

Notice to Registrar of
Companies of Voluntary
Arrangement Taking Effect

**S.4/
Para 30
Sch A1**

**Pursuant to section 4 of, or
paragraph 30 of Schedule A1 to,
the Insolvency Act 1986**

For Official Use



To the Registrar of Companies

Company number

OC322670

Name of company

(1) Insert full name
of company

(1) UIC (SOUTH EAST) LLP

Limited

(2) Insert full
name and address

(2) ISOBEL SUSAN BRETT
KSA BUSINESS RECOVERY LLP
141 PARROCK STREET
GRAVESEND
KENT
DA12 1EY

(3) Delete as applicable

the chairman of meetings held in pursuance of [section 4 of] ~~paragraph 30 of~~
~~Schedule A1 to~~ (3) the Insolvency Act 1986 on (4) 22ND AUGUST 2012
(4) Insert date
enclose a copy of my report of the said meetings.

Signed

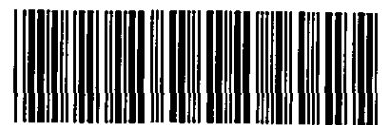
Date 22ND AUGUST 2012

Presenter's name,
address and
reference (if any)

KSA Business Recovery LLP
141 Parrock Street
Gravesend DA12 1EY

Liquid

FRIDAY



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24/08/2012

#383

COMPANIES HOUSE

Oyez 7 Spa Road, London SE16 3QQ Tel 020 7556 3200

2002 Edition 11 2002

Insolvency - Company 1.1

UIC (SOUTH EAST) LLP

REPORT ON THE MEETINGS OF CREDITORS AND OF THE COMPANY TO CONSIDER THE PROPOSAL FOR A COMPANY VOLUNTARY ARRANGEMENT (CVA)**Introduction**

- 1 The meeting of creditors took place at 3 00pm on Wednesday 22nd August 2012 at the offices of KSA Business Recovery LLP 141 Parrock Street, Gravesend, Kent, DA12 1EY A meeting of members of the company was held at 3 30pm on the same date
- 2 The chairman of the meeting was Isobel Brett of KSA Business Recovery LLP who is the Nominee

Meeting of creditors

- 3 Creditors proposed the following modifications to the proposal, which have been accepted by the Designated Members

Creditor	Proxy holder
HM Revenue & Customs	Chairman of the Meeting

Modifications proposed by Voluntary Arrangement Service (VAS) on behalf of H M Revenue & Customs:-

- (1) **[Interpretation]** Where a modification to the proposal is approved by creditors and accepted by the company, the entire proposal shall be construed in the light of the modification and read to give effect to that modification such that any contrary or potentially contrary provisions in the proposal shall either be ignored, or interpreted, in order that the intention of the modification is given priority and effect
- (2) **[HMRC claim]** The HMRC (former IR) claim in the CVA will include PAYE/NIC due to the date, of the meeting to approve the arrangement, and CTSA / assessed tax for the accounting period(s) ended on or before the date of approval of the arrangement
- (3) **[HMRC claim]** The HMRC (former HMC&E) claim in the CVA will include assessed tax, levy or duty to the date of approval
- (4) **[Post approval returns and liabilities]** All statutory returns and payments due to HMRC post approval shall be provided on or before the due date
- (5) **[Outstanding returns]** All statutory accounts and returns overdue at the date of the creditors meeting shall be provided to HMRC within 3 months of the approval date together with any other information required

- (6) **[Dividend Prohibition]** No non preferential distribution will be made until (i) a CTSA return has been filed for the accounting period ended on or immediately prior to the date, of approval, (ii) a VAT and/or other levy or duty return due to HMRC has been filed up to the date of the approval or (iii) an HMRC determination or assessment has been made and the Supervisor has admitted their final claims
- (7) **[Expenses of arrangement]** CTSA/VAT due on the realisation of assets included in the arrangement will be regarded as an expense of realising the asset payable out of the net sale proceeds
- (8) **[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
- (9) **[Co debtors]** The release of the company from its debts by the terms of the CVA shall not operate as a release of any co-debtor for the same debts
- (10) **[Termination]** The arrangement shall terminate upon
- 1 The making of a winding up order against the company or the passing of a winding up resolution or the company going into administration
 - 2 (Where there is express authority for the Supervisor so doing) the Supervisor issuing a certificate of termination
- (11) **[Arrangement trusts]** Upon termination of the arrangement the arrangement 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
- (12) **[Liquidation costs provision]** The Supervisor shall set aside sufficient funds for Winding Up proceedings against the Company and such funds will rank ahead of any other expenses of the arrangement
- (13) **[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 1.19 shall apply where any variation is proposed. But if any breach of obligation is not remedied within 60 days of its occurrence this shall constitute default of the CVA that cannot be remedied and the Supervisor shall petition for a winding up order
- (14) **[Windfall]** Should the company receive or become entitled to any assets / funds which had not been foreseen in the proposal details shall be notified to the Supervisor immediately and such sums shall be paid into the CVA until all costs, creditors' claims and statutory interest are paid in full. Until costs, claims and statutory interest are paid in full all the company's other obligations under the arrangement shall continue and the payment shall not reduce the amount of contribution due from the company
- (15) **[Contributions]** Should any voluntary contribution fall 30 days into arrears or fall below the amount specified in the arrangement and remain so after 60 days this shall constitute a failure of the arrangement and the Supervisor shall petition for the compulsory winding-up of the company
- (16) **[Contributions]** If the company should fail to pay 2 monthly contributions (these need not be consecutive) this shall constitute default of the CVA that cannot be remedied and the Supervisor shall immediately petition for the compulsory winding-up of the company

- (17) **[Payments]** The company is to make 17 monthly voluntary contributions as detailed in paragraph 2d in the terms of the proposal
- (18) **[Reviews]** the Supervisor is to conduct a full review every 6 months of the company's business income and expenditure and obtain an increase in voluntary contributions of not less than 50% of any rise in the net income after provision for tax
- (19) **[Dividend Payments]** All claims will rank in their respective classes for dividend from the first dividend date after they have been lodged with, and admitted by, the Supervisor
- (20) **[Associated Creditors]** The associated creditors 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. Thus the claims of the connected creditors shall be compromised within and shall not survive the arrangement or be paid outside
- (21) **[Duration]** The duration of the arrangement shall not exceed 24 months, without the prior approval of a 75% majority in value of creditor's claims voting for the resolution
- (22) 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 100 pence/£
- (23) **[Variation]** The company shall not, within 12 months of approval propose a variation to the arrangement that will reduce the yield to creditors below the forecast of 100p/£ unless the Supervisor can provide clear evidence that the variation proposal results from changed trading circumstances that could not have been foreseen when the arrangement was approved. For the avoidance of doubt, simple mis-forecasting of business turnover or profitability shall not provide cause for variation. The Supervisor's evidence, supporting financial information and notice of a creditors' vote shall be circulated to creditors giving at least 14 days clear notice. Creditors shall be asked to say whether the cost associated with the variation shall be met from VA funds in the event that it is rejected
- (24) **The directors of the company shall not:**
 - 1 declare or pay any dividend to shareholders for the duration of the voluntary arrangement,
 - 2 declare or pay themselves additional remuneration or fees save shall be agreed with creditors representing 75% of voting creditors

4 A vote was taken on the following resolutions by creditors

'That the company voluntary arrangement is accepted,

Details as to how each creditor voted is set out at appendix A

5 It was noted that those voting in favour of the resolution to approve the proposal exceeded the requisite majority necessary to pass the resolution, namely 75% or more in value of the creditors present in person or by proxy and voting on the resolution

The chairman noted that there were no creditors voting at the meeting who were connected with the company. A summary of the voting of the unconnected creditors is set out below.

	Votes in favour	Votes against	Total
Amount	£152,575.16	£0.00	£152,575.16
% of total	100%	0%	100%

6 The chairman declared the resolution passed and that the proposal for a voluntary arrangement was approved without modifications.

7 No committee of creditors was appointed.

Meeting of Designated Members

8 Designated Members did not propose any modifications to the proposal.

9 A vote was taken on the following resolutions by members:

‘That the company voluntary arrangement is accepted,

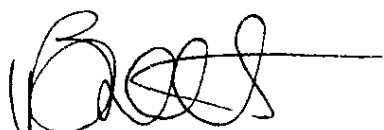
Details as to how each member voted is set out at Appendix B.

10 It was noted that those voting in favour of the resolution to approve the proposal exceeded the requisite majority necessary to pass the resolution, namely in excess of one half in value of the designated members present in person or by proxy and voting on the resolution.

11 The chairman declared the resolution passed and that the proposal for a voluntary arrangement was approved without modifications.

Other matters

12 It is considered that the EC Regulations will apply since the company's registered office and trading premises are both in England and Wales. These proceedings will be main proceedings.



Isobel Susan Brett FABRP
Chairman

Dated 22nd August 2012

APPENDIX A

SCHEDULE OF PROXIES

UIC (SOUTH EAST) LLP

DATE OF CREDITORS MEETING: 22ND AUGUST 2012

TIME: 15:00PM

HELD AT: 141 PARROCK STREET, GRAVESEND, KENT, DA12 1EY

Date Received	Name of Creditor	Name of Proxy Holder	Special (S)/ General (G)	Voting Instructions (Debt Proven)	
				Accept	Reject
03/08/2012	hm Revenue & Customs	Chairman of Meeting	(s)	£152,575.16	
				£ 152,575.16	£ 0.00
				100.00%	0.00%
ASSOCIATED CREDITORS					
N/A	N/A	N/A	N/A		
				£ 152,575.16	£ 0.00
				100.00%	0.00%

APPENDIX B

UIC (SOUTH EAST) LLP

MEETING OF DESIGNATED MEMBERS

Date Received	Name of Creditor	Name of Proxy Holder	Special (S)/ General (G)	Voting Instructions (Debt Proven)	
				Accept	Reject
22/08/2012	Marie Louise Martin	N/A	(s)	1/3	
22/08/2012	Paul Vincent Martin	N/A	(s)	1/3	
22/08/2012	Marie Louise Martin & Paul Vincent Martin on behalf of Ultimate Industrial Cleaning Limited	N/A	(s)	1/3	
				100.00%	100.00%