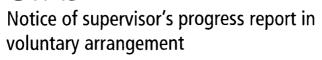
In accordance with Rule 2.41 of the Insolvency (England & Wales) Rules 2016

CVA3





	PRI I	1881811 1818	*A99HT1QP*			
		A09	17/07/2020 #347 OMPANIES HOUSE			
1	Company details		<u> </u>			
Company number	0 8 4 0 1 1 3 8		→ Filling in this form Please complete in typescript or in			
Company name in full	Dauntless Agency Ltd	-	bold black capitals.			
2	Supervisor's name					
Full forename(s)	Andrew					
Surname	Tate					
3	Supervisor's address		•			
Building name/number	Montague Place					
Street	Quayside					
Post town	Chatham Maritime	· · · · · · · · · · · · · · · · · · ·				
County/Region	Kent		•			
Postcode	M E 4 4 Q U					
Country						
4	Supervisor's name •					
Full forename(s)	James		Other supervisor Use this section to tell us about			
Surname	Hopkirk		another supervisor.			
5	Supervisor's address [®]					
Building name/number	Montague Place		⊘ Other supervisor			
Street	Quayside		Use this section to tell us about another supervisor.			
Post town	Chatham Maritime					
County/Region	Kent					
Postcode	ME4QU					
Country						

CVA3 Notice of supervisor's progress report in voluntary arrangement

6	Date of voluntary arrangement
V	
Date	°0 °6 °0 °6 °2 °0 °1 °9
7	Period of progress report
Date from	$\begin{bmatrix} 0 & 6 & 0 & 6 \\ \hline 0 & 6 & 0 & 7 \end{bmatrix}$
Date to	0 5 0 6 72 0 12 0
8	Progress report
	☑ I attach a copy of the progress report
9	Sign and date
Supervisor's signature	Signature X
Signature date	1 4 0 7 2 0 2 0

CVA3

Presenter information

Notice of supervisor's progress report in voluntary arrangement

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. Rob Sage Kreston Reeves LLP Montague Place Quayside Chatham Maritime County/Region Kent Postcode M Ε Q Country DX Telephone 01634 899800 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 Dauntless Agency Ltd Joint Supervisors' Summary of Receipts & Payments

Statement of Affairs £		From 06/06/2019 To 05/06/2020 £	From 06/06/2019 To 05/06/2020 £
	ACCET DE ALICATIONIC		
	ASSET REALISATIONS	220.41	229.41
	Bank Interest Gross	229.41	
	Contributions	219,200.00	219,200.00
		219,429.41	219,429.41
	COST OF REALISATIONS		
	Joint Supervisors' Expenses	420.00	420.00
.*	Joint Supervisors' Fees	7,036.00	7,036.00
	Nominees Fee	3,000.00	3,000.00
	Petitioners Costs	902.40	902.40
		(11,358.40)	(11,358.40)
	DEDDESCRITED DV	208,071.01	208,071.01
	REPRESENTED BY Bank 1 Current		208,071.01
		1	208,071.01
		sth 1	
		,	James Hopkirk Joint Supervisor



Danntless Agency
Ltd (In Company
Voluntary
Arrangement)

Supervisors' First Progress Report to Members and Creditors

Dated: 14 July 2020

DAUNTLESS AGENCY LTD (IN VOLUNTARY ARRANGEMENT)

COMPANY NUMBER 08401138

SUPERVISORS' REPORT TO CREDITORS

I present my annual report in respect of the above company for the twelve months to 5 June 2020.

This report will give an account of my acts and dealings and of the conduct of the CVA for the period from my appointment to 5 June 2020 and should be read in conjunction with any previous reports and correspondence.

The contents of this report are detailed as follows:

- Asset Realisations.
- 2. Creditor Claims,
- 3. Office Holders' Remuneration,
- 4. Office Holders' Expense,
- 5. Progress and Prospects for the Full Implementation of the Arrangement,
- 6. Matters Outstanding.

The enclosures provided with this report are as follows:

- 1. A receipts and payments ("R&P") account covering the period from the date of my appointment to 5 June 2020 ('the anniversary'),
- 2. A summary of my firms time costs for the period 6 June 2019 to 5 June 2020,
- 3. Details of my firm's charge out rates and disbursement policy.

1. Asset Realisations

Attached as Appendix 1 is my receipts and payments account for the 12 months ended 5 June 2020.

The balance of funds are held in an interest bearing estate bank account.

Voluntary contributions

Under the terms of the Arrangement as modified the Company was scheduled to make an initial payment of £100,000 within the first month of the Arrangement followed by 60 consecutive monthly contributions of £11,920, rising as reviews allow.

To date, all due contributions have been received in a correct and timely manner. The total received during the reporting period is £219,200, which represents the initial contribution of £100,000 followed by ten payments of £11,920 covering August 2019 to May 2020. The payment for June 2020 has been received but is not shown on the Receipts and Payments account as it was received shortly after the end of the reporting period.

A trading review was undertaken in July this year whereby it was agreed that no increase was required with regard to the level of monthly contributions as the management accounts show a decrease in net income for the last 12 months and therefore the Company is not able to increase the level of monthly contributions at this time, subject to future review.

The Company has confirmed that it has not received any windfalls in the period covered by the report.

Other Receipts

The sum of £229.41 has been received during the reporting period in respect of bank interest applied to the funds held in the estate bank account.

Routine Work

There is certain work that I am required by the insolvency legislation to undertake in connection with the liquidation that provides no financial benefit for the creditors. A description of the routine work undertaken since my appointment as Supervisor is detailed later in this report.

2. Creditor Claims

	As per Proposal Lodged to	
	£	£
Preferential creditors	0.00	0.00
Unsecured	678,241.00	794,082.12

There are 30 creditor claims outstanding with a statement of affairs balance totalling £111,627.63.

Total creditor claims have exceeded the amount disclosed in the Company's Statement of Affairs. Under the terms of the Arrangement as modified stated that where the total value of creditor's claims exceeds by 10% or more the stated value of the Statement of Affairs supplied by the Company for the purposes of the proposal this will constitute a breach of the arrangement.

To date I have not issued a Notice of Breach as HMRC's estimated claim is £129,844.68 greater than was estimated in the Statement of Affairs. Due to the material difference of HMRC's claim I am proposing to wait until I have received HMRC's final claim in this matter to review whether a breach is applicable. Once received I shall review the level of claims received and if the total of claims is more than 10% than the claims detailed in the Statement of Affairs I will write to creditors to ascertain what they wish to do in the context of the arrangement overall.

3. Office Holders' Remuneration

Under the terms of the proposal as modified my remuneration as Joint Nominee is to be calculated as a fixed fee of £8,000.

I have drawn Joint Nominees' fees of £3,000 from asset realisations, the balance of my Nominees fee was paid by the Company prior to the Company entering a CVA in the sum of £5,000.

Under the terms of the proposal as modified, my remuneration as Joint Supervisor is to be calculated on a time cost basis with the total fee being capped by creditors at £35,000 to be drawn proportionately in line with realisations.

My total time costs to 5 June 2020 amount to £10,537.50, representing 44.30 hours work at a blended charge out rate of £237.87 per hour.

A detailed schedule of my time costs incurred to date, is attached as Appendix 2.

In accordance with the fee resolution approved by creditors, given the realisations achieved in the reporting period, I have become entitled to draw remuneration of £9,450.

I have drawn £7,036 to date in respect of my Supervisors Fees.

During the course of the Arrangement I have taken the necessary steps to discharge my duties as Joint Supervisor in accordance with the terms of the Arrangement. A description of the routine work undertaken since my appointment as Joint Supervisor is as follows:

1. Administration and Planning

- Statutory notifications.
- · Preparing documentation required.
- Dealing with all routine correspondence.
- Maintaining physical case files and electronic case details on the case management system.
- Review and storage.
- Case bordereau.
- Case planning and administration.
- Preparing reports to members and creditors.
- Convening decision procedures of creditors.
- Monitoring compliance with the terms of the Arrangement

2. Cashiering

- Maintaining and managing the Supervisors' cashbook and bank account.
- Ensuring statutory lodgements and tax lodgement obligations are met.

3. Creditors

- Dealing with creditor correspondence and telephone conversations.
- Maintaining creditor information on the case management system.

4. Realisation of Assets

- Corresponding with directors and collecting payments.
- Liaising with the Directors regarding the Company's monthly contributions and trading accounts

In addition to the routine work above, I have spent additional time as follows:

I have had to liaise with HMRC regarding various submissions which were not submitted on time by the company and payments in respect of ongoing tax due that were paid late. I also had to issue two notices of breach to the Company in relation to the late filing and payments to HMRC and liaise with the Company to ensure the breaches were remedied.

This work was necessary to administer the Voluntary Arrangement. Some of the work was required by statute and regulatory guidance, but it will contribute to the payment of the agreed dividends to creditors and the conclusion of this Arrangement. I think that this shows that the fee paid to the Joint Supervisors is a fair and reasonable reflection of the work carried out.

Information about creditors' rights can be obtained by visiting the creditors' information microsite published by the Association of Business Recovery Professionals (R3) at http://www.creditorinsolvencyguide.co.uk/. A copy of 'A Creditors' Guide to Voluntary Arrangement Fees' also published by R3, together with an explanatory note which shows Kreston Reeves LLP's fee policy are available at the link https://www.krestonreeves.com/creditor-information. Please note that there are different versions of the Guidance Notes and in this case you should refer to the April 2017 version. A hard copy of both documents can be obtained on request.

4. Office Holders' Expenses

I have incurred the following expenses in the period since my appointment as Joint Supervisor.

	Estimated Expenses £	Incurred in the anniversary period £	Incurred in the entire period £	
Specific Bond	420.00	420.00	420.00	
Total	420.00	420.00	420.00	

I have drawn £420 to date.

As at 5 June 2020, I do not anticipate that the expenses I will incur in this matter will exceed the total expenses estimated in the proposal.

5. Progress and Prospects for the Full Implementation of the Arrangement

A Notice of Breach was issued on 24 January 2020 as a result of the Company's failure to make payment when due of a VAT and an RTI liability to HMRC.

The Company rectified the breach on 21 February 2020 by making payment of the outstanding amounts. The reason that the breach happened was HMRC's online system showed a credit balance and payment was not made until this had been clarified by HMRC.

A Notice of Breach was issued on 27 February 2020 as a result of the Company's failure to make payment when due of a VAT and an RTI liability to HMRC and for failing to submit a statutory return to HMRC on or before the due date.

The Company rectified the breach on 13 March 2020 by making payment of the outstanding amounts and by submitting the outstanding returns.

Under the terms of the Arrangement as modified, the Joint Supervisor is to pay dividends annually, subject to my admittance of HMRC's claim in the Arrangement.

I am still awaiting receipt of HMRC's final claim in the Arrangement and am therefore prohibited from making any distribution to creditors at present.

The original proposal envisaged a total dividend of 100p in the £. To date I have not paid any dividends in this matter.

The date of the first distribution will depend on when HMRC's final claim is received.

However, the terms of the Arrangement as modified require a minimum dividend of 100p in the £ to be paid to creditors.

Therefore, if the total value of claims exceed 10% of the claims estimated in the Statement of Affairs provided to creditors once HMRC's final claim has been received, I will first discuss the company's ability to make increased contributions over the remainder of the term of the Arrangement or, failing that, I will convene a virtual meeting of creditors to allow creditors the opportunity to consider the implications of the Company's potential failure to achieve the required minimum dividend.

6. Matters Outstanding

The following matters remain to be completed:

- a) Agreement of claims. Any creditor who has not yet submitted a claim should now do so as soon as possible.
- b) Payment of an initial dividend.
- c) Collection of future contributions.

To comply with the Provision of Services Regulations, some general information about Kreston Reeves LLP, can be found at https://www.krestonreeves.com/creditor-information.

Kreston Reeves LLP uses personal information in order to fulfil the legal obligations of our Insolvency Practitioners under the Insolvency Act and other relevant legislation, and also to fulfil the legitimate interests of keeping creditors and others informed about the insolvency proceedings. You can find more information on how Kreston Reeves LLP uses your personal information on our website at https://www.krestonreeves.com/privacy-statement.)

If creditors or members have any queries regarding the conduct of the Voluntary Arrangement, or if they want hard copies of any of the documents made available on-line, they should contact me at Kreston Reeves LLP, Montague Place, Quayside, Chatham Maritime, Kent, ME4 4QU or by email at Rob.Sage@krestonreeves.com, or by phone on 01634 899828.

James Hopkirk Joint Supervisor

Andrew Tate is licensed in the United Kingdom to act as an insolvency practitioner by The Institute of Chartered Accountants in England and Wales James Hopkirk is licensed in the United Kingdom to act as an insolvency practitioner by The Institute of Chartered Accountants in England and Wales

Dauntless Agency Ltd (Under a Voluntary Arrangement) JOINT SUPERVISORS' RECEIPTS AND PAYMENTS ACCOUNT

	Statement of affairs £	From 06/06/2019 To 05/06/2020 £	From 06/06/2019 To 05/06/2020 £
RECEIPTS Contributions Bank Interest Gross	•	219,200.00 229.41	219,200.00 229.41
•	- -	219,429.41	219,429.41
PAYMENTS Petitioners Costs Nominees Fee Joint Supervisors' Fees Joint Supervisors' Expenses		902.40 3,000.00 7,036.00 420.00	902.40 3,000.00 7,036.00 420.00
Net Receipts/(Payments)	- -	11,358.40 208,071.01	11,358.40 208,071.01
MADE UP AS FOLLOWS	=		
Bank 1 Current		208,071.01	208,071.01
	-	208,071.01	208,071.01

40033688 DAUNTLESS AGENCY LTD

Matter: Post Appointment Work

Analysis of 'time costs for the period 06/06/2019 to 05/06/2020

Classification of Work	Hours			Total	Time	Av hourly		
Function	Partner	Manager	Senior	Assistant Administrator	Support	Hours	Cost	Rate
							£	£
Administration and Planning					,			
Case Planning		6.80	7.60			14.40	3,686.00	255.97
Appointment notification		0.50				0.50	170.00	340.00
Statutory Reporting			3.90			3.90	760.50	195.00
Cashiering		•	8.40		0.20	8.60	1,462.00	170.00
Maintenance of records			0.70			0.70	112.50	160.71
Liason with Company Officers		1.00	1.50			2.50	632.50	253.00
Partner Review	2.40				,	2.40	1,068.00	445.00
Realisation of Assets		, .						
Legal Matters		0.50				0.50	170.00	340.00
Identify Secure Insure Assets		1.90	0.10			2.00	665.50	332.75
Debt Collection			0.10			0.10	19.50	195.00
Trading							-	
Management of Operations			0.20			0.20	18.00	90.00
Creditors				,				
Communications with Creditor	0.30	0.30	4.70			5.30	1,149.00	216.79
Creditors Claims	:		0.80			0.80	156.00	195.00
Case Specific Matters								
Case specific 1			2.40			2.40	468.00	195.00
Total Hours	2.70	11.00	30.40		0.20	44.30		237.87
Total Fees Claimed (£)	1,201.50	3,632.00	5,682.00		22.00		10,537.50	

PRACTICE FEE RECOVERY POLICY FOR KRESTON REEVES LLP RESTRUCTURING AND RECOVERY

INTRODUCTION

The insolvency legislation was changed in October 2015, with one or two exceptions, for insolvency appointments made from that time. This sheet explains how we intend to apply the alternative fee bases allowed by the legislation when acting as office holder in insolvency appointments. The legislation allows different fee bases to be used for different tasks within the same appointment. The fee basis, or combination of bases, set for a particular appointment is/are subject to approval, generally by a committee if one is appointed by the creditors, failing which the creditors in general meeting, or the Court.

Further information about creditors' rights can be obtained by visiting the creditors' information micro-site published by the Association of Business Recovery Professionals (R3) at http://www.creditorinsolvencyguide.co.uk/. Details about how an office holder's fees may be approved for each case type are available in a series of guides issued with Statement of Insolvency Practice 9 (SIP 9) and can be accessed at http://www.krestonreeves.com/creditor-information. Alternatively a hard copy may be requested from my office. Please note that we have provided further details in this policy document.

Once the basis of the office holder's remuneration has been approved, a periodic report will be provided to any committee and also to each creditor. The report will provide a breakdown of the remuneration drawn. If approval has been obtained for remuneration on a time costs basis, i.e. by reference to time properly spent by members of staff of the practice at our standard charge out rates, the time incurred will also be disclosed, whether drawn or not, together with the average, or "blended" rates of such costs. Under the legislation, any such report must disclose how creditors can seek further information and challenge the basis on which the fees are calculated and the level of fees drawn in the period of the report. Once the time to challenge the office holder's remuneration for the period reported on has elapsed, then that remuneration cannot subsequently be challenged.

Under some old legislation, which still applies for insolvency appointments commenced before 6 April 2010, there is no equivalent mechanism for fees to be challenged.

TIME COSTS BASIS

When charging fees on a time costs basis we use charge out rates appropriate to the skills and experience of a member of staff and the work that they perform. This is combined with the amount of time that they work on each case, recorded in 6 minute units with supporting narrative to explain the work undertaken.

Charge out rates listed by staff classification effective from 01 June 2019

Staff Grade	Rate (per hour)
Partner	£445
Manager/Senior Manager	£280 - £350
Senior	£195
Assistant Administrator	£110 - £165
Support	£110

These charge-out rates charged are reviewed in June each year and are adjusted to take account of inflation and the firm's overheads.

Time spent on casework is recorded directly to the relevant case using a computerised time recording system and the nature of the work undertaken is recorded at that time. The work is generally recorded under the following categories:

- Administration and Planning
- Investigations
- Realisation of Assets
- Creditors
- Trading
- Case specific matters

In cases where we were appointed prior to 1 October 2015, most of our fees were recovered on a time costs basis and appropriate authority was obtained from the creditors or the committee as set down in the legislation. The legislation changed on 1 October 2015 and on new appointments we will seek time costs for the following categories:

- · Administration and Planning
- Investigations
- Realisation of Assets
- Creditors
- Trading
- Case specific matters

When we seek time costs approval we have to set out a fees estimate. That estimate acts as a cap on our time costs so that we cannot draw fees of more than the estimated time costs without further approval from those who approved our fees. When seeking approval for our fees, we will disclose the work that we intend to undertake, the hourly rates we intend to charge for each part of the work, and the time that we think each part of the work will take. We will summarise that information in an average or "blended" rate for all of the work being carried out within the estimate. We will also say whether we anticipate needing to seek approval to exceed the estimate and, if so, the reasons that we think that may be necessary.

The disclosure that we make should include sufficient information about the insolvency appointment to enable you to understand how the proposed fee reflects the complexity (or otherwise) of the case, any responsibility of an exceptional kind falling on the office holder, the effectiveness with which the office holder has carried out their functions, and the value and nature of the property with which the office holder has to deal.

If we subsequently need to seek authority to draw fees in excess of the estimate, we will say why we have exceeded, or are likely to exceed the estimate; any additional work undertaken, or proposed to be undertaken; the hourly rates proposed for each part of the work; and the time that the additional work is expected to take. As with the original estimate, we will say whether we anticipate needing further approval and, if so, why we think it may be necessary to seek further approval.

PERCENTAGE BASIS

The legislation allows fees to be charged on a percentage of the value of the property with which the office holder has to deal (realisations and/or distributions). Different percentages can be used for different assets or types of assets. In cases where we were appointed prior to 1 October 2015, most of our fees were recovered on a time costs basis and appropriate authority was obtained from the creditors or the committee as set down in the legislation.

The legislation changed on 1 October 2015 and we now seek remuneration on a percentage basis more often. A report accompanying any fee request will set out the potential assets in the case, the remuneration percentage proposed for any realisations and the work covered by that remuneration, as well as the expenses that will be, or are likely to be, incurred. Expenses can be incurred without approval, but must be disclosed to help put the remuneration request into context.

The percentage approved in respect of realisations will be charged against the assets realised, and where approval is obtained on a mixture of bases, any fixed fee and time costs will then be charged against the funds remaining in the liquidation after the realisation percentage has been deducted.

The disclosure that we make should include sufficient information about the insolvency appointment to enable you to understand how the proposed fee reflects the complexity (or otherwise) of the case, any responsibility of an exceptional kind falling on the office holder, the effectiveness with which the office holder has carried out their functions, and the value and nature of the property with which the office holder has to deal.

If the basis of remuneration has been approved on a percentage basis then an increase in the amount of the percentage applied can only be approved by the committee or creditors (depending upon who approved the basis of remuneration) in cases where there has been a material and substantial change in the circumstances that were taken into account when fixing the original level of the percentage applied. If there has not been a material and substantial change in the circumstances then an increase can only be approved by the Court.

FIXED FEE

The legislation allows fees to be charged at a set amount. Different set amounts can be used for different tasks. In cases where we were appointed prior to 1 October 2015, most of our fees were recovered on a time costs basis and appropriate authority was obtained from the creditors or the committee as set down in the legislation.

The legislation changed on 1 October 2015 and we now seek remuneration on a fixed fee basis more often. A report accompanying any fee request will set out the set fee that we proposed to charge and the work covered by that remuneration, as well as the expenses that will be, or are likely to be, incurred. Expenses can be incurred without approval, but must be disclosed to help put the remuneration request into context.

The disclosure that we make should include sufficient information about the insolvency appointment to enable you to understand how the proposed fee reflects the complexity (or otherwise) of the case, any responsibility of an exceptional kind falling on the office holder, the effectiveness with which the office holder has carried out their functions, and the value and nature of the property with which the office holder has to deal.

If the basis of remuneration has been approved on a fixed fee basis then an increase in the amount of the fixed fee can only be approved by the committee or creditors (depending upon who approved the basis of remuneration) in cases where there has been a material and substantial change in the circumstances that were taken into account when fixing the original level of the fixed fee. If there has not been a material and substantial change in the circumstances then an increase can only be approved by the Court.

MEMBERS' VOLUNTARY LIQUIDATIONS AND VOLUNTARY ARRANGEMENTS

The legislation changes that took effect from 1 October 2015 did not apply to members' voluntary liquidations (MVL), Company Voluntary Arrangements (CVA) or Individual Voluntary Arrangements (IVA). In MVLs, the company's members set the fee basis, often as a fixed fee. In CVAs and IVAs, the fee basis is set out in the proposals and creditors approve the fee basis when they approve the arrangement.

ALL BASES

With the exception of Individual Voluntary Arrangements and Company Voluntary Arrangements which are VAT exempt, the officeholder's remuneration invoiced to the insolvent estate will be subject to VAT at the prevailing rate.

AGENT'S COSTS

Charged at cost based upon the charge made by the Agent instructed, the term Agent includes:

- Solicitors/Legal Advisors
- Auctioneers/Valuers
- Accountants
- Quantity Surveyors
- Estate Agents
- Other Specialist Advisors

In new appointments made after 1 October 2015, the office holder will provide details of expenses to be incurred, or likely to be incurred, when seeking fee approval. When reporting to the committee and creditors during the course of the insolvency appointment the actual expenses incurred will be compared with the original estimate provided.

DISBURSEMENTS

In accordance with SIP 9 the basis of disbursement allocation in respect of disbursements incurred by the Office Holder in connection with the administration of the estate must be fully disclosed to creditors. Disbursements are categorised as either Category 1 or Category 2.

Category 1 expenses are directly referable to an invoice from a third party, which is either in the name of the estate or Kreston Reeves LLP; in the case of the latter, the invoice makes reference to, and therefore can be directly attributed to, the estate. These disbursements are recoverable in full from the estate without the prior approval of creditors either by a direct payment from the estate or, where the firm has made payment on behalf of the estate, by a recharge of the amount invoiced by the third party. Examples of category 1 disbursements are statutory advertising, external meeting room hire, external storage, specific bond insurance and Company search fees.

Category 2 expenses are incurred by the firm and recharged to the estate; they are not attributed to the estate by a third party invoice and/or they may include a profit element. These disbursements are recoverable in full from the estate, subject to the basis of the disbursement charge being approved by creditors in advance. Examples of category 2 disbursements are photocopying, internal room hire, internal storage and mileage.

Kreston Reeves LLP will not be seeking to recover Category 2 disbursements in this case.