

The Insolvency Act 1986

**Notice of move from  
administration to dissolution****2.35B**

Name of Company

Energy Reports &amp; Surveys Limited

Company number

03140786

In the High Court of Justice  
Chancery Division  
Manchester District Registry

Court case number

83 of 2011

(a) Insert full  
name(s) and  
address(es) of  
administrator(s)

We

(a) Graham Michael Wild  
Zolfo Cooper  
Toronto Square  
Toronto Street  
Leeds  
LS1 2HJSimon Wilson  
Zolfo Cooper  
The Zenith Building  
26 Spring Gardens  
Manchester  
M2 1ABStuart Charles Edward Mackellar  
PO Box 4571  
2nd Floor  
Palm Grove House  
Tortola  
VG1110(b) Insert name and  
address of the  
registered office of  
companyhaving been appointed administrator(s) of (b) Energy Reports & Surveys Limited, The Zenith Building,  
26 Spring Gardens, Manchester, M2 1AB(c) Insert date of  
appointment

on (c) 18 January 2011


(d) insert name of  
applicant/  
appointer

by (d) Directors

hereby give notice that the provisions of paragraph 84(1) of Schedule B1 to the Insolvency Act 1986  
apply

We attach a copy of the final progress report

Signed

  
Joint Administrator

Dated

14.12.11

**Contact Details:**You do not have to give any contact  
information in the box opposite but if  
you do, it will help Companies House to  
contact you if there is a query on the  
formThe contact information that you give  
will be visible to searchers of the  
public recordJessica Geddes  
Zolfo Cooper  
The Zenith Building  
26 Spring Gardens  
Manchester  
M2 1AB

Tel Number +44 (0) 161 838 4500

When you have completed and signed this form, please send it to the  
Registrar of Companies at -  
Companies House, Crown Way, Cardiff CF14 3UZ DX 33050 Cardiff

\*A00D3J3C\*

A20

17/12/2011

#262

COMPANIES HOUSE

SATURDAY

DATED 16 June 2011

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POWER OF ATTORNEY

by

GRAHAM WILD

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**Z<sup>CO</sup>** ZOLFO COOPER  
10 Fleet Place  
London  
EC4M 7RB

This power of attorney is made on 16 JUNE 2011 by GRAHAM WILD of TORONTO SQUARE, TORONTO STREET, LEEDS, LS1 2HT (Principal)

## **1 APPOINTMENT AND POWERS**

The Principal appoints the persons whose names and addresses are set out in Schedule 1 to this power of attorney (Attorneys and each an Attorney) and in the Principal's name and in his/her professional capacity as an insolvency practitioner, including (but not limited to) any appointment as administrator, receiver, administrative receiver, liquidator, nominee or supervisor of a company voluntary arrangement or individual voluntary arrangement or trustee in bankruptcy or any analogous or associated appointment or procedure in whatever jurisdiction:

- 1.1 to sign, execute, deliver and/or issue all agreements, documents, certificates and instruments (all whether as a deed or not) which any Attorney in his or her absolute discretion considers desirable in connection with the Principal's appointment as one of the joint [administrators][liquidators][trustees in bankruptcy] (the Stated Purpose).
- 1.2 to take any steps or do any thing which any Attorney in his or her absolute discretion considers desirable in connection with the Stated Purpose.

## **2 POWER BY WAY OF SECURITY**

This power of attorney shall be irrevocable save with the consent of the Attorneys but shall expire on 31 JULY 2012.

## **3 RATIFICATION**

The Principal undertakes to ratify and confirm whatever any Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney.

## **4 VALIDITY**

The Principal declares that a person who deals with any of the Attorneys in good faith may accept a written statement signed by the relevant Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

## **5 INDEMNITY**

The Principal undertakes to indemnify each of the Attorneys fully against all claims, losses, costs, expenses, damages or liability which any of them sustains or incurs as a result of any action taken by any of them in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).

## **6 GOVERNING LAW AND JURISDICTION**

This power of attorney (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this power of attorney, its subject matter or its formation, (including non-contractual disputes or claims)) shall be governed by and construed in accordance with the law of England and Wales. The Principal irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this power of attorney or its subject matter or formation (including non-contractual disputes or claims).

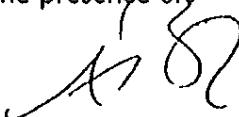
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**SCHEDULE 1**  
**ATTORNEYS**

Name	Address
CHARLES PETER HOLDER	10 FLEET PLACE, LONDON, EC4M 7RB
ANNE CLARE O'KEEFE	THE ZENITH BUILDING, 26 SPRING GARDENS, MANCHESTER, M2 1AB
SIMON WILSON	THE ZENITH BUILDING, 26 SPRING GARDENS, MANCHESTER, M2 1AB

Signed as a deed by [PRINCIPAL]  
in the presence of:

  
.....

  
.....

Witness

Name: *AWBRIDGLEY*

Address: *10 Fleet Place*  
*LONDON*

Occupation: *Chartered Accountant*

# Joint Administrators' Final Progress Report for the period 18 July 2011 to 30 November 2011

Energy Reports & Surveys Limited  
In Administration

14 December 2011

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[www.zolfocooper.com](http://www.zolfocooper.com)



## **1 Statutory information**

- 1.1 I was appointed Joint Administrator of Energy Reports & Surveys Limited (the Company) together with Stuart Mackellar and Simon Wilson on 18 January 2011. The application for the appointment of an Administrator was made by the directors of the Company.
- 1.2 This Administration is being handled by Zolfo Cooper's Manchester office, situated at The Zenith Building, 26 Spring Gardens, Manchester M2 1AB.
- 1.3 The Administration is registered in the High Court of Justice, Chancery Division, Manchester District Registry, under reference number 83 of 2011.
- 1.4 The trading address and registered office of the Company was LMS House, Lloyd Drive, Cheshire Oaks Business Park, Ellesmere Port, Cheshire CH65 9HQ. The business traded under the name ERS.
- 1.5 The registered office of the Company has been changed to The Zenith Building, 26 Spring Gardens, Manchester M2 1AB and its registered number is 03140786.
- 1.6 In accordance with Paragraph 100(2) of Schedule B1 of the Insolvency Act 1986, all functions of the Joint Administrators are to be exercised by any or all of the Joint Administrators.

## **2 Joint Administrators' proposals**

- 2.1 As advised in the proposals previously sent to creditors, the Joint Administrators must perform their functions with the purpose of achieving one of the following objectives:
  - rescuing the Company as a going concern; or
  - achieving a better result for the Company's creditors as a whole than would be likely if the Company were wound up (without first being in Administration); or
  - realising property in order to make a distribution to one or more secured or preferential creditors.
- 2.2 The Joint Administrators chose to pursue the second objective of achieving a better result for the Company's creditors as a whole than would be likely if the Company were wound up (without first being in Administration).
- 2.3 This was achieved through the disposal of the Company's business and assets, full details of which have been reported previously.

## **3 Progress of the Administration**

- 3.1 Attached at Appendix A is the Joint Administrators' Receipts and Payments Account for the period 18 July 2011 to 30 November 2011, together with Cumulative Account for the period 18 January 2011 to 30 November 2011.
- 3.2 Please note that this report should be read in conjunction with the previous reports.

## Sale of business

- 3.3 As detailed in previous reports, the former management of the Company created a new entity named Enval Solutions (formerly Brabco 1020 Limited) (the Purchaser) and the Company's assets were sold to the Purchaser on the date of the Joint Administrators' appointment.
- 3.4 The total consideration paid to the Company for its assets was £15,000, as detailed below.

Asset	Consideration paid £
Plant and machinery	1
Goodwill	1
Intellectual property	1
Company software	1
Book debts	14,994
The benefit of the burden of the customer contracts	1
Stock and work in progress	1

- 3.5 Full disclosure in accordance with Statement of Insolvency Practice 13 was provided in the Joint Administrators' Progress Report dated 4 August 2011.

## 4 Joint Administrators' remuneration

- 4.1 The Joint Administrators' time costs for the period 18 July 2011 to 30 November 2011 are £5,433. This represents 28 hours at an average rate of £193 per hour. Attached at Appendix B is the Time Analysis for the period which provides details of the activity costs incurred by staff grade. Approval of the Joint Administrators' remuneration has been sought in accordance with Rule 2.106 of the Insolvency Rules 1986 as amended.
- 4.2 Below is a brief description of the work performed under each heading at Appendix B:
- **Administration and planning** - This relates to time spent on formulating the strategy of the Administration. It also covers the statutory duties of the Joint Administrators, as detailed in previous progress reports.
  - **Creditors** - This relates to work incurred in relation to ongoing correspondence with creditors, including telephone calls. It also relates to the time spent preparing statutory reports to creditors.
- 4.3 Also attached at Appendix C is the Cumulative Time Analysis for the period 18 January 2011 to 30 November 2011 which provides details of the activity costs incurred by staff grade since the Joint Administrators' appointment.
- 4.4 To date, £9,850 plus disbursements of £1,647 have been drawn on the account by the Joint Administrators and no further fees will be drawn.
- 4.5 The Joint Administrators can confirm that a category 2 disbursement of photocopying charged at 10 pence per sheet has been taken.

- 4.6 Attached at Appendix D is additional information in relation to our policy on staffing, the use of sub-contractors, disbursements and details of our current charge-out rates by staff grade.

## **5 Unrealised assets**

- 5.1 The Joint Administrators confirm that all assets have now been realised and the Receipts and Payments Account at Appendix A reflects the final position on both realisations achieved and payments discharged during the course of the Administration.

## **6 Outcome for creditors**

### **Secured creditor - Barclays Bank Plc**

- 6.1 The Company granted a guarantee and debenture to Barclays Bank Plc (the Bank) on 19 November 2004 and a debenture on 9 January 2006 in respect of shares, goodwill, book debts, uncalled capital, buildings, fixtures and plant and machinery.
- 6.2 At the date of the Joint Administrators' appointment, the Bank was owed £8.4 million under its security. The Joint Administrators can confirm that the Bank has suffered a significant shortfall in its lending.

### **Preferential creditors**

- 6.3 The Company did not have any employees and accordingly no preferential claims have arisen.

### **Unsecured creditors**

- 6.4 Pursuant to Section 176A of the Insolvency Act 1986, where there is a floating charge which post dates 15 September 2003, the Joint Administrators are required to create a fund from the Company's net property available for the benefit of unsecured creditors (Unsecured Creditors' Fund).
- 6.5 As the Company granted a floating charge to the Bank after 15 September 2003, the Joint Administrators are required to create an Unsecured Creditors' Fund. However, the Company's has no property to enable a distribution to unsecured creditors.

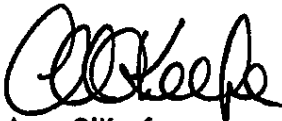
## **7 Ending the Administration**

- 7.1 Following registration of the statutory form to move the Company from Administration to dissolution, the Joint Administrators will no longer be in office, the Company will be struck off the Register of Companies and dissolved.
- 7.2 The Joint Administrators will be discharged from liability under Paragraph 98 of Schedule B1 to the Insolvency Act 1986 immediately upon their appointment as Joint Administrators ceasing to have effect.

## **8 Creditors' rights**

- 8.1** Within 21 days of receipt of the report, a secured creditor, or an unsecured creditor (with the concurrence of at least 5% of the value of the unsecured creditors) may request in writing that the Joint Administrators provide further information about their remuneration or expenses (other than pre-administration costs) which have been itemised in this final report.
- 8.2** Any secured creditor, or an unsecured creditor (with the concurrence of at least 10% of the value of unsecured creditors) may within eight weeks of receipt of this progress report make an application to court on the grounds that the basis fixed for the Joint Administrators' remuneration, the remuneration or the expenses incurred by the Joint Administrators as set out in this progress report are excessive.

For and on behalf of  
Energy Reports & Surveys Limited



Anne O'Keefe  
For Graham Wild  
Joint Administrator

Encs

Receipts and Payments Account for the period  
18 July 2011 to 30 November 2011 and a  
Cumulative Account for the period  
18 January 2011 to 30 November 2011

## Appendix A

Statement of Affairs	18/07/2011 - 30/11/2011	18/01/2011 - 30/11/2011
£	£	£
	<b>Fixed charge assets</b>	
	<b>Receipts</b>	
1	Goodwill	1
	<u>-</u>	<u>1</u>
	<u>-</u>	<u>1</u>
	<b>Payments</b>	
	Joint Administrators' fees	1
	<u>-</u>	<u>1</u>
	<u>-</u>	<u>(1)</u>
	<b>Floating charge assets</b>	
	<b>Receipts</b>	
1	Plant and machinery	1
3	Computer software, IP and contracts	3
1	Stock and WIP	1
14,994	Book debts	14,994
	Bank interest	11
	<u>2</u>	<u>11</u>
	<u>2</u>	<u>15,010</u>
	<b>Payments</b>	
	Joint Administrators' fees	9,850
	Sundry costs	5
	Specific bond	20
	Statutory advertising	76
	Postage	601
	Photocopying	897
	Bank charges	13
	Legal fees	3,500
	Storage costs	48
	<u>(12,497)</u>	<u>(15,010)</u>
	<b>Balance</b>	<b>-</b>

**Time Analysis for the period from 18 July 2011 to  
30 November 2011**
**Appendix B**

	Employee grade (hours)				Total hours	£	
	Partner/ director	Senior associate	Associate/ analyst	Junior analyst/ support		Total cost	Average rate per hour
<b>Administration and planning</b>							
Accounting and treasury	0.9	1.4	0.0	4.9	7.2	1,270.00	176
Case administration	0.0	0.1	0.5	0.7	1.3	227.00	175
Internal documentation	0.0	0.0	0.2	0.4	0.6	90.00	150
Statutory duties	0.0	0.1	1.8	0.5	2.4	507.00	211
Strategy	0.0	0.2	0.5	0.0	0.7	178.00	254
<b>Creditors</b>							
Reporting to creditors	0.2	3.4	5.1	5.7	14.4	2,988.50	208
Unsecured creditors	0.0	0.0	0.0	1.5	1.5	172.50	115
<b>Totals</b>	<b>1.1</b>	<b>5.2</b>	<b>8.1</b>	<b>13.7</b>	<b>28.1</b>	<b>5,433.00</b>	<b>193</b>

**Cumulative Time Analysis for the period  
18 January 2011 to 30 November 2011**

**Appendix C**

	Employee grade (hours)				Total hours	£	
	Partner/ director	Senior associate	Associate/ analyst	Junior analyst/ support		Total cost	Average rate per hour
<b>Administration and planning</b>							
Accounting and treasury	0.9	2.0	5.0	11.2	19.1	2,561.50	134
Case administration	0.0	1.9	3.4	1.7	7.0	1,004.00	143
Internal documentation	0.0	0.0	0.2	0.4	0.6	90.00	150
Statutory duties	0.2	0.2	4.3	1.2	5.9	966.50	164
Strategy	1.6	1.7	2.7	0.2	6.2	1,242.00	200
<b>Investigations</b>							
Directors' conduct reports	0.3	0.5	4.0	0.0	4.8	616.00	128
<b>Creditors</b>							
Reporting to creditors	1.9	7.9	11.1	5.7	26.6	5,302.21	199
Unsecured creditors	0.0	0.1	0.7	2.4	3.2	360.50	113
<b>Totals</b>	<b>4.9</b>	<b>14.3</b>	<b>31.4</b>	<b>22.8</b>	<b>73.4</b>	<b>12,142.71</b>	<b>165</b>

## Additional information in relation to the Joint Administrators' remuneration pursuant to Statement of Insolvency Practice 9

## Appendix D

### 1 Policy

Detailed below is Zolfo Cooper's policy in relation to:

- staff allocation and the use of sub-contractors;
- professional advisors; and
- disbursements.

#### 1.1 Staff Allocation and the use of sub-contractors

The Joint Administrators' general approach to resourcing their 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 senior associate, an associate and an analyst. 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. On larger, more complex cases, several staff at all grades may be allocated to meet the demands of the case. The Joint Administrators' charge out rate schedule below provides details of all grades of staff and their experience level.

With regard to support staff, the Joint Administrators would advise that time spent by treasury in relation to specific tasks on an assignment is charged. The Joint Administrators only seek to charge and recover secretarial time if a large block of time is incurred, eg report compilation and distribution.

The Joint Administrators have not utilised the services of any sub-contractors in this case.

#### 1.2 Professional advisors

On this assignment the Joint Administrators have used the professional advisors listed below. The Joint Administrators have also indicated alongside the basis of their fee arrangement with them, which is subject to review on a regular basis.

Name of professional advisor	Basis of fee arrangement
Pinsent Masons LLP (legal advice)	Hourly rate and disbursements

The Joint Administrators' choice was based on their perception of the professional advisors experience and ability to perform this type of work, the complexity and nature of the assignment and the basis of their fee arrangement with them.



### 1.3 Disbursements

Category 1 disbursements do not require approval by creditors. The type of disbursements that may be charged as a Category 1 disbursement 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 the Joint Administrators and their staff.

Category 2 disbursements do require prior approval by creditors before they are paid. If they are incurred, they will be drawn in accordance with the Joint Administrators' Proposals. A Category 2 disbursement that may be incurred is photocopying charged at the rate of 10 pence per sheet for notifications and reports to creditors and other copying.

## 2 Charge-out rates

A schedule of Zolfo Cooper charge-out rates for this assignment effective from 1 January 2011 is detailed below.

Description	£
<b>Partner/director:</b>	
Partner 1*	445
Partner 2*	395
Director	340
<b>Senior associate.</b>	
Senior associate 1*	315
Senior associate 2*	265
<b>Associate/analyst:</b>	
Associate	230
Analyst*	220
<b>Junior analyst and support staff:</b>	
Junior analyst*	115
Senior treasury associate	155
Treasury associate	105
Treasury analyst	80
Support	75
<b>*Key</b>	
<i>Partner 1 - partners with three or more years' experience at partner level</i>	
<i>Partner 2 - partners with less than three years' experience at partner level</i>	
<i>Senior Associate 1 - staff with two or more years' experience at senior associate level</i>	
<i>Senior Associate 2 - staff with less than two years' experience at senior associate level</i>	
<i>Analyst - staff with more than one year's experience at analyst level</i>	
<i>Junior analyst - first year analysts</i>	