transactions with connected parties. The office holder is unable to quantify the benefit to creditors of these investigations at present but will include such information in their statutory report to creditors once the position is clear.

The office holder is also required by legislation to report to the Department for Business, Innovation and Skills on the conduct of the directors and the work to enable them to comply with this statutory obligation is of no direct benefit to the creditors, although it may identify potential recovery actions.

Realisation of Assets: There are certain tasks that I only have to carry out where there are assets to recover. They may produce a direct benefit for creditors, but are subject to the costs of the proceedings generally. I undertake the work to protect and then realise the assets, initially at my own cost, suffering the loss if any asset is not realisable. If assets are recovered, I first recover my costs and then distribute any balance.

After taking into account the nature and value of the assets involved and that this is a routine, as highlighted above, I have concluded that a fixed fee of £20,000.00 plus VAT is necessary to cover that work. I have also compared the proposed fixed fee with our past time records for undertaking the work in respect of cases of a similar size and complexity and taken that into account when determining the level of the fixed fee sought, and as a result I believe that this demonstrates why the fixed fee is expected to produce a fair and reasonable reflection of the work that I anticipate will be necessarily and properly undertaken. Full information about the work that I will undertake for the fixed fee is contained in Appendix 4.

I anticipate needing to seek approval to exceed the estimate if this work leads to further areas of investigation, potential further asset recoveries and any associated action, such as arbitration or legal proceedings.

The work for which fee approval is being sought includes the work that will need to be undertaken should the Administrator be appointed Liquidator either following conversion to Creditors' Voluntary Liquidation or upon the making of a winding up order.

If a Creditors' Committee is appointed, it will be for the Committee to approve the basis of the Administrator's remuneration (and category 2 expenses). If a Committee is not appointed, then I will be seeking a decision from the creditors at the same time I seek a decision from them on whether or not to approve these proposals.

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 Guidance Notes issued with Statement of Insolvency Practice 9, and they can be accessed at <https://www.r3.org.uk/what-we-do/publications/professional/fees>. There are different versions of these Guidance Notes, and in this case

please refer to the April 2017 version. Please note that we have also provided further details in the practice fee recovery sheet.

I have used no agents or professional advisors since my appointment as Administrator.

My expenses incurred to date amount to £399.23 plus VAT and represent:

Type of expense	Amount incurred/accrued since appointment	Amount still to be paid
Statutory Advertising	£77.00	£77.00
Specific Bond	£296.00	£296.00
Postage	£26.23	£26.23
<b>Total</b>	<b>£399.23</b>	<b>£399.23</b>

I have not been able to draw any expenses in this matter.

I also propose that I am permitted to charge and recover what are known as category 2 expenses. Details of my category 2 disbursement recovery policy are included within our practice fee recovery sheet enclosed as Appendix 3.

To date no category 2 disbursements have been incurred.

I anticipate that expenses totalling £1,499.23 plus VAT will arise in these proceedings, as detailed in Appendix 7. Expenses do not have to be approved, but when reporting to any committee and the creditors during the Administration (together with any subsequent Liquidation,) the actual expenses incurred will be compared with the original estimate provided and I will explain any material differences (for example, where legal costs rise due to escalated recovery action).

## 9. PRE-ADMINISTRATION COSTS

The Board of Directors instructed me to assist them in placing the Company in Administration on 11 December 2019. Whilst I informed the Board that I did not intend to seek any pre-appointment fees, I did intend to recover expenses incurred relating to agents' fees and legal fees relating to advice pertaining to the pre-pack sale, preparation of the sale / purchase agreement and the appointment documentation and formalities.

Furthermore, prior to my involvement, the following fees and expenses were incurred by Mr Andrew Stevens of Smith Cooper, a person qualified to act as an insolvency practitioner, in relation to advice pertaining to the financial position of the Company, information gathering, instructing and liaising with solicitors in relation to issuing two Notices of Intention to Appoint an Administrator, instructing and liaising with agents to prepare an inventory and valuation of the assets of the Company, liaising with the director and interested parties in relation to a pre-pack sale of the business and assets. This work was necessary in order to achieve the best result for creditors generally and to ensure it was reasonably likely that a statutory purpose could be achieved. I advised the Board that I would not be seeking approval of those costs as out of the assets available in the Administration, with the exception of the Agent's valuation fees as I would utilise that report in relation to the sale / purchase agreement.

I also assisted the Board take the appropriate steps to place the Company into Administration. This task, together with some of the other tasks mentioned above are required by statute or regulatory guidance, and whilst they do not produce any direct benefit for creditors, they still have to be carried out.

The following statement sets out my pre-administration costs incurred (together with those of the other qualified insolvency practitioner involved with the Company prior to the Administration). The statement also shows those fees and expenses that were paid prior to the Administration and those where approval is being sought to pay them from Administration funds.

Description	Paid pre-appointment	To be paid
Corporate Financial Solutions (Re. NOI 1)	£3,687.50	£3,687.50
Legal Fees (Re. NOI 1)	£2,361.98	£2,361.98
Insolvency Practitioner's remuneration (Re. NOI 2)	£19,435.50	£19,435.50
Legal Fees (Re. NOI 2)	£6,179.00	£6,179.00
Valuation agents	£1,275.00	£1,275.00
Legal fees	£10,000.00	£10,000.00
<b>Total</b>	<b>£47,938.98</b>	<b>£47,938.98</b>

Whilst I have scheduled above all the unpaid pre-administration costs, I am only seeking to recover the following out of the assets of the Company, namely: Valuation fees payable to John Pye & Sons Limited in the amount of £1,275.00 plus VAT and legal fees payable to Freeths LLP in the sum of £10,000.00 plus VAT. As I have already indicated, I am not seeking a decision from the creditors approving my proposals. As a result, it will be for the charge holder to approve the pre-administration costs.

Freeths LLP undertook the necessary legal formalities to put the company into Administration. Their costs for providing that work were £5,000.00 plus VAT. This amount will be paid as an expense of the Administration without needing to obtain the approval of creditors.

#### 10. ADMINISTRATOR'S INVESTIGATIONS

I have a duty to consider the conduct of those who have been directors of the Company at any time in the three years preceding the Administration. I am also required to investigate the affairs of the Company in general in order to consider whether any civil proceedings should be taken on its behalf. I should be pleased to receive from you any information you have that you consider will assist me in this duty. I would stress that this request for information forms part of my normal investigation procedure.

#### 11. EC REGULATION ON INSOLVENCY PROCEEDINGS

I consider that the EC regulation on insolvency proceedings apply to the Administration of the Company. I also consider that they are "main" proceedings since the Company's registered office and its trading address are in the United Kingdom.

#### 12. ADMINISTRATOR'S PROPOSALS

In order to achieve the objective set out at section 3 above, I formally propose to creditors that:

- (a) I continue to manage the business, affairs and property of the Company in order to achieve the purpose of the Administration. In particular that I:
  - (i) continue to collect outstanding deferred consideration from the sale of the business and assets.
  - (ii) sell the Company's assets at such time(s) on such terms as I consider appropriate;
  - (iii) investigate and, if appropriate, pursue any claims that the Company may have against any person, firm or Company whether in contract or otherwise, including any officer or former officer of the Company or any person, firm or Company which supplies or has supplied goods or services to the Company; and
  - (iv) do all such things and generally exercise all their powers as Administrator as I consider desirable or expedient at my discretion in order to achieve the purpose of the Administration

or protect and preserve the assets of the Company or maximise the realisations of those assets, or of any purpose incidental to these proposals

- (b) the Administration of the Company will end by filing notice of dissolution with the Registrar of companies on the basis that there is expected to be no distribution to unsecured non-preferential creditors (other than by way of the Prescribed Part). The Company will then automatically be dissolved by the registrar of companies three months after the notice is registered.
- (c) If there should be sufficient funds realised to enable a distribution to unsecured non-preferential creditors, for example if recoveries are made as a result of my investigations, the Administration will end by placing the Company into Creditors' Voluntary Liquidation, and propose that I, Neil Money, am appointed the Liquidator of the Company.

Creditors may nominate a different person(s) as the proposed liquidator(s), but they must make the nomination(s) at any time after these proposals are delivered to them, but before they are approved. Information about the approval of the proposals is set out at section 13.

### **13. APPROVAL OF PROPOSALS**

The financial position of the Company means that it has insufficient assets to enable a dividend to be paid to non-preferential unsecured creditors, as the assets realised are expected to be used in full to meet the costs and expenses of the Administration. As a result, I am prohibited by the insolvency legislation from seeking a decision from the creditors to consider these proposals.

However, a creditor, or creditors, whose debts amount to at least 10% of the total debts of the Company can require me to hold a decision procedure to enable creditors to consider whether or not to approve these proposals and/or to consider such other decision as they see fit. Such a request must be received by me within 8 business days from the date these proposals are delivered to the creditors. If creditors do not require me hold a decision procedure within that time period, then these proposals will be deemed to have been approved.

Creditors should note that I need not initiate the decision procedure unless the creditor, or creditors, requisitioning the decision procedure provides me with such amount that I request from them to meet the expenses of the requisitioned decision procedure.

### **14. FURTHER INFORMATION**

To comply with the Provision of Services Regulations, some general information about CBA Business Solutions Limited, including about our complaints policy and Professional Indemnity Insurance, can be found at [www.cba-insolvency.co.uk](http://www.cba-insolvency.co.uk).

If creditors have any queries regarding these proposals or the conduct of the Administration in general, or if they want hard copies of any of the documents made available on-line, they should contact Steven Glanvill by email at [Steven.Glanvill@cba-insolvency.co.uk](mailto:Steven.Glanvill@cba-insolvency.co.uk), or by phone on 0116 262 6804.



**Neil Money**  
**ADMINISTRATOR**

The Administrator is an agent of the Company and acts without personal liability.

151617 Ltd (Formerly Advance (International) Limited)  
Statement Of Affairs as at 19 December 2019

A - Summary of Assets

Assets	Book Value £	Estimated to Realise £	
<b>Assets subject to fixed charge:</b>			
Goodwill	NIL	1.00	
Book Debts	371,303.67	334,173.30	
Wedo Finance Limited		(364,159.21)	
Deficiency c/d		(29,984.91)	
2013 Artos Automatic Crimping Machine	17,610.64	8,333.34	
Bibby Leasing Limited		(8,333.34)	
		NIL	NIL
<b>Assets subject to floating charge:</b>			
Leasehold Land and Buildings	NIL		NIL
Plant, Equipment, Fixture and Fittings	19,439.67		10,000.00
Motor Vehicles	632.10		1.00
Stock	42,079.84		5,000.00
Customer Contracts	85,256.27		5,000.00
Name	NIL		1.00
Associate Debts	NIL		9,995.00
Intellectual Property	NIL		1.00
<b>Uncharged assets:</b>			
Work in Progress	NIL		1.00
<b>Estimated total assets available for preferential creditors</b>			29,999.00

Signature \_\_\_\_\_ Date \_\_\_\_\_



151617 Ltd (Formerly Advance (International) Limited)  
Statement Of Affairs as at 19 December 2019

**A1 - Summary of Liabilities**

		Estimated to Realise £
<b>Estimated total assets available for preferential creditors (Carried from Page A)</b>		29,999.00
<b>Liabilities</b>		
Preferential Creditors:-		
		NIL
<b>Estimated deficiency/surplus as regards preferential creditors</b>		29,999.00
Debts secured by floating charges pre 15 September 2003		
Other Pre 15 September 2003 Floating Charge Creditors		NIL
		29,999.00
Estimated prescribed part of net property where applicable (to carry forward) Based on floating charge assets of 29,998.00		8,999.60
<b>Estimated total assets available for floating charge holders</b>		20,999.40
Debts secured by floating charges post 14 September 2003		
Deficiency b/d	29,984.91	
		29,984.91
<b>Estimated deficiency/surplus of assets after floating charges</b>		(8,985.51)
Estimated prescribed part of net property where applicable (brought down)		8,999.60
<b>Total assets available to unsecured creditors</b>		8,999.60
Unsecured non-preferential claims (excluding any shortfall to floating charge holders)		
Trade & Expense Creditors	537,886.55	
HM Revenue & Customs - PAYE & NIC	12,101.91	
HM Revenue & Customs - Duty	36,147.14	
HM Revenue & Customs - VAT	49,319.18	
		635,454.78
<b>Estimated deficiency/surplus as regards non-preferential creditors (excluding any shortfall in respect of F.C's post 14 September 2003)</b>		(626,455.18)
Shortfall in respect of F.C's post 14 September 2003 (brought down)		8,985.51
<b>Estimated deficiency/surplus as regards creditors</b>		(635,440.69)
Issued and called up capital		
Ordinary Shareholders	1,000.00	
Deferred Shareholders	2.00	
		1,002.00
<b>Estimated total deficiency/surplus as regards members</b>		(636,442.69)

Signature \_\_\_\_\_ Date \_\_\_\_\_

**CBA**  
**151617 Ltd (Formerly Advance (International) Limited)**  
**B - Company Creditors**

Key	Name	Address	£
CA05	Amco Products	awatson@amco-products.co.uk	308.00
CA09	AS Taylor Transport	Barton Turn, Burton-on-Trent, DE13 8EB	2,244.00
CB02	BSI Product Services	Davy Avenue, Knowhill, Milton Keynes, MK5 8PP	240.00
CC07	Chapman & Bradshaw Ind. Supplies	24 Almey's Lane, Earl Shilton, Leicester, LE9 7AJ	9.72
CC09	Combined Precision Components Plc	Component House, Faraday Drive, Fulwood, Preston, PR2 9PP	787.31
CD01	DHL International (UK) Limited	1 Horton Road, Slough, SL3 0BB	26,046.56
CD02	DHL International (UK) (Freight)	1 Horton Road, Slough, SL3 0BB	46,108.29
CD03	Digi-Key Corporation	Front Suite, 1st Floor, Charles House, 148-149 Gt Charles Street, Birmingham, England, B3 3HT	876.48
CE00	Engie Power Ltd	No 1, 26 Whitehall Road, Leeds, LS12 1BE	45,866.72
CE01	E.On	Raw Dykes Road, Leicester, LE2 7JY	715.20
CE05	East Midlands Chamber of Commerce	Commerce House, Millennium Way, Chesterfield, S41 8ND	454.80
CE06	Enterprise	16-17 Newhall Hill, Birmingham, United Kingdom, B1 3JH	1,676.85
CF01	FedEx Europe	Sutherland House, Matlock Rd, Coventry, CV1 4JQ	723.72
CF02	Future Electronics Limited	Future House, The Glanty, Egham, Surrey, TW20 9AH	156.46
CH00	HM Revenue & Customs	ICHU, RM BP2302, Benton Park View, Longbenton, Newcastle Upon Tyne, NE98 1ZZ	49,319.18
CH01	HM Revenue & Customs	ICHU, RM BP2302, Benton Park View, Longbenton, Newcastle Upon Tyne, NE98 1ZZ	36,147.14
CH02	HM Revenue & Customs	NI Contributions Office, Insolvency, Longbenton, Newcastle Upon Tyne, NE98 1YX	12,101.91
CH03	Harvard Technology Limited	Grant Thornton Uk LLP, 4 Hardman Square, Spinningfields, Manchester, M3 3EB	1,005.00
CH04	Hertz Accident Support	35 Black Moor Rd, Ebblake Industrial Estate, Verwood, BH31 6YS	123.20
CH05	HSS Hire Services Group Plc	Oakland House, Talbot Road, Old Trafford, Manchester, M16 0PQ	1,078.02
CI00	Impact Fork Trucks Ltd	Citadel House, 58 High Street, Hull, HU1 1QE	5,111.30
CI02	Interspeed Express	The Paddocks, Wysall Road, Costock, Leicester, LE12 6XQ	822.00
CL02	The Lighting Industry Association Ltd	Stafford Park 7, Telford, TF3 3BQ	1,080.00
CL05	Lux Magazine	AI Global Media, 2nd Floor, Suite F., The Maltsters, 1-2 Wetmore Road,, Burton on Trent, Staffordshire, DE14 1LS	480.00
CM03	Mi Glass Ltd	51 Downing St, Smethwick, B66 2PP	385.32
CP02	Principle Systems Ltd	Tandem Industrial Estate, Waterloo, Huddersfield, West Yorkshire, HD5 0AL	3,237.84
CR00	Rainbow Waste Management	Unit U, Robian Way, Swadlincote, DE11 9DH	520.10
CR02	Rapid Electronics Ltd	Severalls Ln, Colchester, CO4 5JS	40.80

Signature \_\_\_\_\_

**CBA**  
**151617 Ltd (Formerly Advance (International) Limited)**  
**B - Company Creditors**

Key	Name	Address	£
CR03	Retail Print Solutions Ltd	121 Parker Drive, Leicester, LE4 0JP	980.98
CR05	Robertson Recruitment	Foxhall Business Centre, Foxhall Rd, Nottingham, G7 6LH	22,281.75
CR06	RS Components Ltd	Birchington Road, Corby, Northants, NN17 9RS	3,161.83
CS01	South Staffordshire Water	Wood End Lane, Fradley, Lichfield, WS13 8NF	9,925.64
CS08	Seton UK	14 Wildmere Rd, Banbury, OX16 3JU	485.64
CS0B	Smart Systems UK Ltd	Oban Rd, Coventry, CV6 6HH	174.81
CS0F	South Derbyshire District Council	Civic Offices, Civic Way, Swadincote, DE11 0AH	108,154.00
CS0G	Southern Electric	PO Box 7506, Perth, PH1 3QR	290.01
CS0I	Signify Commercial UK Limited	Philips Centre, Guildford Business Park, Guildford, Surrey, GU2 8XG	19,576.52
CT02	TNT (UK) Limited	T N T Express House, Holly Ln, Atherstone, CV9 2RY	940.92
CU05	Unique Forwarding Ltd	Unique House, 147 High St, Billericay, CM12 9AB	228,321.88
CU06	UK Electric Ltd t/a Takbro	Concorde Way, Mansfield, NG19 7JZ	631.02
CV02	Viking Transport Ltd	Chartwell Drive, Derby, DE21 6BZ	2,863.86
<b>41 Entries Totalling</b>			<b>635,454.78</b>

Signature \_\_\_\_\_

**CBA**  
**151617 Ltd (Formerly Advance (International) Limited)**  
**C - Shareholders**

Key	Name	Address	Type	Nominal Value	No. Of Shares	Called Up per share	Total Amt. Called Up
HC00	Callow Capital 2 Limited	C/O 1 Lowman Way, Hilton Business Park, Hilton, DE65 5LJ	Ordinary	1.00	650	1.00	650.00
HD00	Mr Simon Deacon	C/O 1 Lowman Way, Hilton Business Park, Hilton, DE65 5LJ	Ordinary	1.00	300	1.00	300.00
			Other	1.00	2	1.00	2.00
HS00	Mr Michael William Arthur Stonebri	C/O 1 Lowman Way, Hilton Business Park, Hilton, DE65 5LJ	Ordinary	1.00	50	1.00	50.00
<b>3 Ordinary Entries Totalling</b>							
1 Other Entries Totalling					1,000		
					2		

Signature \_\_\_\_\_

**151617 Ltd (Formerly Advance (International) Limited)**  
**(In Administration)**  
**Liquidator's Summary of Receipts & Payments**

Statement of Affairs £		From 19/12/2019 To 13/01/2020 £	From 19/12/2019 To 13/01/2020 £
	<b>SECURED ASSETS</b>		
334,173.30	Book Debts	NIL	NIL
1.00	Goodwill	NIL	NIL
		NIL	NIL
	<b>SECURED CREDITORS</b>		
(364,159.21)	Wedo Finance Limited	NIL	NIL
		NIL	NIL
	<b>HIRE PURCHASE</b>		
8,333.34	2013 Artos Automatic Crimping Machi	NIL	NIL
(8,333.34)	Bibby Leasing Limited	NIL	NIL
		NIL	NIL
	<b>ASSET REALISATIONS</b>		
9,995.00	Associate Debts	NIL	NIL
5,000.00	Customer Contracts	NIL	NIL
1.00	Intellectual Property	NIL	NIL
NIL	Leasehold Land and Buildings	NIL	NIL
1.00	Motor Vehicles	NIL	NIL
1.00	Name	NIL	NIL
10,000.00	Plant, Equipment, Fixture and Fittings	NIL	NIL
5,000.00	Stock	NIL	NIL
1.00	Work in Progress	NIL	NIL
		NIL	NIL
	<b>FLOATING CHARGE CREDITORS</b>		
NIL	Wedo Finance Limited	NIL	NIL
		NIL	NIL
	<b>UNSECURED CREDITORS</b>		
(36,147.14)	HM Revenue & Customs - Duty	NIL	NIL
(12,101.91)	HM Revenue & Customs - PAYE & NI	NIL	NIL
(49,319.18)	HM Revenue & Customs - VAT	NIL	NIL
(537,886.55)	Trade & Expense Creditors	NIL	NIL
		NIL	NIL
	<b>DISTRIBUTIONS</b>		
(2.00)	Deferred Shareholders	NIL	NIL
(1,000.00)	Ordinary Shareholders	NIL	NIL
		NIL	NIL
<b>(636,442.69)</b>		<b>NIL</b>	<b>NIL</b>
	<b>REPRESENTED BY</b>		
			<b>NIL</b>

\_\_\_\_\_  
Neil Charles Money  
Liquidator

## PRACTICE FEE RECOVERY POLICY FOR CBA BUSINESS SOLUTIONS LTD

### Introduction

The insolvency legislation was changed in October 2015, with one or two exceptions, for insolvency appointments made from that time. This sheet explains how we intend to apply the alternative fee bases allowed by the 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.

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 [www.creditorinsolvencyguide.co.uk](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 [cba-insolvency.co.uk](http://cba-insolvency.co.uk). Alternatively, a hard copy may be requested from the offices of CBA Business Solutions. Please note that we have provided further details in this policy document.

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 drawn. If approval has been obtained for remuneration on a time costs basis, i.e. by reference to time properly spent by members of staff of the practice at our standard charge out rates, the time incurred will also be disclosed, whether drawn or not, together with the average, or "blended" rates of such costs. Under the legislation, any such report must disclose how creditors can seek further information and challenge the basis on which the fees are calculated, and the level of fees drawn in the period of the report. Once the time to challenge the office holder's remuneration for the period reported on has elapsed, then that remuneration cannot subsequently be challenged.

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.

### 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.

#### CBA Business Solutions Limited Current Charge Out Rates

Grade of Staff	Charge Out Rate per Hour £
Licensed Insolvency Practitioner:	315.00
Senior Manager	255.00
Manager	210.00
Senior Administrator	180.00
Administrator	150.00
Support Staff	90.00

The above information is required by Statement of Insolvency Practice No. 9

These charge-out rates charged are reviewed on 1 April each year and are adjusted to take account of inflation and the firm's overheads.

Time spent on casework is recorded directly to the relevant case using a computerised time recording system and the nature of the work undertaken is recorded at that time. The work is generally recorded under the following categories:

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

In cases where we were appointed prior to 1 October 2015, most of our fees were recovered on a time costs basis and appropriate authority was obtained from the creditors or the committee as set down in the legislation. The legislation changed on 1 October 2015 and on new appointments we now only seek time costs for the following categories:

### **Trading**

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. 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.

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 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. In cases where we were appointed prior to 1 October 2015, most of our fees were recovered on a time costs basis and appropriate authority was obtained from the creditors or the committee as set down in the legislation. The legislation changed on 1 October 2015 and we now seek remuneration on a percentage basis more often. A report accompanying any fee request will set out the potential assets in the case, the remuneration percentage proposed for any *realisations and the work covered by that remuneration*, as well as the expenses that will be, or are likely to be, incurred. Expenses can be incurred without approval but must be disclosed to help put the remuneration request into context.

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.

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 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. In cases where we were appointed prior to 1 October 2015, most of our fees were recovered on a time costs basis and appropriate authority was obtained from the creditors or the committee as set down in the legislation. The legislation changed on 1 October 2015 and we now seek remuneration on a fixed fee basis more often. A report accompanying any fee request will set out the set fee that we proposed to charge, and the work covered by that remuneration, as well as the expenses that will be, or are likely to be, incurred. Expenses can be incurred without approval but must be disclosed to help put the remuneration request into context.

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 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.

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

The legislation changes that took effect from 1 October 2015 did not apply to members' voluntary liquidations (MVL), Company Voluntary Arrangements (CVA) or Individual Voluntary Arrangements (IVA). In MVLs, the company's members set the fee basis, often as a fixed fee. 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 Individual Voluntary Arrangements and Company Voluntary Arrangements which are VAT exempt, the officeholder's remuneration invoiced to the insolvent estate will be subject to VAT at the prevailing rate.

#### **Agent's Costs**

Charged at cost based upon the charge made by the Agent instructed, the term Agent includes:

- Solicitors/Legal Advisors
- Auctioneers/Valuers
- Accountants
- Quantity Surveyors
- Estate Agents
- Other Specialist Advisors



In new appointments made after 1 October 2015, the office holder will provide details of expenses to be incurred, or likely to be incurred, when seeking fee approval. 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.

### **Disbursements**

In accordance with SIP 9 the basis of disbursement allocation in respect of disbursements incurred by the Office Holder in connection with the administration of the estate must be fully disclosed to creditors. Disbursements are categorised as either Category 1 or Category 2.

Category 1 expenses are directly referable to an invoice from a third party, which is either in the name of the estate or CBA Business Solutions; in the case of the latter, the invoice makes reference to, and therefore can be directly attributed to, the estate. These disbursements are recoverable in full from the estate without the prior approval of creditors either by a direct payment from the estate or, where the firm has made payment on behalf of the estate, by a recharge of the amount invoiced by the third party. Examples of category 1 disbursements are statutory advertising, external meeting room hire, external storage, specific bond insurance and Company search fees.

Category 2 expenses are incurred by the firm and recharged to the estate; they are not attributed to the estate by a third-party invoice and/or they may include a profit element. These disbursements are recoverable in full from the estate, subject to the basis of the disbursement charge being approved by creditors in advance. Examples of category 2 disbursements are photocopying, internal room hire, internal storage and mileage.

It is proposed that the following Category 2 disbursements are recovered:

Mileage	45p per mile
Photocopying	10p per sheet

#### **Appendix 4: Details of work to be undertaken in the Administration**

##### **A. Work for which the Administrator is seeking to be remunerated on a fixed fee basis:**

###### Administration:

Case planning - devising an appropriate strategy for dealing with the case and giving instructions to the staff to undertake the work on the case.

Setting up physical/electronic case files (as applicable).

Setting up the case on the practice's electronic case management system and entering data.

Issuing the statutory notifications to creditors and other required on appointment as office holder, including gazetting the office holder's appointment (as applicable).

Obtaining a specific penalty bond (this is insurance required by statute that every insolvency office holder has to obtain for the protection of each estate).

Preparing, reviewing and issuing proposals to the creditors and members.

Filing the proposals at Companies House.

Reporting on the outcome of the approval of the proposals to the creditors, Companies House and the Court.

Dealing with all routine correspondence and emails relating to the case.

Opening, maintaining and managing the office holder's estate bank account.

Creating, maintaining and managing the office holder's cashbook.

Undertaking regular 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 6 month progress reports to creditors and members.

Filing progress reports 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 final reports to creditors and members.

Filing final reports at Companies House.

###### Creditors:

Dealing with creditor correspondence, emails and telephone conversations regarding their claims.

Maintaining up to date creditor information on the case management system.

Issuing a notice of intended dividend and placing an appropriate gazette notice.

###### Realisation of assets:

Arranging suitable insurance over assets.

Regularly monitoring the suitability and appropriateness of the insurance cover in place.

Corresponding with debtors and attempting to collect outstanding book debts.

Liaising with the bank regarding the closure of the account.

Collecting deferred consideration

Liaising with the secured creditors over the realisation of the assets subject to a mortgagee or other charge.

###### Investigations:

Recovering the books and records for the case.

Listing the books and records recovered.

Submitting an online return on the conduct of the directors as required by the Company Directors Disqualification Act.

Conducting an initial investigation with a view to identifying potential asset recoveries by seeking and obtaining information from relevant third parties, such as the bank, accountants, solicitors, etc.

Reviewing books and records to identify any transactions or actions the office holder may take against a third party in order to recover funds for the benefit of creditors

## **PROVISION OF SERVICES REGULATIONS SUMMARY SHEET FOR CBA BUSINESS SOLUTIONS**

The following information is designed to draw the attention of interested parties to the information required to be disclosed by the Provision of Services Regulations 2009.

### **Licensing Body**

Neil Money is licensed to act as Insolvency Practitioners in the United Kingdom by the Insolvency Practitioners Association.

### **Rules Governing Actions**

All IPs are bound by the rules of their professional body, including any that relate specifically to insolvency. The rules of the professional body that licenses, Neil Money, can be found at <http://www.insolvency-practitioners.org.uk/>. In addition, IPs are bound by the Statements of Insolvency Practice (SIPs), details of which can be found at <https://www.r3.org.uk/what-we-do/publications/professional/statements-of-insolvency-practice>.

### **Ethics**

All IPs are required to comply with the Insolvency Code of Ethics and a copy of the Code can be found at <http://www.insolvency-practitioners.org.uk/regulation-and-guidance/ethics-code>.

### **Complaints**

At CBA Business Solutions we always strive to provide a professional and efficient service. However, we recognise that it is in the nature of insolvency proceedings for disputes to arise from time to time. As such, should you have any comments or complaints regarding the administration of a particular case then in the first instance you should contact the IP acting as office holder.

If you consider that the IP has not dealt with your comments or complaint appropriately you should then put details of your concerns in writing to our complaints officer. This will then formally invoke our complaints procedure and we will endeavour to deal with your complaint under the supervision of a senior partner unconnected with the appointment.

Most disputes can be resolved amicably either through the provision of further information or following negotiations. However, in the event that you have exhausted our complaints procedure and you are not satisfied that your complaint has been resolved or dealt with appropriately, you may complain to the regulatory body that licences the insolvency practitioner concerned. Any such complaints should be addressed to The Insolvency Service, IP Complaints, 3rd Floor, 1 City Walk, Leeds, LS11 9DA, and you can make a submission using an on-line form available at [www.gov.uk/complain-about-insolvency-practitioner](http://www.gov.uk/complain-about-insolvency-practitioner); or you can email [insolvency.enquiryline@insolvency.qsi.gov.uk](mailto:insolvency.enquiryline@insolvency.qsi.gov.uk); or you may phone 0300 678 0015. Information on the call charges that apply is available at <https://www.gov.uk/call-charges>.

### **Professional Indemnity Insurance**

CBA Business Solutions Professional Indemnity Insurance is provided by Royal Sun Alliance Insurance plc, of St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. This professional indemnity insurance provides worldwide coverage.

### **VAT**

CBA Business Solutions is registered for VAT under registration no. 770 0290 54

## **Bribery Act 2010**

CBA Business Solutions is committed to applying the highest standards of ethical conduct and integrity in its business activities. Every employee and individual acting on CBA Business Solutions' behalf is responsible for maintaining our reputation and for conducting company business honestly and professionally.

CBA Business Solutions take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate.

CBA Business Solutions requires all those who are associated with it to observe the highest standards of impartiality, integrity and objectivity.

CBA Business Solutions prohibits anyone acting on its behalf from:

- bribing another person. A bribe includes the offering, promising or giving of any financial or other type of advantage;
- accepting a bribe. This includes requesting, agreeing to receive or accepting any financial, or another kind of advantage;
- bribing a foreign public official; and
- condoning the offering or acceptance of bribes.

CBA Business Solutions will:

- avoid doing business with others who do not accept our values and who may harm our reputation;
- maintain processes, procedures and records that limit the risk of direct or indirect bribery;
- promote awareness of this policy amongst its staff, those acting on its behalf and entities with which it has any commercial dealings;
- investigate all instances of alleged bribery, and will assist the police, and other authorities when appropriate, in any resultant prosecutions. In addition, disciplinary action will be considered against individual members of staff;
- review this policy regularly and update it when necessary.

**Rule 14.4 The Insolvency (England and Wales) Rules 2016**  
**Proof of Debt – General Form**

IN THE

High Court of Justice, Business and Property Courts England and Wales

Number:

CR-2019-008199

Name of Company in Administration:

151617 Ltd formally Advance (International) Limited

Company Registration Number:

07133609

Date of Administration:

19 December 2019

1 Name of creditor

(If a company, please also provide the company registration number).

2 Correspondence address of creditor (including any email address)

3 Total amount of claim (£)  
(include any Value Added Tax)

4 If amount in 3 above includes (£)  
outstanding uncapitalised interest, state amount.

5 Details of how and when the debt was incurred.  
(If you need more space, attach a continuation sheet to this form)

6 Details of any security held, the value of the security and the date it was given.

7 Details of any reservation of title claimed in respect of goods supplied to which the debt relates.

8 Details of any document by reference to which the debt can be substantiated

9 Signature of creditor  
(or person authorised to act on the creditor's  
behalf)

10 Address of person signing if different from 2  
above

11 Name in BLOCK LETTERS:

12 Position with, or relation to, creditor

13 Date of signature

Admitted to vote for

Admitted for dividend for

Amount (£)

Amount (£)

Date

Date

Neil Money  
ADMINISTRATOR

**Notes:**

1. There is no need to attach them now but the office holder may ask you to produce any document or other evidence which is considered necessary to substantiate the whole or any part of the claim, as may the chairman or convenor of any qualifying decision procedure.

2. This form can be authenticated for submission by email by entering your name in block capitals and sending the form as an attachment from an email address which clearly identifies you or has been previously notified to the office holder. If completing on behalf of a company, please state your relationship to the company.

**Appendix 7: Estimate of expenses to be incurred in the Administration**

Type of expense	Estimated Amount £
Bonding - this is insurance required by statute that every officeholder has to obtain for the protection of each estate, with the premium being based on the value of the company's assets	£296.00 plus VAT
Gazetting – various notices relating to the company have to be placed in the London Gazette	£77.00 plus VAT
Postage	£23.23
Storage of accounting records – the company's accounting records have to be stored by the officeholder	£100.00 plus VAT
Solicitors – Assess validity of appointment	£1,000.00 plus VAT
Total estimated expenses	<hr/> £1,499.23 plus VAT