Rule 1 26A/1 54

The Insolvency Act 1986

Notice to Registrar of Companies of Supervisor's Progress Report R.1.26A(4)(a)/R. 1.54

Pursuant to Rule 1 26A(4)(a) or Rule 1 54 of the Insolvency Rules 1986

To the Registrar of Companies

For official use

Company Number

OC346329

Name of Company

(a) Insert full name of company

- (a) TAYLOR STREET SOLICITORS LLP
- (b) Insert full name and address)

(b) MICHELLE ANNE WEIR of

LAMEYS ENVOY HOUSE LONGBRIDGE ROAD PLYMOUTH DEVON PL6 8LU

Supervisor of a Voluntary Arrangement taking effect on

(c) Insert date

9 SEPTEMBER 2013

Attach my Progress Report for the period

from

(c)

(c) 8 SEPTEMBER 2015

to

(c) 8 SEPTEMBER 2016

Number of continuation sheets (if any) attached

Signed

Date 7 November 2016

#33

Presenter's name, address and reference (if any) LAMEYS
ENVOY HOUSE
LONGBRIDGE ROAD
PLYMOUTH
DEVON
PL6 8LU

MAW/MDS/TA0065P/CVA/Oi



TAYLOR STREET SOLICITORS LLP

COMPANY VOLUNTARY ARRANGEMENT ("CVA")

SUPERVISOR'S ANNUAL REPORT TO CREDITORS

FOR THE PERIOD 9 SEPTEMBER 2015 TO

8 SEPTEMBER 2016

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APPENDICES

- A Receipts & payments account for the period from 9 September 2013 to 8 September 2016
- B Time analysis for the period from 9 September 2015 to 8 September 2016 and cumulative analysis for period of arrangement to date
- C Additional information in relation to supervisor's fees and expenses
- D Statement of claim

1 Introduction

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

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

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

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

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

"the Arrangement"	This company voluntary arrangement	Due to the
	interlocking nature of the voluntary arra	angements the

term "the Arrangement" may be used to refer to the voluntary arrangement for the LLP, TSP, Holdings,

PJS-IVA or all four arrangements as a whole

"the Act" The Insolvency Act 1986 (as amended)

"the Company" Taylor Street Solicitors LLP

"CVA" Company voluntary arrangement

"the Designated Members" Philip John Street and PS Holdings Limited

"the Effective Date" 9 September 2013

"Holdings" PS Holdings Limited

"the LAA" the Legal Aid Agency

"the LLP" Taylor Street Solicitors LLP

"the Members" Philip John Street and PS Holdings Limited

"PJS" Philip John Street

"the Rules" The Insolvency Rules 1986 (as amended)

"Secured Creditor" Any creditor of the Company whose claim is secured

against any assets of the Company

"the SMP" Monthly payments received from the LLA in relation

to lower crime work, being the Standard Monthly

Payment

"the Supervisor" Michelle Anne Weir, Licensed Insolvency Practitioner

of Lameys, Envoy House, Longbridge Road,

Plymouth, PL6 8LU

"TSP"

TS People Limited

"Unsecured Creditor"

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

howsoever arising

The main provisions of the Arrangement are as follows

Contributions

The Arrangement provides for the LLP to pay monthly contributions to the Supervisor over a period of 5 years. These contributions commenced at £15,000 per month, subsequently varied as detailed below, and are financed out of the LLP's trading profits

Additional contribution

The terms of the Arrangement include a provision for the LLP to pay an additional contribution if certain circumstances are triggered by the Company's trade. A more detailed explanation is provided in the original proposal but can be summarised in that the additional contribution would become due if the LLP receives a top up payment from the LAA

Sale of house

The equity in PJS's home will be introduced for the benefit of the Arrangement

This will happen in line with a modification which was submitted by HM Revenue & Customs and agreed by the Members and Designated Members, as follows

"In addition to the assets stated in the original proposal as being included within the arrangement the Supervisor shall within 30 days of the approval of the arrangement secure the following assets for the benefit of the arrangement of Mr Street, 6 Tavistock Drive, Fleet, Hampshire, GU51 4EH By month 48 the debtor is to obtain 2 valuations thereof and must either (1) introduce funds (equivalent to the equity therein) by month 54 through either re-mortgage or other borrowing or if this is not possible (2) he must make monthly contributions into the VA for a further 12 months at the same rate as in Year 5 The duration of the VA will be extended accordingly The total contributions in Year 6 will be capped at the level of equity "

Review of trading

Included in the original proposal was a cash flow projection. The monthly contributions are based on these projections
The Arrangement notes that actual results could be better or worse than the projected figures and makes provision for both circumstances

In circumstances where trade is better than projected, the Arrangement provides that the LLP's contributions will be increased by 50% of any increase in the after tax profits over the cash-flow amounts forecast

In circumstances where trade is worse than projected, the Arrangement provides that, at the Supervisor's discretion, the monthly contribution may be reduced by up to 30%. In addition, at the Supervisor's discretion, the Supervisor can allow a contribution holiday whereby the monthly contribution is reduced to zero for a maximum of 3 months

These provisions allow for the Arrangement to benefit from any increase in the LLP's financial performance and makes the Arrangement more viable in times where trade is more difficult

The LLP's trading performance is reviewed every 3 months

Variation of the Arrangement

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

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

I wrote to creditors on 6 June 2016 and convened a variation meeting of creditors for 6 July 2016 in order to consider varying the Arrangement so that the contributions be reduced to a manageable level given the reduction in cash flow from the LLP's trade. The proposed variation dealt with the breach of the terms of the Arrangement.

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

Resolution 1

The missed contributions for May 2016 will not be treated as a breach of the terms of the CVA. This missed contribution will be caught up by making an additional contribution at the end of the CVA.

Jun-16	£1,000 00	Already Paid	Jan-18	£5,000 00
Jul-16	£1,000 00	•	Feb-18	£5,000 00
Aug-16	£1,000 00		Mar-18	£5,000 00
Sep-16	£1,000 00		Apr-18	£5,000 00
Oct-16	£1,000 00		May-18	£5,000 00
Nov-16	£1,000 00		Jun-18	£5,000 00
Dec-16	£1,000 00		Jul-18	£5,000 00
Jan-17	£1,000 00		Aug-18	£5,000 00
Feb-17	£5,000 00		Sep-18	£5,000 00
Mar-17	£5,000 00		Oct-18	£5,000 00
Apr-17	£5,000 00		Nov-18	£5,000 00
May-17	£5,000 00		Dec-18	£5,000 00
Jun-17	£5,000 00			
Jul-17	£5,000 00			
Aug-17	£5,000 00			
Sep-17	£5,000 00			
Oct-17	£5,000 00			
Nov-17	£5,000 00			
Dec-17	£5,000 00			

Resolution 2

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

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

This report now provides an update on the progress in the CVA in accordance with Rule 1 26 of the Insolvency Rules 1986. At Appendix A I have provided an account of my Receipts and Payments for the year ended 8 September 2016 with a comparison to the Directors' proposal

2. Supervisor's comments

Voluntary contributions

As per the agreed variations, I have received total contributions to date of £364,000 and can confirm that all contributions are up to date at the time of this report. Following the variation, contributions for the remaining term are set out as per resolution 1 above.

Additional contributions

To date the additional contribution clause has not been triggered

6 Tavistock Drive, Fleet, Hampshire, GU51 4EH ("the Property")

I have registered an RX1 form at Land Registry to note my interest and secure the Property for the benefit of the Arrangement

Payment of CVA costs for Holdings.

Holdings is in a CVA as part of the interlocking arrangements. However, Holdings does not have any creditor claims under the terms of the arrangement. It was essential for Holdings to be party to the arrangement due to several guarantees and group registration for its taxes. The proposal provided for the LLP's CVA to pay the costs of Holding's CVA.

Mileage and postage

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

Other matters

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

3. Creditors

Preferential creditors

Preferential creditors which relates to employee claims for unpaid holiday pay and unpaid wages, were agreed and were paid in full on 9 June 2014

Unsecured creditors

To date I have admitted claims from 22 creditors totalling £1,454,842. I am yet to receive claims from 10 creditors whose debts were estimated to amount to £15,867 per the statement of affairs.

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

4. Supervisor's remuneration

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

The Supervisor's time costs for the year ended 8 September 2016 total £12,322 This represents 82 2 hours at an average rate of £149 9 per hour. In the period, £10,330 has been drawn on account

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

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

- Necessary administration and planning of the case, case reviews and general management, meeting with directors
- = Cashiering and preparation of receipts and payments accounts
- = Preparation of reports to creditors and all other statutory duties
- = Liaising and dealing with calls and correspondence from creditors, employees etc
- = Agreement and scheduling of creditor claims
- = Calculation and payment of dividend distribution to creditors
- = Review of LLP's trading figures
- = Convening variation meeting and preparation of variation reports to creditors
- = Monitoring of monthly voluntary contributions
- = Meetings and correspondence with the LLP in relation to changes in the trading circumstances of the LLP and the required variation of the Arrangement

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

5. Distributions

Preferential creditor claims have been agreed and were paid in full on 9 June 2014

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

09/06/2014 4p in the £ 23/12/2014 2 3p in the £ 19/02/2016 12 4p in the £

At present, I have funds of approximately £28,042 in hand. The proposal states

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

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

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

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

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

Yours faithfully

MICHELLE WEIR SUPERVISOR

Enc

TAYLOR STREET SOLICITORS LLP COMPANY VOLUNTARY ARRANGEMENT

RECEIPTS & PAYMENTS ACCOUNT FOR THE PERIOD 9 SEPTEMBER 2013 TO 08 SEPTEMBER 2016

Estimated to realise per proposal £	RECEIPTS	09.09 2015 to 08.09.2016 £	Total to date £
900,000 00	Voluntary contributions	56,500 00	364,000 00
100,000 00	Additional contributions	0 00	0 00
180,000 00	Equity in freehold property	0 00	0 00
0 00	VAT refund	0 00	900 00
0 00	Interest	148 08	324 50
1,180,000.00		56,648 08	365,224.50
	PAYMENTS	£	£
	Statutory bonding	0 00	700 00
	Nominee's fee (Note 2)	0 00	9,500 00
	Payment of CVA costs for PS Holdings Limited	1,968 92	8,724 25
	Companies House searches	0 00	2 00
	Accountancy fees	0 00	4,200 00
	Supervisor's remuneration	10,330 00	28,110 00
	Unsecured dividends (Note 3)	218,014 70	271,954 36
	Distribution to preferential creditors (100p in the £ paid on 9/06/2014)	0 00	12,378 60
	Mileage	3 60	385 20
	Postage	65 74	517 57
	Legal costs	0 00	611 00
	Room hire	0 00	100 00
		230,382 96	337,182 98
	Balance at bank (Note 4)	_	28,041.52

Notes

- 1 Receipts & payments are stated gross of VAT
- 2 Nominee's fee agreed at £7,500 00 plus £2,000 00 in relation to the adjournment
- 3 Unsecured dividends paid

4 Balance at bank includes provision of the following - £12,000 00 for winding up petition costs

APPENDIX B

TAYLOR STREET SOLICITORS LLP COMPANY VOLUNTARY ARRANGEMENT

Time Cost Analysis Summary

Period of Time Costs

From 09 September 2015 To 08 September 2016

	Partner	Senior Manager	Assistant Manager	Administrators	Assistants & Support Staff		Total Cost	Average Rate £/hr
Description of Work								
Administration and Planning	3 00	29 10	0 00	0 60	18 70	51 40	£8.634 00	£167 98
Realisations of Assets	1 10	0 00	0 00	0 00	0 40	1.50	£311 00	£207 33
Creditors Total Hours	0 50 4 60	5 50 34 60	0 00	0 00	23 30 42 40		£3,377 00 £12,322.00	£115.26 £149.90

Total Time Costs (£)

£12,322 00

APPENDIX B

TAYLOR STREET SOLICITORS LLP COMPANY VOLUNTARY ARRANGEMENT

Time Cost Analysis Summary

Period of Time Costs

From 09 September 2013 To 08 September 2016

	Partner	Senior Manager	Assistant Manager	Administrators	Assistants & Support Staff	Total Hours	Total Cost	Average Rate £/hr
Description of Work								
Administration and								
Planning	5 30	37 40	0 00	2 20	45 80	90 70	£13,631.00	£150.29
Investigations	0 00	0 00	0 00	0 00	3 80	3 80	£342.00	290.00
Realisations of Assets	1 90	0 50	0 00	0 00	0 40	2.80	£616.00	£220.00
Creditors	7 00	36 40	0 00	13 90	43 50	100 80	£15,394.00	£152 72
Tax/VAT	0 00	0 00	0 00	0 00	1 20	1 20	£108.00	£90 00
Total Hours	14 20	74 30	0 00	16 10	94 70	199 30	£30,091.00	£150 98

Total Time Costs (£)

£30,091 00

APPENDIX C

ADDITIONAL INFORMATION IN RELATION TO SUPERVISOR'S FEES

PURSUANT TO STATEMENT OF INSOLVENCY PRACTICE 9 (SIP9)

1 Palicy

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

1.1 Staff allocation and the use of sub-contractors

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

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

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

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

Lameys does not utilise the services of any sub-contractors

1.2 Professional advisors

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

1.3 Disbursements

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

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

2 Charge out rates

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

The current charge out rates are as follows

 Partner
 £250 per hour

 Servor Manager
 £210 per hour

 Assistant Manager
 £170 per hour

 Administrators
 £150 per hour

 Assistants & Support Staff
 £90 per hour

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

TAYLOR STREET SOLICITORS LLP

CREDITOR'S STATEMENT OF CLAIM

Name and Address of Creditor	-
Amount claimed in the Arrangement - (Including VAT)	£
Signature of Creditor	
Name of Creditor	
Telephone	
Fax	
Email	
Date	
Please provide appropriate documentation in suppo	ort of your claim
If you are registered for VAT the amount claimed s been claimed under the Value Added Tax Act 1994	hould include VAT even if VAT bad debt relief has
Please return this form when you have completed Plymouth, PL6 8LU	d it to Lameys, Envoy House, Longbridge Road,

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

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

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