

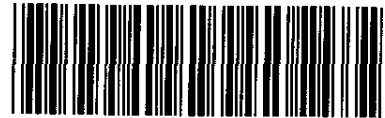
CVA4

Notice of termination or full implementation of voluntary arrangement



Companies House

WEDNESDAY



A8JLANU0

A33

04/12/2019

#377

COMPANIES HOUSE

1 Company details

Company number 0 7 4 4 6 9 7 0

Company name in full Veoo Ltd

→ Filling in this form

Please complete in typescript or in
bold black capitals.

2 Supervisor's name

Full forename(s) Andrew John

Surname Whelan

3 Supervisor's address

Building name/number Unit 2 Spinnaker Court

Street 1C Becketts Place

Post town Hampton Wick

County/Region Kingston upon Thames

Postcode K T 1 4 E Q

Country

4 Supervisor's name ①

Full forename(s)

Surname

① Other supervisor

Use this section to tell us about
another supervisor.

5 Supervisor's address ②

Building name/number

Street

Post town

County/Region

Postcode

Country

② Other supervisor

Use this section to tell us about
another supervisor.

CVA4

Notice of termination or full implementation of voluntary arrangement

6 Date voluntary arrangement fully implemented or terminated

Date

d	0	d	3	m	1	m	2	y	2	y	0	y	1	y	9
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7 Attachments

- ☒ I have attached a copy of the notice to creditors
☒ I have attached the supervisor's report

8 Sign and date

Supervisor's signature

Supervisor's signature

X



X

Signature date

d	0	d	3	m	1	m	2	y	2	y	0	y	1	y	9
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CVA4

Notice of termination or full implementation of voluntary arrangement



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 **Andrew John Whelan**

Company name **WSM Marks Bloom LLP**

Address **Unit 2 Spinnaker Court
1C Becketts Place**

Post town **Hampton Wick**

County/Region **Kingston upon Thames**

Postcode **K T 1 4 E Q**

Country

DX

Telephone **020 8939 8240**



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 attached the required documents.
- ☐ You have signed and dated 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 or email 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

**VEOO LTD
COMPANY VOLUNTARY ARRANGEMENT**

COMPANY NUMBER - 07446970

**REGISTERED OFFICE: UNIT 2 SPINNAKER COURT, 1C BECKETTS
PLACE, HAMPTON WICK, KINGSTON UPON THAMES KT1 4EQ**


IN THE HIGH COURT OF JUSTICE - CR-2018-008648

NOTICE OF TERMINATION

I, Andrew John Whelan of WSM Marks Bloom LLP, Unit 2 Spinnaker Court, 1C Becketts Place, Hampton Wick, Kingston upon Thames KT1 4EQ, Supervisor of the Company Voluntary Arrangement ('CVA') of Veoo Ltd, hereby give notice under s7B of the Insolvency Act 1986 and R2.44 of the Insolvency (England and Wales) Rules 2016, that the Company has not complied with its obligations under the terms of its CVA as approved by creditors on 4 December 2018.

The Company was placed into administration on 18 September 2019. It has failed to meet its obligations under the terms of the CVA.

As a consequence, I hereby give notice that the CVA was terminated on 3 December 2019.

Signed 
A J Whelan
Supervisor

Dated: 3 December 2019

Contact details

Andrew John Whelan, the Supervisor, can be contacted by post at WSM Marks Bloom LLP, Unit 2 Spinnaker Court, 1C Becketts Place, Hampton Wick, Kingston upon Thames KT1 4EQ or alternatively via email at insolvency@wsm.co.uk or by telephone on 020 8939 8240.

**VEOO LTD
COMPANY VOLUNTARY ARRANGEMENT**

SUPERVISOR'S FINAL REPORT TO CREDITORS

3 DECEMBER 2019

CONTENTS

- 1 Introduction
- 2 Overview of the Voluntary Arrangement
- 3 Realisation of Assets
- 4 Creditors' Claims
- 5 Supervisor's Remuneration
- 6 Supervisor's Expenses
- 7 CVA Termination

ATTACHMENTS

Receipts and Payments Account from 4 December 2018 to 3 December 2019

Time Analysis for the period from 4 December 2018 to 3 December 2019

Additional Information in relation to the Supervisor's fees, expenses and disbursements

VEOO LTD
COMPANY VOLUNTARY ARRANGEMENT ('CVA')

1 Introduction

- 1.1 I refer to my appointment as Supervisor of Veoo Ltd ('the Company')'s CVA on 4 December 2018.
- 1.2 This is my final report on the implementation of the CVA in accordance with Rule 2.44 of the Insolvency (England and Wales) Rules 2016.
- 1.3 I have provided an account of my receipts and payments for the period from 4 December 2018 to 3 December 2019 ('the Period').

2 Overview of the Voluntary Arrangement

- 2.1 The CVA was approved by creditors on 4 December 2018.
- 2.2 The contributions required to be paid by the Company up to and including the contribution for August 2019 were received from the Company in full and on time.
- 2.3 It then transpired that the Company had been the subject of Tribunal proceedings brought against it by the Phone-paid Services Authority Limited ('PSA'), in respect of which an oral hearing took place on 30 and 31 May 2019. The decision in the case was handed down by the Tribunal on 4 September 2019.
- 2.4 The Company was held to have committed eight breaches of paragraph 3.1.3 of the PSA Code of Practice 2016 (14th Edition) ('the Code'), including five of those breaches having been committed knowingly, and it was also held to have committed three breaches of paragraph 4.2.2 of Code.
- 2.5 The sanctions imposed upon the Company were a fine of £600,000, a formal reprimand, a prohibition on the provision of premium rate services by the Company for a period of two years, and a mutually agreed compliance audit which must be completed prior to the Company's recommencement of the provision of premium rate services.
- 2.6 In addition, the Tribunal recommended the imposition of an administrative charge on the Company on a full costs recovery basis, without percentage reduction, but subject to the principle that only costs reasonably and proportionately incurred should be recovered.
- 2.7 This decision was published on the PSA website on Thursday 12 September 2019. This resulted in a considerable amount of adverse publicity in respect of the Company, including an article on the BBC News website on the same day.
- 2.8 As a result of this, on Friday 13 September 2019 the Company was contacted by the two secured creditors of the Company, Web Zone Limited and Redd Factors Limited, both of whom stated that they intended to appoint administrators to the Company unless the Company itself made such an appointment, subject to the choice of administrators being agreeable to the secured charge holders.
- 2.9 Further correspondence ensued between the Company and the secured charge holders on Monday 16 September 2019, as a result of which notice of intention to appoint Douglas Pinteau of this firm and myself as joint administrators by the Company was filed in the High Court of Justice at 1.31pm on 17 September 2019.

VEOO LTD
COMPANY VOLUNTARY ARRANGEMENT ('CVA')

- 2.10 Both secured charge holders provided their written consent to the appointment of the joint administrators in accordance with the details of the notice. Consequently, notice of appointment of the joint administrators by the Company was filed in the High Court of Justice at 10.00am on 18 September 2019.
- 2.11 Section 19 of the CVA as approved deals with breach and termination of the CVA. Paragraph 19.9 of that Section provides that, "If an administrator is appointed at any time during the CVA, all trusts over assets in the CVA will cease and the funds in possession of the Supervisor will form part of the assets of the Company in the administration to be passed to the administrator. The supervisor shall be entitled to draw all outstanding fees and expenses as a priority from these funds before they are transferred to the administrator."
- 2.12 The clear effect of the above provision in the current circumstances is that the CVA is to be terminated as a result of the appointment of the joint administrators. No dividend will now be paid to creditors in the CVA, and all creditors included in the CVA will instead be entitled to claim as creditors in the administration of the Company.
- 2.13 In accordance with the above provision, I have now taken steps to transfer to the joint administrators the funds that I was holding in the CVA, after deducting the relevant costs. I am therefore now terminating the CVA.

3 Realisation of Assets

- 3.1 The contributions required to be paid into the CVA by the Company up to and including the contribution for August 2019 were received from the Company in full and on time. These totalled £550,000.
- 3.2 A small business rates refund in the sum of £267.95 was additionally remitted into the CVA.
- 3.3 The funds held in the CVA generated interest income of £181.82.
- 3.4 No other assets were realised in the CVA.

4 Creditors' Claims

Preferential Creditors

- 4.1 There were no preferential creditors.

Unsecured Creditors

- 4.2 I received unsecured creditor claims totalling £8,579,296.17.
- 4.3 The CVA provided that the Supervisor was to make a first distribution after the first anniversary of approval of the CVA.
- 4.4 However, further to the Company being placed into administration, the funds in the CVA now form part of the assets of the Company in the administration. There are therefore no funds in the CVA to make a distribution to creditors.

VEOO LTD
COMPANY VOLUNTARY ARRANGEMENT ('CVA')

5 Supervisor's Remuneration

- 5.1 The CVA provided that the Supervisor's remuneration be based upon the time costs of the Supervisor and his staff in executing the CVA. It was estimated that time costs for the entirety of the CVA would be £120,000.
- 5.2 The total time costs for the Period are £51,863, as shown on the attached time summary. This represents 178 hours at an average rate of £291.36 per hour. I have drawn these time costs in full. There is no VAT on Supervisor's fees.
- 5.3 Also attached is additional information in relation to this firm's policy on staffing, the use of subcontractors, professional advisers, disbursements and details of our current charge-out rates by staff grade.
- 5.4 A copy of 'A creditors' guide to insolvency practitioners' fees under voluntary arrangements' is available on request or can be downloaded from <http://wsm.co.uk/insolvency/creditors-guides>.
- 5.5 Since the date of appointment, no category 2 disbursements have been taken.

6 Supervisor's Expenses

- 6.1 The following expenses have been incurred since my appointment:

	Paid from CVA during the Period £	Incurred but not paid from the CVA £	Total cost £
Petitioner's costs	2,755.60	Nil	2,755.60
Specific penalty bond	1,520.00	Nil	1,520.00
Court fees	50.00	Nil	50.00

7 CVA Termination

- 7.1 The Company entered into administration on 18 September 2019, and the CVA has failed. Enclosed with the letter accompanying this report is a Notice of Termination. The issue of this Notice effectively brings the CVA to a conclusion.
- 7.2 As the Company is now in administration, creditors previously bound by the CVA are now creditors in the administration. Those that have submitted claims in the CVA are not required to submit them again in the administration, while those yet to submit claims should address them to the joint administrators.

Should you require further information, please do not hesitate to contact Jack Darby of this office.



A J Whelan
Supervisor
3 December 2019

**Voluntary Arrangement of
Veoo Ltd
To 03/12/2019**

S of A £	£	£
ASSET REALISATIONS		
Company Contributions	550,000.00	
Business Rates Refund	267.95	
Bank Interest Gross	181.82	
		550,449.77
COST OF REALISATIONS		
Petitioners Costs	2,755.60	
Specific Bond	1,520.00	
Office Holders Fees	51,863.00	
Court Fees	50.00	
		(56,188.60)
DISTRIBUTIONS		
Transfer to Joint Administrators	494,261.17	
		(494,261.17)
		(0.00)
REPRESENTED BY		NIL

WSM Marks Bloom LLP**TIME & CHARGEOUT SUMMARIES**

Veoo Ltd

From 4 December 2018 to 3 December 2019

HOURS							
Classification Of work Function	Partner	Manager	Other Senior Professional	Assistants & Support Staff	Total Hours	Time Cost	Average Hourly Rate
Administration & Planning	19.90	20.10	8.10	0.00	48.10	£17,126.00	£356.05
Investigations	8.70	0.00	46.00	0.00	54.70	£10,268.00	£187.71
Realisation of Assets	2.60	1.40	0.90	0.00	4.90	£1,774.00	£362.04
Creditors	34.40	12.40	13.75	9.75	70.30	£22,695.00	£322.83
Total	£28,864.00	£12,204.00	£9,625.00	£1,170.00		£51,863.00	
Total Hours	65.60	33.90	68.75	9.75	178.00		
Average Rate	£440.00	£360.00	£140.00	£120.00			

VEOO LTD COMPANY VOLUNTARY ARRANGEMENT ('CVA')

ADDITIONAL INFORMATION IN RELATION TO THE SUPERVISOR'S FEES, EXPENSES AND DISBURSEMENTS

Policy

Detailed below is WSM Marks Bloom LLP's policy in relation to:

- Staff allocation and the use of subcontractors
- Professional advisors
- Disbursements

Staff allocation and the use of subcontractors

The general approach to resourcing our assignments is to allocate staff with the skills and experience to meet the specific requirements of the case. The constitution of the case team will usually consist of a Partner, a Manager, and an Administrator or Assistant. The exact constitution of the case team will depend on the anticipated size and complexity of the assignment and the experience requirements of the assignment. The charge out rate schedule below provides details of all grades of staff and their experience level. We have not utilised the services of any sub-contractors.

Professional advisors

We did not use any professional advisors on this case.

Disbursements

Category 1 disbursements do not require approval by creditors. The type of disbursements that may be charged as a Category 1 disbursement to a case generally comprise of external supplies of incidental services specifically identifiable to the case, such as postage, case advertising, invoiced travel and external printing, room hire and document storage. Also chargeable will be any properly reimbursed expenses incurred by personnel in connection with the case.

Category 2 disbursements do require approval from creditors. These are costs which are directly referable to the appointment in question but are not payments which are made to an independent third party and may include shared or allocated costs that can be allocated to the appointment on a proper and reasonable basis such as internal room hire, document storage or business mileage. We would confirm that this firm does not seek to charge any Category 2 disbursements.

Charge-out Rates

A schedule of current charge-out rates (effective from January 2018) is detailed below.

Grade of staff	Charge-out rates per hour	Previous rates from January 2017
Partners & Licensed Appointment Takers	£440	£420
Other Licensed Appointment Takers	£360	£340
Non-Appointment Taking Licence Holders	£300	£280
Other Professional Staff	£220	£200
Assistants and Support Staff	£140	£120

The minimum time unit is 6 minutes.