

CVA4

Notice of termination or full implementation of voluntary arrangement



Companies House

FRIDAY



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A20

21/02/2020

#119

COMPANIES HOUSE

1 Company details

Company number 0 3 0 7 4 3 6 1

Company name in full Isle of Wight Care Limited

→ Filling in this form

Please complete in typescript or in
bold black capitals.

2 Supervisor's name

Full forename(s) Andrew

Surname Fender

3 Supervisor's address

Building name/number Sanderling House

Street Springbrook Lane

Earlwood

Post town Solihull

County/Region

Postcode B 9 4 5 S G

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

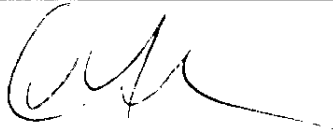
- ☒ I have attached a copy of the notice to creditors
☒ I have attached the supervisor's report

8 Sign and date

Supervisor's signature

Supervisor's signature

X



X

Signature date

d	1	d	9	m	0	m	2	y	2	y	0	y	2	y	0
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Isle of Wight Care Limited

(Company Voluntary Arrangement)

Final Report

19 February 2020

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- II. Analysis of time costs
- III. Notice of Termination

1. INTRODUCTION

I write further to my letter dated 5 August 2019 advising of the failure of the voluntary arrangement and my subsequent letter of 20 November 2019 enclosing a third and final dividend to unsecured creditors.

Creditors will recall that as Supervisor I presented a winding-up petition against the company, which was due to be heard on 22 January 2020. In the meantime, I was appointed as Administrator of the company on 20 January 2020 by a qualifying charge holder and you have had separate notice in this regard.

This is my final report regarding the implementation of the voluntary arrangement.

2. BACKGROUND

Creditors will recall that the voluntary arrangement proposal was approved on 2 September 2014 and I was appointed as Supervisor.

The proposal was anticipated to last five years during which time monthly contributions would be paid to me as Supervisor as outlined below.

As advised in my letter of 5 August 2019 and the accompanying Certificate of Non-Compliance, the company did not comply with the terms of the proposal as modified and agreed by the requisite majority of creditors. Specifically, the monthly contributions were not brought up to date and accrued monthly contributions totalling £14,000 became due causing a formal breach of the terms.

3. ASSET REALISATIONS

Voluntary contributions

The proposal outlined the anticipated monthly contributions as follows:

Period	Monthly Contribution (£)
Months 1-6	500.00
Months 7-12	1,000.00
Months 13-24	1,500.00
Months 25-36	2,000.00
Months 37-48	3,000.00
Months 49-60	4,000.00

Contributions totalling £105,000 were received as per the attached receipts and payments account. These were up to date as at January 2019 and while outstanding contributions were subsequently requested they were not paid and the breach procedure was followed in line with the terms of the proposal.

In addition, it will be recalled that a further annual contribution was expected based on the difference between the anticipated costs of the Lloyds Bank loan at the time of the voluntary arrangement proposal and the actual costs incurred, with this represented by a contribution of 50% of the year end bank balance.

As reflected in the receipts and payments account, and as detailed in the previous annual reports, the sum of £2,000 was received in this regard.

4. CREDITORS' CLAIMS

Preferential

The company has no preferential creditors of which I am aware.

Unsecured

The company's unsecured claims as per the director's Statement of Affairs totalled £309,924 from 13 creditors.

Claims from these 13 creditors totalling £225,069.62 were received and admitted. One creditor owed £4,710.55 subsequently withdrew their claim and this resulted in claims from 12 creditors totalling £304,168.43 being admitted for the second and third dividends.

Prescribed part

Section 176A of the Insolvency Act 1986 normally requires a prescribed part of the company's net property, which is the balance remaining after discharging the preferential claims but before paying the floating charge-holder, to be made available for the satisfaction of unsecured debts, however this provision does not apply to voluntary arrangements.

5. DIVIDENDS

On 16 January 2018 a first interim dividend of 5.77p in the pound totalling £12,986.53 was paid to 13 unsecured creditors.

On 29 October 2018 a second interim dividend of 5.55p in the pound totalling £12,229.94 was paid to 12 unsecured creditors.

And on 20 November 2019 a third and final dividend of 6.19p in the pound totalling £13,309.00 was paid to 12 unsecured creditors.

6. COSTS AND EXPENSES

Creditors have, in accordance with the voluntary arrangement proposal, authorised me to draw remuneration on a time cost basis as well as category 2 disbursements from the funds in hand.

The payments shown on the summary of the receipts and payments at Appendix I are in the main self-explanatory.

Category 1 disbursements totalling £602.50 and Category 2 disbursements totalling £916.20 have been incurred and drawn during the course of the voluntary arrangement

Also incurred were the fee of £280 and deposit of £1,600 in respect of the winding-up petition presented against the company. The deposit will be repaid and forwarded to the appointed Administrator in due course.

At Appendix II is a summary of my time costs incurred, which amount to £65,183.50 representing 250.90 hours at an average hourly rate of £259.80. The sum of £65,094.77 has been billed and drawn against these costs.

Also attached at Appendix II is a note of my charge out and disbursement rates. A guide to fees is available on request.

7. CONCLUSION

I have completed my administration of this case. No further reports will be sent.

I shall be pleased to provide any additional information that you may require.

A handwritten signature in black ink, appearing to read 'A. Fender', with a long horizontal flourish extending to the right.

Andrew Fender
Supervisor

Dated: 19 February 2020

APPENDIX I
Supervisor's Receipts and Payments Account

Isle of Wight Care Limited
Receipts and Payments Account from 2 September 2014 to 19 February 2020

Receipts

£

Contribution	105,000.00
Additional Annual Contribution	2,000.00
Interest	33.84

107,033.84

Payments

Supervisor's Fees	65,094.77
Bordereau	528.00
Printing, Postage, Stationery, Telephone	665.00
Room Hire	175.00
Company Search	45.00
Mileage & Parking Costs	31.20
First Interim Dividend to 13 Unsecured Creditors (5.77p/£)	12,986.53
Second Interim Dividend to 12 Unsecured Creditors (5.55p/£)	12,229.94
Third & Final Dividend to 12 Unsecured Creditors (6.43p/£)	13,309.00
Advertising	74.50
Winding-up Costs	1,880.00
VAT	14.90

107,033.84

Closing Balance

0.00

Funds Held in Interest Bearing Account

Sanderlings LLP

Time & Chargeout Summaries

Isle of Wight Care Limited - CVA

To 19 February 2020

Classification Of Work Function	Partner	Other Senior Professional	Assistants & Support Staff	Total Hours	Time Cost	Average Hourly Rate
Administration & Planning	43.30	28.90	69.70	141.90	37,597.00	264.95
Investigations	0.00	0.00	0.00	0.00	0.00	150.00
Asset Realisation	12.10	1.30	13.40	26.80	7,437.00	277.50
Specific Matters	0.50	0.00	0.00	0.50	205.00	0.00
Creditors	28.80	4.50	48.40	81.70	19,944.50	244.12
Total Fees Claimed £	35,336.50	10,312.50	19,534.50		65,183.50	
Total Hours	84.70	34.70	131.50	250.90		
Average Rate	417.20	297.19	148.55			259.80

Fees

The fees of the Trustee/Liquidator/Supervisor/Administrator (appointed IP) are fixed by reference to time properly spent by the appointed IP and his staff in attending to all matters arising in the Bankruptcy/liquidation/Voluntary Arrangement/Administration (case) unless otherwise agreed with the creditors. The appointed IP and his staff charge time to all insolvency cases in units of 6 minutes. The Trustee/Liquidator/Supervisor/Administrator reserves the right to charge interest at a rate of 2% above bank base rate on unrecovered work in progress.

The charge-out rates for the various categories of staff are as follows:-

	Charge Out Rate per Hour £
Appointed Partner (Trustee, Supervisor, Liquidator, Administrator, Administrative Receiver)	420
Partner/Senior Manager	300
Manager	230
Case Administrator	150
Support staff (only to be chargeable for periods of 1 hour or more)	110
Junior	45

Standard Activity	Examples of Work
Statutory Compliance, administration & planning	Statutory reporting and compliance, compliance with other regulatory requirements case planning, administrative set up, appointment notification, maintenance of records, SIP 2 review, CDDA reports, Investigating antecedent transactions
Investigations	Identifying, securing, insuring assets, Retention of title, Debt collection
Realisation of assets	Property, business and asset sales
Trading	Management of operations, accounting for trading, on going employee issues
Creditors	Communication with creditors, Creditors' claims (including employees and other preferential creditors)

Disbursements - Category 2 Disbursements

In dealing with the case, the appointed IP will incur expenses and disbursements that are recoverable from the assets available in the case in accordance with the Insolvency (England and Wales) Rules 2016 where appropriate (e.g. Rule 3.51 in Administrations and Rule 6.42 in CVLs). In addition to out of pocket expenditure, the appointed IP will also recover shared or allocated costs. These may be referred to as category 2 disbursements. Where applicable, such category 2 type disbursements are calculated as follows: -

Expense Type	Basis of Charge
For all official stationery, printing postage and telephone charges, including notices to creditors and contributories in respect of the first meetings of creditors and contributories:	(i) for a number of creditors and Contributories not exceeding 25, £175 (ii) for every additional 10 creditors and contributories or part thereof, £40
Where any other meetings of creditors or contributories are held, for summoning and holding the meetings and for statutory circulars:	(iii) for a number of creditors and Contributories not exceeding 25, £155 (iv) for every additional 10 creditors and contributories or part thereof, £20

All other expenses and disbursements are recovered as follows:

Expense Type	Basis of Charge
Room Hire (for each statutory meeting of creditors)	£175.00 per meeting
Mileage	35-95p per mile
Company search costs	£45 per search
Storage of company books and records	£2.50 per box per quarter*

* Where funds permit, a charge for storage of boxes for 12 months after closure of the case is made to cover storage costs until such time as destruction of the records is permitted. Minimum charge of £200 to cover administration.
Should any creditor require further clarification in respect of fees or expenses, then please contact the appointed IP or case manager as identified in the correspondence concerning the case in question.

INFORMATION

Within 21 days of receipt of this progress report a creditor may request that I provide further information about the remuneration and expenses set out in the report. A request must be in writing, and may be made by a secured creditor, or an unsecured creditor with the concurrence of at least 5% in value of the creditors (including that creditor) or the permission of the court. You also have a right to challenge my remuneration and expenses.
I am obligated to provide the requested information within 14 days, unless I consider that the time or cost involved in preparing the information would be excessive, or disclosure would be prejudicial to the conduct of the proceedings or might be expected to lead to violence against any person, or I am subject to an obligation of confidentiality in relation to the information requested, in which case I must give the reasons for not providing the information.
Any creditor may apply to the court within 21 days of my refusal to provide the requested information, or the expiry of the 14 days time limit for the provision of the information. As an insolvency practitioner I am bound by the Insolvency Code of Ethics when carrying out all professional work relating to an insolvency appointment.

Fees

The fees of the Trustee/Liquidator/Supervisor/Administrator (appointed IP) are fixed by reference to time properly spent by the appointed IP and his staff in attending to all matters arising in the Bankruptcy/Liquidation/Voluntary Arrangement/Administration (case) unless otherwise agreed with the creditors. The appointed IP and his staff charge time to all insolvency cases in units of 6 minutes. The Trustee/Liquidator/Supervisor/Administrator reserves the right to charge interest at a rate of 2% above bank base rate on unrecovered work in progress.

The charge-out rates for the various categories of staff are as follows:-

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Appointed Partner (Trustee, Supervisor, Liquidator, Administrator, Administrative Receiver)	480
Partner/Senior Manager	350
Manager	250
Case Administrator	200
Support staff (only to be chargeable for periods of 1 hour or more)	110
Junior	50

Standard Activity	Examples of Work
Statutory Compliance, administration & planning	Statutory reporting and compliance, compliance with other regulatory requirements case planning, administrative set up, appointment notification, maintenance of records, SIP 2 review, CDDA reports, Investigating antecedent transactions
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A guide to fees is available on request or at: www.icaew.com/en/technical/insolvency/creditors-guides - Updated 1 January 2020

THE INSOLVENCY ACT 1986

ISLE OF WIGHT CARE LIMITED

COMPANY VOLUNTARY ARRANGEMENT


BIRMINGHAM DISTRICT REGISTRY NO. 3573 OF 2014

NOTICE OF TERMINATION

The voluntary arrangement took effect on 2 September 2014 and I hereby confirm that following the Certificate of Non-Compliance issued on 5 August 2019, the distribution of funds has been completed and therefore the voluntary arrangement will cease to have effect.

I will vacate office as Supervisor of the voluntary arrangement upon delivery of this notice and my final report to Companies House and the Court.

Signed



Andrew Fender

Date

14/2/2020