In accordance with Rule 2.41 of the Insolvency (England & Wales) Rules 2016

CVA3

Notice of supervisor's progress report in voluntary arrangement



THURSDAY



A20 15/06/2017 COMPANIES HOUSE #246

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2	Sup	eı	vis	or's	s na	me				
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CVA3
Notice of supervisor's progress report in voluntary arrangement

6	Date of voluntary arrangement
Date	d2 d3 m m m
7	Period of progress report
Date from	2 3 0 1 6
Date to	
8	Progress report
	☑ I attach a copy of the progress report
9	Sign and date
Supervisor's signature	X X
Signature date	1 3 0 6 2 0 1 7

CVA3

Notice of supervisor's progress report in voluntary arrangement

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	Ashleigh William Fletcher
Company name	Begbies Traynor (SY) LLP
Address	Kendal House
	41 Scotland Street
Post town	Sheffield
County/Region	
Postcode	S 3 7 B S
Country	
DX	
Telephone	0114 2755033

✓ 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

Voluntary Arrangement of Capital Construction & Groundworks Limited Joint Supervisors' Summary of Receipts & Payments

Statement of Affairs £		From 23/04/2016 To 22/04/2017 £	From 23/04/2015 To 22/04/2017 £
ASSET	Γ REALISATIONS		
Volur	ntary Contributions	82,900.00	175,200.00
Bank	Interest Gross	36.62	55.76
		82,936.62	175,255.76
COST	OF REALISATIONS		
Profe	essional Fees	NIL	4,500.00
Nomi	inees Fee	NIL	7,500.00
Supe	rvisors Fees	5,600.00	19,430.00
Disbu	ursements	18.55	118.09
Acco	untants Fees	NIL	2,500.00
Statu	tory Advertising	70.00	70.00
		(5,688.55)	(34,118.09)
		77,248.07	141,137.67
REPRI	ESENTED BY		
VAT	Receivable		674.85
Bank	Balance	,	140,462.82
			141,137.67
		A	shleigh William Fletche Joint Superviso

No 295 of 2015

Ashleigh William Fletcher and Gareth David Rusling appointed joint supervisors on 23 April 2015.

Capital Construction & Groundworks Limited (Company Voluntary Arrangement)

Joint Supervisors' Annual Progress Report

Period: 23 April 2016 to 22 April 2017

Important Notice

This progress report has been produced by the supervisors solely to comply with their statutory duty to report to creditors on the progress of the Voluntary Arrangement. The report is private and confidential and may not be relied upon, referred to, reproduced or quoted from, in whole or in part, by creditors for any purpose other than this report to them or by any other person for any purpose whatsoever.

Contents

- □ Interpretation
- □ Relevant information
- Introduction
- □ Abstract of receipts and payments
- Progress during the period of this report
- Prospects for full implementation of the Arrangement
- Estimated outcome for creditors
- □ Supervisors' remuneration & disbursements
- □ Assets that remain to be realised and work that remains to be done
- Other relevant information
- □ Conclusion
- □ Appendices
 - 1. Joint supervisors' account of receipts and payments
 - 2. Joint supervisors' time costs and expenses

1. INTERPRETATION

Expression	Meaning
"the Company"	Capital Construction & Groundworks Limited (Under a Voluntary Arrangement)
"the Supervisors" "we" "us" "our" etc	Ashleigh William Fletcher of Begbies Traynor (Central) LLP, Kendal House, 41 Scotland Street, Sheffield, S3 7BS, Sheffield.North@Begbies-Traynor.com and Gareth David Rusling of Begbies Traynor (Central) LLP, Kendal House, 41 Scotland Street, Sheffield, S3 7BS
"the Arrangement"	The terms of the Proposal, Standard Conditions and any modifications (and/or variations) agreed by the Company's creditors
"the Act"	The Insolvency Act 1986 (as amended)
"the Rules"	The Insolvency (England and Wales) Rules 2016 (as amended)
"secured creditor" and "unsecured creditor"	Secured creditor, in relation to a company, means a creditor of the company who holds in respect of his debt a security over property of the company, and "unsecured creditor" is to be read accordingly (Section 248(1)(a) of the Act)
"security"	(i) In relation to England and Wales, any mortgage, charge, lien or other security (Section 248(1)(b)(i) of the Act); and
	 In relation to Scotland, any security (whether heritable or moveable), any floating charge and any right of lien or preference and any right of retention (other than a right of compensation or set off) (Section 248(1)(b)(ii) of the Act)

2. RELEVANT INFORMATION

Name of Company	Capital Construction & Groundworks Limited
Trading name(s):	-
Date of Incorporation: Company registered number:	04518928
Company registered office:	Copia House Great Cliffe Court, Great Cliffe Road, Barnsley, South Yorkshire, S75 3SP
Commencement date of the Arrangement	23 April 2015
Duration of the Arrangement	60 Months
Main provisions of the Arrangement	Monthly contributions of £6,600 for a period of 60 months, resulting in an estimated return to unsecured creditors of 40p in the £

The terms of the CVA were modified by creditors to state that

monthly contributions of £7,300 were required for the duration of the CVA term.

In addition the terms of the CVA were modified to state that the overdrawn directors' loan account of £34,583 was to be repaid directly into the CVA estate rather than to the company.

Variations to the Arrangement since

approval

There have been no variations to the original (modified)

proposals

Dividend(s) paid to creditors

No dividends paid to date

Anticipated dividend

It is anticipated that the estimated return of 40p in the £. will be exceeded. Although the exact calculation of the total return to unsecured creditors will depend on the final realisations, claims and costs of the CVA, the current estimated return is in excess of 40p in the £.

3. INTRODUCTION

- 3.1 The Rules require that we send the Company, its creditors (bound by the Arrangement) and its members details of all receipts and payments of money that we have received or paid whilst we have been acting as Supervisors of the Arrangement.
- In addition to accounting for the receipts and payments, we are required to report each year on the progress of the Arrangement and the prospects for its full implementation.
- 3.3 This is our second annual report, which should be read in conjunction with the first annual report circulated on 22 June 2016.

4. ABSTRACT OF RECEIPTS AND PAYMENTS

Please find at Appendix 1 an abstract which shows the receipts and payments during the period of this report as well as cumulative figures showing the receipts and payments since the date of our appointment.

PROGRESS DURING THE PERIOD OF THIS REPORT

- 5.1 You will recall that the terms of the Arrangement as modified provided for the following:
- 5.1.1 Monthly contributions of £6,600 for a period of 60 months, resulting in an estimated return to unsecured creditors of 40p in the £. The terms of the CVA were modified by creditors to state that monthly contributions of £7,300 were required for the duration of the CVA term.
- 5.1.2 In addition the terms of the CVA were modified to state that the overdrawn directors' loan account of £34,583 was to be repaid directly into the CVA estate rather than to the company.
- 5.2 What work has been done in the past year, why was that work necessary and what has been the financial benefit (if any) to creditors?

Under the following headings we have explained the specific work that has been undertaken on this case. Not every piece of work has been described, but we have sought to give a proportionate overview which provides sufficient detail to allow creditors to understand what has been done, why it was necessary and what financial benefit (if any) the work has provided to creditors.

The costs incurred in relation to each heading are set out in the Time Costs Analysis which is attached at Appendix 2. There is an analysis for the past year and also an analysis of time spent on the case since the date of our appointment. The details below relate to the work undertaken in the past year only. Our previous report contains details of the work undertaken since our appointment.

General case administration and planning

I am required to maintain records to demonstrate how the CVA is administered and to document the reasons for any decisions that materially affect the case.

Case planning included corresponding with the company in relation to the CVA, including correspondence relating to the contributions and creditors.

Effective case management and planning benefits the creditors as it ensures that the CVA is progressed in a strategic manner. Extracting and maintaining relevant information enables me to perform my duties correctly and efficient planning will ensure all assets are realised for the benefit of the creditors.

Compliance with the Insolvency Act, Rules and best practice

I am required to report annually to creditors on the progress made in the bankruptcy during the previous 12 month period.

I am also required to carry out regular reviews and up-date my case strategy to ensure that all matters are progressed satisfactorily. I am also required to review the level of my bond to ensure that it is in line with the value of the debtor's assets.

I maintain a bank account which requires reconciling on a regular basis.

Whilst there is no direct financial benefit to creditors in my undertaking these duties, creditors will benefit from the information they will receive as a result. The aim of these statutory and best practice requirements is to ensure that creditors are kept informed of the bankruptcy proceedings and are able to effectively participate in proceedings should they wish to do so.

Realisation of assets

In relation to the monthly contributions I can confirm that these payments are up to date.

No contributions have been made into the CVA estate to date in relation to the repayment of the overdrawn directors' loan account, but the director is aware of this requirement and intends to comply with this condition during the currency of the CVA.

Dealing with all creditors' claims (including employees), correspondence and distributions

Standard Conditions require creditors' claims to be adjudicated before a distribution can be made. I have been dealing with and agreeing creditor claims and also providing updates to the CVA creditors.

Other matters which includes meetings, tax, litigation, pensions and travel

Matter under this category include monitoring of ongoing tax affairs.

6. PROSPECTS FOR FULL IMPLEMENTATION OF THE ARRANGEMENT

We are pleased to be able to confirm that as indicated in our first annual progress report the Company appears to be on target to complete the Arrangement in accordance with the terms approved by creditors. As detailed above, we have continued to collect contributions from the Company at the agreed rate and we have no reason to believe that this will not continue. We have reviewed the Company's accounts which confirm that the Company is performing as expected and so, at this stage, we expect the Arrangement to complete as envisaged by the Proposal and modifications.

ESTIMATED OUTCOME FOR CREDITORS

- 7.1 The total amount owed to creditors at the commencement of the Arrangement was £874,368.
- 7.2 The Supervisors have become aware of higher claims than originally anticipated and although final claims are yet to be agreed they are estimated to be in the region of £937,012.
- 7.3 On the basis of sums received to date and estimated future receipts the Supervisors estimate an outcome for creditors in total of 44.5p in the £. They expect to be in a position to pay a first dividend of 10-15p shortly.

8. JOINT SUPERVISORS' REMUNERATION & DISBURSEMENTS

The Supervisors' remuneration has been fixed by reference to the time properly given by them (as Supervisors) and the various grades of their staff calculated at the prevailing hourly charge out rates of Begbies Traynor (SY) LLP for attending to matters arising in the Arrangement and they are authorised to draw disbursements, including disbursements for services provided by their firm (defined as category 2 disbursements in Statement of Insolvency Practice 9); in accordance with their firm's policy, details of which are attached at Appendix 2 of this report.

The following further information in relation to the Supervisors' time costs and disbursements is set out at Appendix 2:

- □ Begbies Traynor (SY) LLP's policy for re-charging disbursements
 □ Begbies Traynor (SY) LLP's charge-out rates
- □ Narrative summary of time costs incurred
- □ Table of time spent and charge-out value for the period 23 April 2015 to 22 April 2016

For the period from 23 April 2015 to 22 April 2016 the Supervisors have drawn the sum of £13,830 plus VAT by way of remuneration plus disbursements of £99.54 plus VAT. Based on this level of time costs it is anticipated that the original estimate of total Supervisors time costs will be exceeded.

8.1 Details of the Category 2 disbursements that have been drawn during the period of this report in accordance with the approval obtained in the total sum of £99.54 plus VAT are provided below.

Other amounts paid or payable to any party in which the office holder or his

firm or any associate has an ir	nterest
Type and purpose	Amount £
Mileage	83.22
Postage	16.32
TOTAL	99.54

A copy of 'Voluntary Arrangements - A Creditors' Guide to Insolvency Practitioners' Fees (E&W) 2011' which provides guidance on creditors' rights can be obtained online at www.begbiestraynor.com/creditorsguides Alternatively, if you require a hard copy of the Guide, please contact my office and I will arrange to send you a copy.

9. ASSETS THAT REMAIN TO BE REALISED AND WORK THAT REMAINS TO BE DONE

What work remains to be done, why is this necessary and what financial benefit (if any) will it provide to creditors?

General case administration and planning

General administration

Compliance with the Insolvency Act, Rules and best practice

The Insolvency Act and Rules require IPs to (1) produce progress reports (2) produce a final report (3) file information with the Registrar of Companies (4) ensure that the case is adequately bonded.

Realisation of assets

Ongoing monitoring of monthly contributions and director loan repayments.

Dealing with all creditors' claims (including employees), correspondence and distributions

Any issues that may arise in relation to the creditor claims, plus agreeing final claims and distributing funds.

How much will this further work cost?

I would anticipate that time costs will be between £1,000 - £3,000 plus VAT to the completion of the IVA. You will note that these costs will not be recovered in full due to the limit on fees imposed by creditors.

Expenses

Details of the expenses that we expect to incur in connection with the work that remains to be done referred to above are likely to be legal fees in relation to the sale process.

10. OTHER RELEVANT INFORMATION

Not applicable

11. CONCLUSION

The Supervisors will report again in approximately 1 year's time or at the conclusion of their administration of the Arrangement, whichever is the sooner.

Ashleigh William Fletcher Joint Supervisor

Dated: 12 June 2017

JOINT SUPERVISORS' ACCOUNT OF RECEIPTS AND PAYMENTS

Period: 23 April 2016 to 22 April 2017, plus a cumulative Receipts &

Payments account

Capital Construction & Groundworks Limited (Under a Voluntary Arrangement)

JOINT SUPERVISORS' RECEIPTS AND PAYMENTS ACCOUNT

	tatement of affairs £	From 23/04/2016 To 22/04/2017 £	From 23/04/2015 To 22/04/2017 £
RECEIPTS			
Voluntary Contributions		82,900.00	175,200.00
Bank Interest Gross		36.62	55.76
	-	82,936.62	175,255.76
PAYMENTS			
Professional Fees		0.00	4,500.00
Nominees Fee		0.00	7,500.00
Supervisors Fees		5,600.00	19,430.00
Disbursements		18.55	118.09
Accountants Fees		0.00	2,500.00
Statutory Advertising		70.00	70.00
	<u>-</u>	5,688.55	34,118.09
Net Receipts/(Payments)	=	77,248.07	141,137.67
MADE UP AS FOLLOWS			
Bank Balance		77,439.22	140,462.82
VAT Receivable / (Payable)		(191.15)	674.85
	-	77,248.07	141,137.67

JOINT SUPERVISORS' TIME COSTS AND EXPENSES

- a. Begbies Traynor (Central) LLP's charging policy;
- b. Time Costs Analysis for the period from 23/04/2016 to 22/04/2017;and
- c. Cumulative Time Costs Analysis for the period from 23 April 2015 to 22 April 2017

BEGBIES TRAYNOR CHARGING POLICY

INTRODUCTION

This note applies where a licensed insolvency practitioner in the firm is acting as an office holder of an insolvent estate and seeks creditor approval to draw remuneration on the basis of the time properly spent in dealing with the case. It also applies where further information is to be provided to creditors regarding the office holder's fees following the passing of a resolution for the office holder to be remunerated on a time cost basis. Best practice guidance¹ requires that such information should be disclosed to those who are responsible for approving remuneration.

In addition, this note applies where creditor approval is sought to make a separate charge by way of expenses or disbursements to recover the cost of facilities provided by the firm. Best practice guidance² indicates that such charges should be disclosed to those who are responsible for approving the office holder's remuneration, together with an explanation of how those charges are calculated.

OFFICE HOLDER'S FEES IN RESPECT OF THE ADMINISTRATION OF INSOLVENT ESTATES

The office holder has overall responsibility for the administration of the estate. He/she will delegate tasks to members of staff. Such delegation assists the office holder as it allows him/her to deal with the more complex aspects of the case and ensures that work is being carried out at the appropriate level. There are various levels of staff that are employed by the office holder and these appear below.

The firm operates a time recording system which allows staff working on the case along with the office holder to allocate their time to the case. The time is recorded at the individual's hourly rate in force at that time which is detailed below.

EXPENSES INCURRED BY OFFICE HOLDERS IN RESPECT OF THE ADMINISTRATION OF INSOLVENT ESTATES

Best practice guidance classifies expenses into two broad categories:

- Category 1 disbursements (approval not required) specific expenditure that is directly related to the case and referable to an independent external supplier's invoice. All such items are charged to the case as they are incurred.
- Category 2 disbursements (approval required) items of expenditure that are directly related to the case which include an element of shared or allocated cost and are based on a reasonable method of calculation, but which are not payable to an independent third party.
- (A) The following items of expenditure are charged to the case (subject to approval):
 - The recharge for Company searches and electronic identification procedures for all new clients depends on the documentation requested;
 - Car mileage is charged at the appropriate rate published by the "AA" for the type of vehicle and engine size used:
 - All circulars are sent by first class post and the actual postage costs are charged as an expense of the Liquidation;
- Storage of books and records (when not chargeable as a Category 1 disbursement) is charged
 on the basis that the number of standard archive boxes held in storage for a particular case
 bears to the total of all archive boxes for all cases in respect of the period for which the storage
 charge relates;

¹ Statement of Insolvency Practice 9 (SIP 9) – Remuneration of insolvency office holders in England & Wales

² lbid 1

BEGBIES TRAYNOR CHARGE-OUT RATES

Begbies Traynor is a national firm. The rates charged by the various grades of staff that may work on a case are set nationally, but vary to suit local market conditions. The rates applying to the Sheffield office as at the date of this report are as follows:

	Charge-out rate
Grade of staff	(£ per
	hour)
Directors & Office Holders	365
Senior Managers	325
Managers	305
Senior Administrators	230
Administrators	191
Junior Administrators	80
Support	40

Prior to 1 February 2015 the following rates applied:

	Charge-out rate
Grade of staff	(£ per hour)
Insolvency Practitioner/Director	335-450
Senior Manager/Manager	230-305
Senior Administrator/Administrator	191-230
Junior Administrator/Support	40-191

Time spent by support staff such as secretarial, administrative and cashiering staff is charged directly to cases. It is not carried as an overhead.

Time is recorded in 6 minute units.

SIP9 Capital Construction & Groundworks Limi - Company Voluntary Arrangement - 91C413415 CVA : Time Costs Analysis From 23/04/2016 To 22/04/2017

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SIP9 Capital Construction & Groundworks Limi - Company Voluntary Arrangement - 91C413415 CVA : Time Costs Analysis From 23/04/2015 To 22/04/2017

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