

In accordance with Rule 2.38 of the Insolvency (England & Wales) Rules 2016 and Sections 4(6) and 4(6A) of, or paragraph 30 of Schedule A1 to, the Insolvency Act 1986.

CVA1

Notice of voluntary arrangement taking effect



Companies House



A15 *A89I1HWW* 11/07/2019 #23
COMPANIES HOUSE

THURSDAY

For further information, please refer to our guidance at www.gov.uk/companieshouse

1 Company details

Company number 0 2 0 5 0 7 3 4

Company name in full Megabet UK Limited

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

2 Supervisor's name

Full forename(s) Robert

Surname Horton

3 Supervisor's address

Building name/number Level 8

Street 125 Old Broad Street

Post town London

County/Region

Postcode E C 2 N 1 A R

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.

CVA1

Notice of voluntary arrangement taking effect

6 Date CVA took effect

Date

d	0	d	9	m	0	m	7	y	2	y	0	y	1	y	9
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7 Report of consideration of proposal

☒ I attach a copy of the report of consideration of the proposal

8 Sign and date

Supervisor's signature

Signature

X



X

Signature date

d	0	d	9	m	0	m	7	y	2	y	0	y	1	y	9
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CVA1

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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	Serena Piras
Company name	R2 Advisory Limited
Address	1 Royal Exchange Avenue
Post town	London
County/Region	
Postcode	E C 3 V 3 L T
Country	
DX	
Telephone	020 7043 4190



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

Chairman's Report to the Court on a Decision of Creditors and a Meeting of Members
Pursuant to section 4 of The Insolvency Act 1986

In the High Court of Justice – CR-2019-003813

Re: Megabet UK Limited

Of: Pinetree Business Centre , Pinetree Centre, Durham Road, Birtley, Chester Le Street, DH3 2TD

I, Robert Horton, of R2 Advisory Limited, 1 Royal Exchange Avenue, London, EC3V 3LT, report to the Court as follows:

Approval of Proposal

On 8 July 2019, ('the Decision Date'), a Proposal for a Company Voluntary Arrangement (CVA) was considered and accepted with modifications by creditors, which incorporated the appointment of Robert Horton of R2 Advisory Limited, 1 Royal Exchange Avenue, London, EC3V 3LT, as Supervisor.

Details of the voting on the decision and votes cast by creditors on each resolution are as follows:

Voting by all creditors

For	<u>£2,634,979.83</u>	<u>97.79 %</u>
Against	<u>£59,501.00</u>	<u>2.21 %</u>
	<u>£2,694,480.83</u>	<u>100%</u>

In accordance with Rule 15.34 of the Insolvency (England & Wales) Rules 2016, a majority of greater than the required 75% of creditors voting (by value) approved the CVA. Details of how creditors voted is provided below.

In addition, and also in accordance with Rule 15.34 of the Insolvency (England & Wales) Rules 2016, a majority greater than 50% of creditors voting (by value) but which excluded the votes of connected creditors, approved the CVA. There were no connected creditors within the CVA.

Voting excluding connected creditors

For	<u>£2,634,979.83</u>	<u>97.79 %</u>
Against	<u>£59,501.00</u>	<u>2.21 %</u>
	<u>£2,694,480.83</u>	<u>100%</u>

Detail of all creditors voting for **acceptance**:-

Proxy Holder	Creditor	Amount (£)
Chair	Stan James (Abingdon) Ltd Pension Fund	77,150.00
Chair	SA Evison & Co	23,000.00
Chair	Computer Business Forms Ltd	24,798.62
Chair	IPM Personal Pension Trustees Ltd	13,614.02
Chair	Peter, Dianne and Anne Fisher	15,126.00
Chair	Peter Fisher	42,435.00
Chair	Gamtrain Ltd	754.00

Chair	Optima Information Services SLU	48,520.50
Chair	Aspire Technology Solutions	5,263.45
Chair	Molyneux Rose Ltd	55,000.00
Chair	Sigmund Sternberg Charitable Foundation	14,250.00
Chair	Anthony Bethell	15,167.16
Chair	Anne Philomena Fisher	35,790.00
Chair	OptionHouse Limited	9,600.00
Chair	Diane Fisher	27,400.00
Chair	Northern Pinetree Trust Trading Ltd	Nil
Chair	Ravent Ltd	16,207.87
Chair	Link Integral Security Solutions Ltd	5,970.19
Chair	Inspired Gaming UK Ltd	73,702.23
Chair	The Warden and Fellows of Nuffield College in the University of Oxford	23,500.00
Chair	Best Gaming Technology GMBH	61,883.45
Chair	Vernon Smith Ltd	25,200.00
Chair	John McMeeking and Marilyn McMeeking	35,000.00
Chair	Alpine AR Conditioning (NE) Ltd	11,923.70
Chair	The Racing Partnership	192,148.44
Chair	H M Revenue and Customs	1,576,215.00
Chair	Bookmakers Technology Consortium Ltd	4,585.20
Chair	Chisholm Bookmakers Ltd	2,580.00
Chair	Holyfield Estates Ltd	16,750.00
Chair	A & S Bhanji	37,500.00
Chair	Ann and Jennifer Lidster	22,050.00
Chair	Astorbush Limited	18,250.00
Chair	Siobhan Sweet	6,600.00
Chair	Mick Dines Group Pension Scheme	32,000.00
Chair	David and Lillian Welsh	6,625.00
Chair	Eastcroft Consultants T/A Auditel	1,920.00
Chair	Jennifer Joanna Hartley	13,000.00
Chair	MarbleHome Ltd	43,500.00

Total voting for acceptance:

£2,634,979.83

Percentage voting for acceptance:

97.79 %

Details of all creditors voting for **rejection**: -

Proxy Holder	Creditor	Amount (£)
Chair	Salford Estates (No 2) Ltd	42,000.00
Chair	Lexamrio 2 Ltd	17,500.00
Chair	Darren Marks	1.00

Total voting for rejection:

£59,501.00

Percentage voting for rejection:

2.21 %

No creditors were present in person, but all were represented by proxy

The CVA was approved subject to the attached modifications.

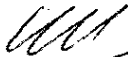
Members' Meeting

A meeting of the Company's members was held on 9 July 2019. The following members attended the meeting either in person or by proxy and voted unanimously to approve the Company's Proposal:

Member	Shares Held
Bet 21 Limited	124
Total voting for acceptance:	124
Percentage voting for acceptance:	100%

The EC Regulation on Insolvency Proceedings applies. These proceedings are main proceedings as defined in Article 3 of the Regulation. The Company's centre of main interest is within the United Kingdom.

Dated this 9th day of July 2019



Chair

In the matter of Megabet UK Limited

Creditors' modifications as accepted by the Directors and Member:

Modifications Proposed by HMRC:

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 modification(s) proposed by 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 the 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 Arrangements Service.
3. (Variation) The company shall not, within 12 months of approval of the arrangement, propose a variation that will reduce the yield to creditors below that forecast unless the Supervisor can provide clear evidence that the resolution results from changed trading circumstances that could not have been foreseen when the proposal was made to creditors. The Supervisor's evidence together with supporting financial information and notice of a 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 the accounting period(s) ended on or before the date of approval of the arrangement (or date of 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 of the arrangement shall be provided on or before their 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 distribution will be made until the HMRC Final Claim has been made and the supervisor has admitted the claim for dividend purposes.
9. (Expenses of arrangement) CTSA/VAT due on realisation of assets included in the arrangement will be regarded as 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 the 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 for periods 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 CVA shall not operate as a release of any co-debtor for the same debts.

12. (Increased claims) Where the total value of creditor's claims exceeds by 15% or more of the stated value of their affairs supplied by the company for the purpose 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:
- a) The making of a winding up order against the company, the passing of a winding up resolution or the company going into administration.
 - b) (where there is express authority for the supervisor so doing) the supervisor issuing a certificate of termination.
14. (Arrangement trusts) Upon termination of the arrangement the trusts expressed or implied shall cease, save that assets already realised shall (after provision for supervisor's 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 obligation under the arrangement. The supervisor shall work with the company to remedy any breach of obligation. Rule 15.34 IR2016 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 the winding up order.
16. (Supervisor) The discretion given to the supervisor in paragraph(s) 7.15 and 751 shall be removed.
17. Included/excluded assets
- For the avoidance of doubt and unless specifically excluded below all of the company's assets will be included within the arrangement.
- As per the proposal.
18. (Payments) The company is to make no fewer than 60 monthly voluntary contributions of not less than £8,333.00 totalling £499,980.00 during the term of the arrangement.
19. (Annual contribution review) The supervisor is to conduct a full review, on 31st December of each year, based upon the year end, 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. The supervisor shall obtain an increase in voluntary contributions of not less than 50% of any rise in net income after provision of tax.
20. (Third Party Payments) Third party payments shall be made in the amount shown:
- Bet21 are to make a contribution payment of £170,000.00 to be held by Nominee.
- Failure by the third party to make the specified payment(s) shall be deemed an irrevocable breach of the arrangement.
21. (Associated creditors) The Associated creditors Bond Venture Investments Limited in the sum of £104,500.00 have offered to defer their claims in the arrangement. For the avoidance of doubt their offer is to waive their dividend entitlement in favour of all non-associated creditors under the arrangement.
22. (Duration) The duration of the arrangement shall not exceed 63 months without the prior approval of a 75% majority in value of creditors' claims voting on the resolution.

23. (Contributions) Should any voluntary 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 petition for the compulsory winding up of the company.
24. The directors of the company shall not:
- a) Declare or pay any dividend to themselves or the shareholders of the company for the first two years of the arrangement.
 - b) The company cannot increase the total remuneration for all existing directors and management who are employed as at the CVA effective date by more than inflation measure by the CPI. Increase the remuneration of any person involved in the management of the business, whether by way of increase in salary, payment, bonus or benefit.
 - d) The directors shall not without the prior written consent of the Supervisor and a formal valuation from LSH or similar form of Valuers and Chartered Surveyors enter into any contract undertaking for the sale of the business nor dispose of the goodwill or of any assets or goodwill forming part of the essential to continuing its trade. The net proceeds of any such sale must be paid into the Company's bank account.
 - e) The directors of the Company shall not without the prior written consent of the Supervisor create or extend any mortgage, debenture, charge or security over any part of the company/business except those that subsist at the date of the proposal.
25. 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 30.49 pence in the pound (p/£).
26. (Expense of VA) HMRC petition costs are to be paid as an expense of the arrangement in priority to the unpaid nominee's fees and expenses as at the date of the meeting of creditors, supervisors fees, remuneration and disbursements.
27. (Fees) the supervisor's fees shall not exceed £50,000.000 in total and shall be drawn proportionately in line with receipts.
28. (Winding up fees) On the day of the creditors meeting which approves the proposal the company shall pay over to the nominee in cleared funds sufficient for winding up proceedings against the company. Should the full amount of cleared funds not be received by the time of the meeting of creditors this shall be deemed as non-acceptance of this modification and as such HMRC's vote shall be counted as one for rejection of the proposal.
29. (Confirmation) The supervisor shall confirm in their report of the meeting of creditors that sufficient funding has been received.
30. (Liquidation costs provision) 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 nominee's 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 100 pence in the pound being achieved.