

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

To the Registrar of Companies

For Official Use

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Company Number

08054125

Name of Company

F6F6F6F6 Ltd t/a Burwood

I / We

Gerard Nicholas Ratcliffe, 3rd Floor, Falcon Mill, Handel Street, Bolton, Lancs, BL1 8DL

supervisor(s) of a voluntary arrangement taking effect on

15 October 2015

Attach my progress report for the period

15 October 2015

to

14 October 2016

Number of continuation sheets (if any) attached

☐

Signed

Date

31/10/2016

Lawson Fox
3rd Floor, Falcon Mill
Handel Street
Bolton
Lancs
BL1 8DL

Ref LF203/GNR/JKE/SR/DLL

Ins

WEDNESDAY



A5JF23Q1


A15

09/11/2016

#52

COMPANIES HOUSE

**Voluntary Arrangement of
F6F6F6F6 Ltd t/a Burwood**

Statement of Affairs		From 15/10/2015 To 14/10/2016
15,000 00	ASSET REALISATIONS Voluntary Contributions	1,250 00 <u>1,250 00</u>
(54 00)	COST OF REALISATIONS Specific Bond	54 00
(2,500 00)	Nominees Fees	1,196 00
(3,750 00)	Supervisors Fees	NIL
(100 00)	Supervisors Disbursements	NIL
(15 00)	IVA Registration	<u>NIL</u> (1,250 00)
<u>8,581 00</u>		<u><u>NIL</u></u>
REPRESENTED BY		
Client		<u>NIL</u> <u><u>NIL</u></u>
		 <u>Gerard Nicholas Ratcliffe</u> Supervisor

F6F6F6F6 LTD T/A BURWOOD

SUPERVISOR'S ANNUAL REPORT UNDER RULE 1.26(2) (INSOLVENCY RULES 1986) FOR THE PERIOD TO 14th October 2016

Chesterfield County Court 68 of 2015

INTRODUCTION

As Supervisor of the voluntary arrangement of **F6F6F6F6 LTD T/A BURWOOD** appointed on the 15th October 2016, I now submit my first annual report pursuant to rule 1.26(2) of the Insolvency Rules 1986

SUMMARY OF THE TERMS OF THE VOLUNTARY ARRANGEMENT

In summary, the terms of the voluntary arrangement, as agreed, are

- Monthly contributions of £250 to be paid into the arrangement by the company for a period of 5 years. Total contributions are expected to be £15,000

CONTRIBUTIONS & REALISATIONS

The contributions as at **14th October 2016** are as shown below

	Expected Receipts	Actual Receipts
	£	£
Income Contributions	3,000	1,250

As at the date of the anniversary of the voluntary arrangement, the contributions are £1,750 in arrears, which equates to 7 months. A Termination meeting has been convened for the 11th November 2016

RECEIPTS AND PAYMENTS

Attached at Appendix 2, is a summary of receipts and payments for the period up to **14th October 2016**

COSTS OF THE ARRANGEMENT

Costs of the Nominee

To date the Nominee has drawn fees totalling £1,196. The balance of £1,304 remains and will be drawn as and when funds permit

Costs of the Supervisor

To date the Supervisor has drawn fees of NIL

Per the original proposal and outcome statement, as at the first anniversary, it was estimated that the Supervisor would have drawn remuneration totalling £450

In accordance with Statement of Insolvency Practice 9 I am required to inform creditors and other interested parties of their rights under Insolvency legislation. Information and explanatory notes in relation thereto, particularly in relation to remuneration, can be found using the following link <http://www.lawsonfox.co.uk/guide-to-fees>. Any person unable to access the information using this link should contact this office and a paper copy will be provided

Disbursements totalling £54 including VAT have been reimbursed

MODIFICATIONS

The modifications proposed by the creditors and accepted by the company are attached at Appendix 3

My comments on the modifications where appropriate are provided below

- All modifications have been noted

FINANCIAL REVIEW

The debtor has yet to supply me with sufficient information in order that I can complete a financial review

CREDITOR CLAIMS

As can be seen from the schedule of claims attached at Appendix 1, provisional unsecured creditor claims received total £49,125, compared with a value of £16,954 included in the proposal

The claim from HMRC is £46,785 compared with £13,980 in the original proposal and represents the majority of the difference. The claim from HMRC is yet to be finalised

DIVIDENDS PAYABLE

There are no funds available to pay a dividend to unsecured creditors

DIVIDEND RETURN

A Termination meeting has been convened for the 11th November 2016 which will affect the return to creditors

TIME COSTS

Total time spent administering the voluntary arrangement is 7 40 hours at a total cost of £1,260, and is made up as follows -

Classification of Work	Partner	Manager	Other Senior Professional	Assistants & Support Staff	Total Hours	Time Costs £	Average Hourly Rate £
Administration & Planning	0 80	0 00	0 00	0 80	1 60	357 50	223 44
Asset Realisation	0 00	0 00	0 00	4 30	4 30	752 50	175 00
Creditors	0 00	0 00	0 00	1 50	1 50	150 00	100 00
Investigations	0 00	0 00	0 00	0 00	0 00	0 00	0 00
Trading	0 00	0 00	0 00	0 00	0 00	0 00	0 00
Total Fees £	297 50	0 00	0 00	962 50		1,260 00	
Total Hours	0 80	0 00	0 00	6 60	7 40		
Average Rate	371 88	0 00	0 00	145 83			

My Firms current charge out rates are as follows

Grade	Rate per hour £
Directors and Office Holders	250 – 350
Senior Managers and Managers	175 – 250
Administrators	75 – 175
Support & Clerical	25 – 70

Time is recorded in 6 minute units

CONCLUSION

The company is in arrears with contribution payments and in accordance with the terms of the voluntary arrangement this constitutes a breach. The matter has been brought to the attention of the company who has been instructed to rectify the arrears position without delay. A Notice of Breach has been issued to the company, however the company has failed to remedy the breach. A Termination meeting has been convened for the 11th November 2016. Creditors will be notified in due course.

Should you require any further information, please do not hesitate to contact Susan Roberts of this office.

Yours faithfully


G N Ratcliffe
Supervisor

Lawson Fox
F6F6F6F6 Ltd t/a Burwood
Creditor Claims Summary Report

Key	Name	S of A £	Claim £	Agreed Claim £
CA00	Arco Ltd	360 00	360 00	360 00 (U)
CB00	Barclaycard Commercial	1,425 56	1,566 26	1,566 26 (U)
	British Gas			
CB04	Business	0 00	224 83	224 83 (U)
CH01	Hollinshead Safety Ltd	189 24	189 24	189 24 (U)
CI00	H M Revenue & Customs - Tax / NIC	13,979 51	46,785 00	0 00
CW00	Peter Weaving Accountancy Services	1,000 00	0 00	0 00
6 Entries Totalling		16,954 31	49,125 33	2,340 33

U - Unsecured

**Voluntary Arrangement of
F6F6F6F6 Ltd t/a Burwood**

Statement of Affairs		From 15/10/2015 To 14/10/2016	From 15/10/2015 To 14/10/2016
	ASSET REALISATIONS		
15,000 00	Voluntary Contributions	1,250 00	1,250 00
		1,250 00	1,250 00
	COST OF REALISATIONS		
-54 00	Specific Bond	54 00	54 00
-2,500 00	Nominees Fees	1,196 00	1,196 00
-3,750 00	Supervisors Fees	NIL	NIL
-100 00	Supervisors Disbursements	NIL	NIL
-15 00	IVA Registration	NIL	NIL
		-1,250 00	-1,250 00
8,581 00		NIL	NIL
	REPRESENTED BY		
	Client		NIL
			NIL

F6F6F6F6 Ltd t/a Burwood

Schedule of modifications

HM Revenue & Customs

- 1 **(Interpretation)** Any modification to the entire proposal approved by creditors and accepted by the company shall wholly supersede any contradictory terms or implied provisions in the proposal. Any conflicting modifications (s) proposed by the creditors shall be fully resolved prior to approval of the proposal in order that the intention of the modification is given priority and effect.
- 2 **(Variation)** no variation shall be proposed following approval of the arrangement that would cause or have the effect of varying or removing modifications imposed by HMRC in support of the proposal without the express agreement of the HMRC voluntary arrangement service.
- 3 **(Variation)** The Company shall not within 12 months of approval proposal a variation to the arrangement that will reduce the yield to creditors below the forecast unless the supervisor can provide clear evidence that the variation proposal results from changed trading circumstances that could not have been foreseen when the arrangement was made to creditors. The supervisors evidence together with supporting financial information and notice of creditors vote shall be circulated to creditors giving at least 14 days clear notice. No variation fee shall be drawn without creditors approval.
- 4 **(HMRC Claim)** The HMRC claim in the arrangement will include PAYE/NIC together with assessed tax, levy or duty (VAT) due to the day before the meeting to approve the arrangement (or the commencement of the prior administration) and CTSA/assessed tax for accounting period(s) ended on or before the date of approval of the arrangement (or the commencement of the prior administration).
- 5 **(Time limit)** no time limit for lodging claims shall apply to HMRC.
- 6 **(Post approval returns and liabilities)** All statutory returns and payments due to HMRC post approval shall be provided on or before the due date.
- 7 **(Outstanding returns)** should any statutory accounts and returns be overdue at the date of the creditors' meeting they shall be provided to HMRC within one calendar month of the approval date together with any other information required in support of the return.
- 8 **(Dividend prohibition)** No non preferential dividend will be made until the HMRC Final claim has been made and the supervisor has admitted the claim for dividend purposes.
- 9 **(Expenses of VA)** Capital Gains Tax or VAT due on the sale of assets included in the arrangement shall be an expense of realising the asset payable out of the net sale proceeds.
- 10 **(Tax Overpayments)** set off of refunds due from the Crown against debts due to the Crown will be in accordance with statute and established legal principles. Any repayment due to the company for periods for which claims arise under the arrangement when so ever they may arise, shall firstly be offset against HMRC's claims in the arrangement. Any remaining surplus shall be similarly applied to the claims of other Crown departments and should any surplus remain it shall be repaid to the company. Any repayments due to the company that arise after the arrangement shall be applied to any post approval HMRC liability with any surplus being repaid to the company.
- 11 **(Co Debtors)** the release of the company from its debts by the terms of the CVA shall not operate as a release of any co-debtor for the same debts.

- 12 **(Increased claims)** where the total value of creditors claims exceeds 10% or more of the stated value of the affairs supplied by the company for the purposes of this proposal this will constitute a breach of the arrangement. In the event of such a breach the supervisor shall ascertain from creditors what they wish to do in the context of the arrangement overall
- 13 **(Termination)** the arrangement shall terminate upon
 - The making of a winding up order against the company, or the passing of a winding up resolution or the company going into administration
 - (where there is express authority for the supervisor so doing) the supervisor issuing a certificate to termination
- 14 **(Arrangement Trust)** upon termination of the arrangement the arrangement trusts expressed or implied shall cease save that assets already realised shall (after provision for supervisors fees and disbursements) be distributed to arrangement creditors
- 15 **(Non compliance)** Failure to comply with any express term of the arrangement shall constitute a breach of the company's obligations under the arrangement. The supervisor shall work with the company to remedy any breach of obligation. Rule 1.19 shall apply where any variation is proposed. If any breach of obligation is not remedied within 30 days of its occurrence this shall constitute default of the CVA that cannot be remedied and the supervisor shall petition for a winding up order
- 16 **(Payments)** The company is to make no fewer than 60 monthly voluntary contributions of not less than £250 during the term of the arrangement
- 17 **(Annual contribution review)** The Supervisor is to conduct a full review at each anniversary of the arrangement, based upon the month end immediately preceding the anniversary of the arrangement of the company's business income and expenditure. To enable the supervisor to perform this function management accounts to include profit and loss for the preceding 12 months shall be furnished to the supervisor together with the relevant balance sheet and cash flow projection for the following 12 month period within one month of the anniversary. The supervisor shall obtain an increase in voluntary contributions of not less than 50% of any rise in net income after provision for tax
- 18 **(Associated creditors)** associated creditors have offered to either defer their claims in the arrangement (stand aside) or to rank alongside
- 19 **(Duration)** The duration of the arrangement shall not exceed 66 months, without the prior approval of a 75% majority in value of creditors' claims voting for the resolution
- 20 **(Contributions)** should any contribution fall 30 days into arrears or fall below the amount specified in the arrangement and remain so after 30 days this shall constitute a failure of the arrangement and the Supervisor shall immediately petition for the compulsory winding up of the company
- 21 The director's of the company shall not
 - declare or pay any dividend to shareholders for the duration of the voluntary arrangement
 - Increase the remuneration of any person involved in the management of the business whether by way of increase in salary, payment, bonus or benefit
 - Enter into any contract or undertaking for the sale of the business nor dispose of the goodwill or of any assets or goodwill forming part of or essential to its continuing trade
 - Create or extend any mortgage, debenture, charge or security over any part of the company/business except for those that subsist at the date of the proposal. This shall not affect any commercial factoring or similar agreement

- 22 The arrangement shall not be capable of successful completion until all unsecured non-preferential creditors claiming in the arrangement have received a minimum dividend of 50 70p/£
- 23 The supervisors fees shall not exceed £2,250 in total and shall be drawn proportionately in line with receipts
- 24 The supervisor shall retain sufficient funds for winding up proceedings against the company and such funds will rank ahead of any other expense of the arrangement For the avoidance of doubt this shall include unpaid nominees fees and expenses as at the date of the meeting of creditors at which the proposal is approved Funds set aside under this provision shall not be used to fund a creditors voluntary liquidation and shall remain an asset of the arrangement Funds retained by the supervisor to enable winding up proceedings to be taken shall be distributed to creditors upon satisfactory completion of the arrangement subject to a limit of 100p/£ being achieved

DIVIDEND PAYMENTS

Our ref **GNR/JKE/SR/DLL/LF203/15**
In the Matter of **F6F6F6F6 Ltd/a Burwood**

It is our preferred method to make all distribution payments by BACS In order to process payments we require the following information

Name of Company /Business Name	
Ref to be quoted	
Account Name	
Sort Code	
Account No	

For office use

IPS Key	
Processed by	
Date	/ /