

The Insolvency Act 1986

**Notice of deemed approval of proposals**

Name of Company  Care in the Community Limited	Company number  SC197292
In the the Court of Session  (full name of court)	Court case number  unknown of 2016

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

We (a) James Bernard Stephen  
BDO LLP  
4 Atlantic Quay  
70 York Street  
Glasgow  
G2 8JX

Francis Graham Newton  
BDO LLP  
1 Bridgewater Place  
Leeds  
LS11 5RU

(b) Insert name and address of registered office of company

having been appointed administrators of (b) Care in the Community Limited, 4 Atlantic Quay, 70 York Street, Glasgow, G2 8JX

(c) Insert date of appointment

on (c) 4 May, 2016

(d) Insert name of applicant/appointer

by (d) Clipper Holdings II S.a.r.l.

hereby give notice that:

(e) Insert date

having made a statement under paragraph 52(1) of Schedule B1 and no meeting having been requisitioned under paragraph 49 of that Schedule, the proposals sent by me on (e) 17 June 2016 were deemed to have been approved on (e) 30 June 2016

Signed

Joint / Administrator(s)

Dated

*R*  
20/6/16

**Presenter's 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 form.

The contact information that you give will be visible to searchers of the public record

James Bernard Stephen  
BDO LLP  
4 Atlantic Quay  
70 York Street  
Glasgow  
G2 8JX

LEGAL POST LP 55 Glasgow - 6

01412 483 761

When completed and signed please send it to the Registrar of Companies at:

Companies House, 4<sup>th</sup> Floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh EH3 9FF  
LP 4 - Edinburgh2



**Care In The Community Limited - In  
Administration ['the Company']**

Statement to Creditors pursuant to Rule 2.25  
of the Insolvency (Scotland) Rules 1986 and  
Statement of Proposals under Paragraph 49 of  
Schedule B1 of the Insolvency Act 1986

Dated: 17 June 2016

**James Bernard Stephen  
Joint Administrator**

James Bernard Stephen and Francis Graham Newton both  
of BDO LLP, 4 Atlantic Quay, 70 York Street, Glasgow, G2  
8JX, were appointed Joint Administrators on 4 May 2016.  
The business and assets of the company are now managed  
by the Joint Administrators. The Joint Administrators act  
as agents of the company, without personal liability.

James Bernard Stephen is authorised to act as an  
insolvency practitioner in the UK by the Institute of  
Chartered Accountants of England & Wales. Office holder  
number 9273. Francis Graham Newton is authorised to act  
as an insolvency practitioner in the UK by the IPA. Office  
holder number 9310.

2400(8)

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**Appendices**

- A. Statutory Information
- B. Joint Administrators' Receipts & Payments
- C. Extract of the Directors Estimated Statement of Affairs
- D. Form 2.32B(Scot)
- E. Creditor's Guide to Joint Administrators' Fees
- F. BDO LLP Remuneration & Disbursements Policy
- G. Creditor's Questionnaire
- H. Form to Request a Meeting of Creditors
- I. Creditor's Claim Form (Form 4.7(Scot))
- J. Form 2.16B(Scot)

Care in the Community Limited - In Administration

Registered No: SC197292

Registered office situated at 4 Atlantic Quay, 70 York Street, Glasgow, G2 8JX (previously at 25 Sandyford Place, Glasgow, G3 7NG )

Trading Address: 1791 Royston Road, Glasgow, Lanarkshire, G33 1AF

In the Court of Session, reference unknown

## Introduction

- This report is addressed to the creditors of Care In The Community Limited ['the Company' or 'CITC'] and incorporates the Joint Administrators' proposals. There will be insufficient assets to enable us to make any distribution to ordinary creditors and consequently we do not propose to call a meeting of creditors to consider the proposal.
- Under Paragraph 52 of Schedule B1 of the Insolvency Act 1986 if at least 10% of creditors by value of their claims require us to call a meeting they must notify us in writing by 28 June 2016. Please note that before such a meeting can be held we will require a deposit towards the cost of convening the meeting. Such deposit may be repaid subject to the approval of the other creditors. Where no creditors' meeting is held to consider the Joint Administrators' proposals, the proposals will have been deemed to be approved. Should you wish a meeting to be convened please use the form attached at Appendix H.
- Should no meeting be requested, the Joint Administrators' proposals will be deemed to have been approved on the expiry of 8 business days (30 June 2016). The Joint Administrators will continue to control the business of the Company. The Joint Administrators will at some later date arrange for the Company to exit from the Administration. Based on the information presently available and the current situation the Joint Administrators' proposal is that the Company will be dissolved once the Administration is complete.

## Events leading up to the Appointment of the Joint Administrators

- The Company was incorporated on 17 June 1999 and its principal activity was the operation of a care home at 1791 Royston Road, Glasgow G33. The Company also had a subsidiary Arran House (Nursing Home) Ltd which operated a care home at 1 Arran Drive, Airdrie, ML6 6NJ. We understand that the two companies had banking facilities with AIB Group (UK) plc consisting of a working capital facility of £950,000 and a term loan facility of £4,130,000. The term loan was repayable on 31 October 2015.
- We understand that the Group had been attempting to restructure the businesses for a number of years with the support of AIB Group (UK) plc. AIB Group (UK) plc subsequently sold the debt and assigned the rights to the securities to Clipper Holding II S.a.r.l.
- On 6 January 2015 the Company entered into a lease in respect of the property at Hogganfield Loch Nursing Home, 1791 Royston Road, Glasgow G33 ['the Property'] with Hogganfield Care Limited ['HCL']. It is unclear at this point in time whether the secured creditor (AIB Group (UK) plc) consented to the commercial terms of the lease put in place.
- We understand that an agreement was entered into by the Company which allowed HCL to operate the home utilising CITC staff whilst the Care Inspectorate Registration was transferred. We understand that the Care Inspectorate Registration for the home was transferred in April 2015 to HCL. However, we understand that the staff at the home were only transferred across to HCL on 1<sup>st</sup> March 2016.
- The director of the Company lodged a petition for the liquidation of the Company following creditor pressure. The floating charge holder, Clipper Holding II S.a.r.l., having become aware of the winding up petition, instructed lawyers to seek the appointment of Administrators. BDO were approached to tender for the Administration of the Company.
- On 4 May 2016, James Bernard Stephen and Francis Graham Newton, both of BDO LLP, were appointed Joint Administrators at the Court of Session. The appointment being made by Clipper Holdings II S.a.r.l. in terms of Paragraph 14 of Schedule B1 of the Insolvency Act 1986. Pursuant to

S100(2) of Schedule B1 of the Insolvency Act 1986 any one Joint Administrator may exercise all and/or any of the powers which are conferred on them as Joint Administrators.

- Prior to our appointment as Joint Administrators we had no professional dealings with Care in the Community Limited.
- On the 4 May 2016 a Sheriff at Glasgow Sheriff Court also appointed Donald McKinnon of Wylie Bissett as Interim Liquidator under the winding up petition initiated by the Director. The appointment of the Joint Administrators was made first and on 31 May 2016 an order was made that sisted the winding up petition and discharged Donald McKinnon as Interim Liquidator. The Court also granted Donald McKinnon his release as Interim Liquidator.
- At Appendix A is a record of the names of the Company's director and shareholder.
- At Appendix B to this report is a summary of the Joint Administrators' Receipts and Payments Account, the contents of which the Joint Administrators consider to be self-explanatory.

## **Statement of Affairs and Statutory Information**

- The director, Alistair Murning, has prepared an estimated statement of affairs, and an extract of this has been attached at Appendix C. The statement of affairs does not account for the cost and expense of the Administration process.
- We would make the following comments on the director's statement of affairs

### **Assets**

- The Company owns a property at 1791 Royston Road, Glasgow ("the Property"), which had a book value of £5.9m per the 2014 Company accounts, before the lease to HCL was put in place. The Director has indicated in his Statement of Affairs that the property has a value of £1.3M and we have not had the opportunity to discuss the basis of the valuation with him. We await a formal appraisal of value from our property agents.
- The property is secured to Clipper Holding II S.a.r.l.
- The Company also owns 100% of the share capital of Arran House (Nursing Home) Limited, which is in Receivership. A recovery from the shareholding is not anticipated.
- The book debts appear to relate to overdue resident fees and the realisable value is unknown at this point in time. Further information is required from the Director.

### **Liabilities**

- The details of all securities registered against the Company are detailed in Appendix A. The Company granted a standard security and floating charge to AIB Group (UK) Plc, who sold the debt and assigned the securities to Clipper Holding II S.a.r.l. The demand issued by Clipper Holding II S.a.r.l on 3 May 2016 was for £5,902,292.98 which excludes all accrued interest, charges and expenses payable.
- The ordinary creditors' claims notified to us to date total approximately £61,534.77. Further claims are anticipated. However, based on present information, we anticipate that there will be no distribution to unsecured creditors.

## **Prescribed Part**

- Under the provisions of Section 176A of the Insolvency Act 1986 the Joint Administrators must state the amount of funds available to unsecured creditors in respect of the prescribed part. This provision only applies where the Company has granted a floating charge to a creditor after 15 September 2003.
- The Company has not granted a floating charge to any creditor after 15 September 2003 and consequently there will be no prescribed part in this Administration.

## **Achieving the purpose of the Administration**

- The statutory purpose of an administration consists of three objectives, and the Joint Administrators now address the progress that has been made in this respect.
  - (a) The first objective is rescuing the Company as a going concern (i.e. restructuring the Company's business, resulting in the survival of the Company). The Joint Administrators would comment that this has not been possible due to the level of Company debt.
  - (b) With regard to 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). The Joint Administrators consider that the outcome would be the same under liquidation given that CITC does not operate the care home and effectively operates now as a landlord.
  - (c) The final objective is realising property in order to make a distribution to one or more secured or preferential creditors and the Joint Administrators can advise that we have now moved to this objective.

## **Management of the Company's affairs since the Joint Administrators appointment**

### **Initial Actions**

- The Administrators arranged for open cover insurance to be put in place and attended the address of the heritable property owned by the Company, at 1791 Royston Road, Glasgow, to ascertain the occupancy position.
- Initial enquiries indicated that the care home was being operated by HCL and that CITC had effectively ceased to trade. We established that a lease was put in place on 6 January 2015 between CITC and HCL.
- We wrote to the tenant of the Property and have secured the rental income due under the lease.
- HM Revenue & Customs were contacted to ascertain if the Property had an option to tax and a response has been received.
- As we have had no direct contact from the director, we have been liaising with the director's solicitor. We have requested a meeting with the director to discuss the Company's affairs but a meeting has not taken place at this time.

### **Statutory Matters**

- The Administrators placed a notice in the Edinburgh Gazette of the appointment, in accordance with the provisions of the Insolvency Act 1986 and opened a bank account.
- Upon our appointment we sent correspondence to the director's last known address to request information in respect of the Company's affairs.
- We wrote to all known creditors of the Company to advise them of our appointment as Joint Administrators of the Company. We have also liaised with leasing companies in respect of goods provided to the Company.
- We have been liaising with the Company's accountant in respect of the affairs of the Company, and also the preparation of the Statement of Affairs. A fee of £1,500 in respect of the preparation of the Statement of Affairs has been agreed with Stevenson Kyles, Chartered Accountants.
- We have complied with all other statutory requirements within the Administration to date.

### **Agents**

- We appointed HBJ Gateley LLP, Solicitors, Glasgow as legal agents to assist in the Administration. Their fees are based on a time cost basis. They arranged for the motion to Court to have the Interim Liquidator's appointment withdrawn and confirmed the validity of the appointment of the Administrators.

- Jones Lang Lasalle ('JLL') have been appointed as property agents to manage and market the Property. Their management fee being based on % of rental income (plus VAT), and selling fee being based on % of sale price and marketing costs (plus VAT). We have provided JLL with a copy of the lease between CITC and HCL and asked them to provide a marketing proposal.

#### Trading during the Administration

- The Company had effectively ceased to trade on 1 March 2016 when the staff at the home were transferred to Hogganfield Care Limited. Whilst we agree a marketing strategy with the secured lender, we will continue to collect rent under the lease, and recharge insurance costs to the tenant.

#### SIP2 Investigations

- We are currently reviewing the pre appointment records of the Company that have been recently recovered from the former Interim Liquidator to ascertain if there are any antecedent transactions that require action. Should we find any challengeable transactions we will notify creditors. If creditors wish to bring any matter to our attention please do so on the creditor's questionnaire attached to the proposals.
- Our initial review of the records indicate that HCL is owned and run by Euan Murning, who was formerly a Director of CITC and we understand he is the son of Alistair Murning. Company papers indicate that in addition to the lease being put in place, HCL acquired 'all computer equipment, software, network & internet services, printers, office equipment, office supplies and other miscellaneous items' owned by CITC for £3,500 on 1 March 2016. At this point in time we have been unable to establish whether this represented adequate value and will require to discuss matters with the Director.

### **Other Matters - Creditors' Claims**

#### Secured Creditors

- Companies House indicates that the Company granted a standard security over the property at 1791 Royston Road, Glasgow to Northern Rock plc. We understand that no sums are due to Northern Rock plc.
- Clipper Holding II S.a.r.l holds a standard security over the property at 1791 Royston Road, Glasgow. The sum due by CITC is £5,902,292.98 plus all accrued interest, charges and expenses payable.

#### Preferential Creditors

- We are not aware of any preferential claims at this stage and do not anticipate any if the employees were transferred to HCL on 1<sup>st</sup> March 2016.

#### Floating Charge Creditor

- The details of the floating charge registered against the Company are detailed in Appendix A.

#### Ordinary Creditors

- The ordinary creditors' claims notified to the Joint Administrators to date total approximately £61k. Further claims are anticipated to be submitted.
- Due to the level of debt owed to the floating charge holder, there will not be a dividend to unsecured creditors (the prescribed part does not apply in this case).

### **Rescue of the Company**

- A rescue of the Company was not possible due to the level of Company debt.

## **Directors Conduct**

- The Joint Administrators are obliged to consider the conduct of the directors of the Company during the last 3 years and submit a report to the Insolvency Service within 3 months of appointment. If there are any matters you wish to bring to the Joint Administrators attention, please supply details on the attached questionnaire located at Appendix G.

## **EC Regulations on Insolvency Proceedings**

- The Joint Administrators are required under the Insolvency (Scotland) Rules 1986 to state whether and if so the extent to which the above Regulations apply to this Administration. In this particular case, the EC Regulation will apply and these proceedings will be main proceedings as provided by Article 3 of the aforesaid Regulations.

## **Insolvency Ethics & Complaints**

- As Insolvency Practitioners we are bound by the Insolvency Code of Ethics. The fundamental principles are:
  - Integrity
  - Objectivity
  - Professional competence and due care
  - Confidentiality
  - Professional behaviour
- A full copy of the code of ethics is available at:  
<http://www.insolvency-practitioners.org.uk/regulation-and-guidance/ethics-code>.
- The Insolvency Service has established a central gateway for considering complaints in respect of insolvency practitioners. In the event that you make a complaint to us but are not satisfied with the response from us then you should visit <https://www.gov.uk/complain-about-insolvency-practitioner> where you will find further information on how you may pursue the complaint.

## **Joint Administrators Remuneration**

- Kindly note that under the terms of the Insolvency (Scotland) Rules 1986 the Joint Administrators are obliged to fix their remuneration in accordance with Rule 2.39 of the Insolvency (Scotland) Rules 1986. This permits remuneration to be fixed either as a percentage of the value of the property with which the Joint Administrators have to deal or alternatively by reference to the time the Joint Administrators and their staff have spent attending to matters in this Administration. In respect of this case the Joint Administrators will seek remuneration by reference to their time costs.
- As there will be no distribution to ordinary creditors beyond the prescribed part, the remuneration and outlays will be approved by the secured creditors and 50% of the preferential creditors (to the extent that there are any).
- We will provide a summary of time costs in the next report to creditors.
- For your guidance the Joint Administrators attach at Appendices F & G a Creditors' Guide to Administrator's Remuneration Scotland and a document that outlines the policy of BDO LLP in respect of remuneration and disbursements.

## **Pre Appointment Time & Expenses**

- There are no Pre-Administration costs to be recovered in this case.

## **Possible outcomes for the Company and Creditors**

- The Insolvency Act 1986 and Insolvency (Scotland) Rules 1986 provide a variety of options regarding the possible exit routes for the Company from the Administration, being primarily a



Company Voluntary Arrangement, Liquidation or dissolution of the Company. It is the Joint Administrators' recommendation and proposal, as detailed below, that once all assets have been realised and distributed in the Administration that the Joint Administrators arrange for the Company to be dissolved.

### **Joint Administrators Discharge**

- As the Joint Administrators have made a statement under paragraph 52(1)(b) they will need to seek their discharge from liability in respect of any action during the administration from each secured creditor of the company and preferential creditors in terms of paragraph 98 (3) of Schedule B1 the Insolvency Act 1986. This is normally requested at the conclusion of the Administration.


### **Statement of proposals under Paragraph 49 of Schedule B1 of the Insolvency Act 1986**

- In accordance with Paragraph 49 of Schedule B1 of the Insolvency Act 1986 the Joint Administrators make the following proposals for achieving the purpose of the Administration. The proposals will be deemed as being approved should no creditors requisition a meeting of creditors within 8 business days from the date of the proposals (Rules 2.25 (3) and 2.31 of the Insolvency (Scotland) Rules).
- There will not be a dividend to ordinary creditors.

### **Formal Proposals - the Joint Administrators propose that:**

- I. they continue to manage the Company's business and realise assets in accordance with objective 3 of the statutory purpose of the Administration.
- II. they may investigate and, if appropriate, pursue any claims the Company may have under the Companies Act 1985 and 2006 or Insolvency Act 1986 or otherwise. In addition, the Joint Administrators shall do all such other things and generally exercise all their powers as Joint Administrators as they in their discretion consider desirable in order to achieve the purpose of the Administration or to protect and preserve the assets of the Company or to maximise their realisations or for any other purpose incidental to these proposals.
- III. they make payments to secured and preferential creditors.
- IV. they exit the Administration by way of dissolving the Company under Paragraph 84 of Schedule B1 of the Insolvency Act 1986, but in any event, may use any or a combination of 'exit route' strategies in order to bring the Administration to an end.

Dated: 1 July 2016

  
James Bernard Stephen  
Joint Administrator

# APPENDIX A - STATUTORY INFORMATION

## Care in the Community Limited - In Administration

<b>Company Number:</b>	SC197292
<b>Date of Incorporation:</b>	17 June 1999
<b>Address of Registered Office:</b>	<p>Currently:</p> <p>4 Atlantic Quay 70 York Street Glasgow G2 8JX</p> <p>Previously:</p> <p>25 Sandyford Place Glasgow G3 7NG</p>
<b>Director(s):</b>	<p>Mr Alistair Burt Murning</p> <p>Mr Euan Murning (resigned 1 July 2013)</p> <p>Ms Mhairi Murning (resigned 1 July 2013 )</p>
<b>Nominal Share Capital:</b>	100,000 ordinary shares @ £1
<b>Registered Shareholders:</b>	Mr Alistair Burt Murning - 100,000 ordinary shares
<b>Date of Administration appointment:</b>	4 May 2016
<b>Administrators' names and addresses:</b>	James Bernard Stephen, of BDO LLP, 4 Atlantic Quay, 70 York Street, Glasgow, G2 8JX, and Francis Graham Newton of BDO LLP, 1 Bridgewater Place, Leeds, LS11 5RU.
<b>Securities:</b>	<p><b>Floating Charge</b> AIB Group (UK) plc- created 13 March 2003, registered 2 April 2003, over all property and assets present and future of the Company, including uncalled capital.</p> <p><b>Standard Securities</b> Northern Rock plc - created 25 November 1999, registered 3 December 1999 over Hogganfield House Nursing Home, 1791 Royston Road, Glasgow. (We understand that Northern Rock plc are not owed any funds and will seek to confirm the position)</p> <p>AIB Group (UK) plc. - created 3 April 2003, registered 9 April 2003 over Hogganfield House Nursing Home, 1791 Royston Road, Glasgow.</p> <p><b>Other Securities</b> We understand that there is a corporate cross guarantee between Arran House (Nursing Home) Limited and Care in the Community Limited in favour AIB Group (UK). We understand that AIB Group (UK) plc also holds personal guarantees in respect of the lending to the Group.</p> <p>AIB Group (UK) plc assigned its rights to all the securities to Clipper Holding II S.a.r.l., 11-13 Boulevard de la Foire, 1528 Luxembourg.</p>
<b>Appointor's / applicant names and address:</b>	Clipper Holdings II S.a.r.l. 11-13 Boulevard de la Foire, 1528 Luxembourg

Objective(s) being pursued by the Administrators:	Objective 3 - realising property in order to make a distribution to one or more secured or preferential creditors.
Division of the Administrators' responsibilities:	Pursuant to S100(2) of Schedule B1 of the Insolvency Act 1986 any one Joint Administrator may exercise all and/or any of the powers which are conferred on them as Joint Administrators.
Proposed end of the Administration:	Dissolution of Company.
Estimated dividend for unsecured creditors:	Nil
Estimated values of the prescribed part and the Company's net property:	The prescribed part does not apply in this case.

## Extract of Last Available Accounts

	Filed Accounts 30/09/2014 £	Filed Accounts 30/09/2013 £
Fixed Assets	5,851,652	5,941,800
Current Assets	275,224	213,554
Creditors < 1yr	(1,604,147)	(1,513,112)
Creditors > 1yr	(4,025,500)	(4,205,957)
Provision for Liabilities	-	(12,004)
Total Assets Less Liabilities	497,229	424,281
Called up share Capital	100,100	100,100
Profit & Loss Account	(1,537,970)	(1,610,918)
Revaluation Reserve	1,935,099	1,935,099
	497,229	424,281

**APPENDIX B - JOINT ADMINISTRATORS' RECEIPTS & PAYMENTS**

**Care in the Community Limited  
(In Administration)  
Joint Administrators' Trading Account**

Statement of Affairs		From 04/05/2016 To 15/06/2016	From 04/05/2016 To 15/06/2016
Uncertain	POST APPOINTMENT SALES Rental Income	10,100.00 <u>10,100.00</u>	10,100.00 <u>10,100.00</u>
	TRADING SURPLUS/(DEFICIT)	<u>10,100.00</u>	<u>10,100.00</u>

**Care in the Community Limited  
(In Administration)  
Joint Administrators' Abstract of Receipts & Payments**

Statement of Affairs		From 04/05/2016 To 15/06/2016	From 04/05/2016 To 15/06/2016
1,300,000.00	FIXED CHARGE ASSETS 1791 Royston Road, Glasgow	<u>Nil</u>	<u>Nil</u>
(5,434,500.00)	FIXED CHARGE CREDITORS Clipper Holding II S.a.r.l.	<u>Nil</u>	<u>Nil</u>
Uncertain	ASSET REALISATIONS Book debts Trading Surplus/(Deficit)	Nil 10,100.00 <u>10,100.00</u>	Nil 10,100.00 <u>10,100.00</u>
	COST OF REALISATIONS Re-direction of Mail	160.00 <u>(160.00)</u>	160.00 <u>(160.00)</u>
(29,185.66)	UNSECURED CREDITORS Trade & Expense Creditors	Nil	Nil
(32,650.00)	Connected Companies	Nil	Nil
(43,213.00)	Unsecured PAYE & CT	<u>Nil</u>	<u>Nil</u>
(100,000.00)	DISTRIBUTIONS Ordinary Shareholders	<u>Nil</u>	<u>Nil</u>
(4,339,548.66)		<u>9,940.00</u>	<u>9,940.00</u>
	REPRESENTED BY Fixed Current Account		9,940.00 <u>9,940.00</u>

The Company is VAT registered. Receipts and payments are shown net of VAT.







PLEASE PRINT NAME IN  
BLOCK LETTERS  
DATE: 01/11/2013  
BY: 01/11/2013  
01/11/2013

## SCHEDULE 10 COLLECTIVE STATEMENT OF FINANCE TABLE 10.1

STATE OF NEW YORK  
AT ALBANY, N.Y.

No.	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.	Total Value	Amount paid to proceeds
1	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
2	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
3	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
4	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
5	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
6	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
7	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
8	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
9	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
10	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
11	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
12	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
13	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
14	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
15	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
16	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
17	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
18	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
19	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
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30	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
31	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
32	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
33	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
34	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
35	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
36	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
37	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
38	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
39	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		
40	STATE OF NEW YORK AT ALBANY, N.Y.	STATE OF NEW YORK AT ALBANY, N.Y.		



None complete  
legibly, preferably in  
black type or bold  
blackletter.

### Statement of intent

Areas specifically searched and positions fully or partly searched (see note below) (and including high and low latitudes searched by air to date listed)

No.	Identification of subject Specifically name of person or title of service	Place where last seen, or listed	Status of location	Address or occupation
24	Walter L. Ruffin, Jr. U.S. Army			7911 Hampshire Road New York 24, N.Y. C. 83 1212
	George L. Ruffin			1000 1st St. N.E. Washington 25 C. 83 1212

[illegible]

- (c) The seller shall be responsible for the cost of the transportation of the goods from the place of origin to the place of destination, and for the cost of the insurance of the goods during the transportation.

Please do not write in  
this space

Name (complete  
in full, preferably on  
last page, or last  
classification)

## LIST 97

### Statement of Affairs

(Balance sheet - Assets, Liabilities, Contingencies, etc.)

Value of assets, liabilities, etc. as at the date of the statement

Note:  
The principal liability  
of the company, or  
contingency, should be  
shown in full, and  
the name of the  
creditor, or each  
creditor.

No.	Name and address of creditor, or full name	Unit - no. of shares held	Date when due	Amount of claim
1	1st National Bank Ltd. 100, Broad Street London, W.C.2		12/1/15	34,842
2	2nd National Bank Ltd. 100, Broad Street London, W.C.2		12/1/15	56,21
3	3rd National Bank Ltd. 100, Broad Street London, W.C.2		12/1/15	500
4	4th National Bank Ltd. 100, Broad Street London, W.C.2		12/1/15	39,124
5	5th National Bank Ltd. 100, Broad Street London, W.C.2		12/1/15	2,705

[illegible]

## Notes to the Statement of Affairs

1. The statement of affairs takes no account of the cost and expense of the Administration process.
2. The inclusion of any creditor in the statement of affairs is not an admission of liability. All claims will be subject to adjudication.

Paragraph 115 of Schedule B1

Form 2.32B(Scot)

The Insolvency Act 1986

**B1/115****Notice of insufficient property  
for distribution to unsecured  
creditors other than by virtue  
of s.176A(2)(a)**

Pursuant to paragraph 115 of Schedule B1 to the Insolvency Act 1986

Name of Company

Care in the Community Limited

Company number

SC197292

(a) Insert full  
name(s) and  
address(es) of  
administrator(s)I/We (a) James Bernard Stephen  
BDO LLP  
4 Atlantic Quay  
70 York Street  
Glasgow  
G2 8JXFrancis Graham Newton  
BDO LLP  
1 Bridgewater Place  
Leeds  
LS11 5RU

(IP No(s). 9273 9310)

administrator(s) of (b)

(b) Insert name and  
address of  
registered office of  
company

(b) Care in the Community Limited, 4 Atlantic Quay, 70 York Street, Glasgow, G2 8JX

hereby give notice pursuant to paragraph 115(2) of Schedule B1 to the Insolvency Act 1986 that I/we consider that the above company has insufficient property to enable a distribution to be made to unsecured creditors other than by virtue of section 176A(2)(a) of that Act.

Signed

Dated

**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 form.

The contact information that you give will be visible to searchers of the public record

James Bernard Stephen  
BDO LLP  
4 Atlantic Quay  
70 York Street  
Glasgow  
G2 8JX

DX Number LP 55 Glasgow - 6

01412 483 761  
DX Exchange

Companies House receipt date barcode

When you have completed and signed this form, please send it to the Registrar of Companies at:-  
Companies House, 4<sup>th</sup> Floor, Edinburgh Quay 2, 139 Fountainbridge,  
Edinburgh, EH3 9FF  
DXED235 Edinburgh 1 / LP- 4 Edinburgh 2

## **APPENDIX E - A CREDITORS' GUIDE TO ADMINISTRATORS' REMUNERATION (SCOTLAND)**

This guide applies to all appointments on or after 6 April 2006. Any creditor requiring guidance on a case where the Insolvency Practitioner was appointed prior to 6 April 2006 should refer to the previous guide, which should have been issued to all creditors at the time of appointment.

### **1 Introduction**

When a company goes into administration the costs of the proceedings are paid out of the company's assets in priority to creditors' claims. The creditors, who hope eventually to recover some of their debts out of the assets, therefore have a direct interest in the level of costs, and in particular the remuneration of the insolvency practitioner appointed to act as administrator. The insolvency legislation recognises this interest by providing mechanisms for creditors to determine the basis of the administrator's remuneration. This guide is intended to help creditors be aware of their rights under the legislation to approve and monitor remuneration and outlays and explain the basis on which remuneration and outlays are fixed.

### **2 The Nature of Administration**

Administration is a procedure which places a company under the control of an insolvency practitioner and the protection of the court with the objective of:

- (a) rescuing the company as a going concern, or
- (b) 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
- (c) realising property in order to make a distribution to one or more secured or preferential creditors

Administration may be followed by a company voluntary arrangement or liquidation.

### **3 The Creditors' Committee**

Where a meeting is held by the Administrator the creditors have the right to appoint a committee with a minimum of 3 and a maximum of 5 members. One of the functions of the committee is to determine the basis of the administrator's remuneration. The committee is established at the meeting of creditors which the administrator is required to hold within 10 weeks of the administration order (or longer with the consent of the court) to consider his proposals. The administrator must call the first meeting of the committee within 3 months of its establishment, and subsequent meetings must be held either at specified dates agreed by the committee, or when a member of the committee asks for one, or when the administrator decides he needs to hold one. The committee has power to summon the administrator to attend before it and provide such information as it may require.

### **4 Fixing the Administrator's Fees**

The basis for fixing the administrator's remuneration is set out in Rule 2.39 of the Insolvency (Scotland) Rules 1986 which states that it may be a commission calculated by reference to the value of the company's property with which he has to deal. It is for the creditors' committee (if there is one) to fix the remuneration and Rule 2.39 says that in arriving at its decision the committee shall take into account:

- the work which, having regard to the value of the company's property, was reasonably undertaken by the administrator; and
- the extent of his responsibilities in administering the company's assets.

Although not specifically stated in the rules, the normal basis for determining the remuneration will be that of the time costs properly incurred by the administrator and his staff.

If there is no creditors' committee, or the committee does not make the requisite determination, the administrator's remuneration will be fixed by the creditors.

Where no meeting is held, the administrator's remuneration is approved by each secured creditor of the company or where a distribution to the preferential creditors is proposed by each secured creditor and 50% in value of the preferential creditors disregarding those who do not respond or withhold approval.

### **5 What Information should be Provided by the Administrator?**

Claims by the administrator for the outlays reasonably incurred by him and for his remuneration shall be made in accordance with Rule 2.39 of the Insolvency (Scotland) Rules 1986 which provides that within two weeks after the end of an accounting period, the administrator shall submit to the creditors' committee or if there is no creditors' committee, to a meeting of creditors:

- his accounts of intromissions for audit;
- a claim for the outlays reasonably incurred by him and for his remuneration, broken down into category 1 disbursements, being those costs where there is specific expenditure relating to the administration of the insolvent's

affairs and referable to payment to an independent third party, and category 2 disbursements, which are costs which include elements of shared or allocated costs, and are supplied internally by the administrator's own firm and

The administrator may at any time before the end of an accounting period submit to the creditors' committee or a meeting of creditors an interim claim for category 1 and 2 disbursements reasonably incurred by him and for his remuneration.

When seeking agreement to his fees and disbursements, the administrator should provide sufficient supporting information to enable the committee or the creditors to form a judgement as to whether the proposed fee and disbursements are reasonable having regard to all circumstances of the case. The nature and extent of the supporting information which should be provided will depend on:

- the nature of the approval being sought;
- the stage during the administration of the case at which it is being sought; and
- the size and complexity of the case.

Where, at any creditors' committee meeting or meeting of creditors, the administrator seeks agreement to the terms on which he is to be remunerated, he should provide the meeting with details of the charge-out rates of all grades of staff, including principals, which are likely to be involved on the case.

Where the administrator seeks agreement to his remuneration during the course of the administration, he should always provide an up to date receipts and payments account. Where the proposed remuneration is based on time costs the administrator should disclose to the committee or the creditors the time spent and the charge-out value in the particular case, together with, where appropriate, such additional information as may reasonably be required having regard to the size and complexity of the case. The additional information should comprise a sufficient explanation of what the administrator has achieved and how it was achieved to enable the value of the exercise to be assessed (whilst recognising that the administrator must fulfil certain statutory obligations that might be seen to bring no added value for creditors) and to establish that the time has been properly spent on the case. That assessment will need to be made having regard to the time spent and the rates at which that time was charged, bearing in mind the factors set out in paragraph 4.1 above. To enable this assessment to be carried out it may be necessary for the administrator to provide an analysis of the time spent on the case by type of activity and grade of staff. The degree of detail will depend on the circumstances of the case, but it will be helpful to be aware of the professional guidance which has been given to insolvency practitioners on this subject. The guidance suggests the following areas of activity as a basis for the analysis of time spent:

- Administration and planning
- Investigations
- Realisation of assets
- Trading
- Creditors
- Any other case specific matters

The following categories are suggested as a basis for analysis by grade of staff:

- Partner
- Manager
- Other senior professionals
- Assistants and support staff

The explanation of what has been done can be expected to include an outline of the nature of the assignment and the administrator's own initial assessment, including the anticipated return to creditors. To the extent applicable it should also explain:

- Any significant aspects of the case, particularly those that affect the amount of time spent.
- The reasons for subsequent changes in strategy.
- Any comments on any figures in the summary of time spent accompanying the request the administrator wishes to make.
- The steps taken to establish the views of creditors, particularly in relation to agreeing the strategy for the assignment, budgeting, time recording, or the drawing, or agreement of remuneration.
- Any existing agreement about remuneration.
- In cases where there are distributable funds available to unsecured creditors by means of the creditors' prescribed part, how the administrator has allocated remuneration and costs with regard to dealing with the administration of and agreeing of unsecured creditors' claims. Remuneration in respect of time spent dealing with issues specific to the funds for ordinary creditors will be applied against the creditors prescribed part, prior to the funds being distributed, and will not be applied against the total funds available to all creditors, including those available to the floating charge holder.
- Details of how other professionals, including subcontractors, were chosen, how they were contracted to be paid, and what steps have been taken to review their fees.

It should be borne in mind that the degree of analysis and form of presentation should be proportionate to the size and complexity of the case. In smaller cases not all categories of activity will be relevant, whilst further analysis may be necessary in larger cases.

Where the remuneration is charged as a commission based on the value of the company's property with which the administrator has had to deal, the administrator should provide details of any work which has been or is intended to be contracted out which would normally be undertaken directly by the administrator or his staff.

Any claim for outlays must be approved in the same way as remuneration. Professional guidance issued to Insolvency Practitioners requires that where the administrator proposes to recover costs which, whilst being in the nature of expenses or disbursements may include an element of shared or allocated costs (such as room hire, document storage or communication facilities) they must be approved as if they were remuneration. Such disbursements must be directly incurred on the case and subject to a reasonable method of calculation and allocation. A charge for disbursements calculated as a percentage of the amount charged for remuneration is not allowed.

Payments to outside parties in which the office holder or his firm or any associate has an interest should be disclosed to the body approving remuneration and should be treated in the same way as payments to himself. They therefore require specific approval as remuneration prior to being paid.

## **6 What If a Creditor is Dissatisfied?**

If the administrator's remuneration has been fixed by the creditors' committee or by the creditors, by virtue of Rule 2.39A of the Insolvency (Scotland) Rules 1986, any creditor or creditors of the company representing in value at least 25 per cent of the creditors may apply to the court not later than eight weeks after the end of an accounting period for an order that the administrator's remuneration be reduced, on the grounds that it is, in all the circumstances excessive.

Notwithstanding the fact that the statutory time limit for appealing expires eight weeks from the end of the accounting period concerned, it is normal practice to advise the creditors that they may appeal within 14 days of being notified of the determination in cases where this extends beyond the statutory appeal period.

## **7 What if the Administrator is Dissatisfied?**

If the administrator considers that the remuneration fixed by the creditors' committee or by resolution of the creditors is insufficient he may apply to the court for an order increasing its amount or rate. If he decides to apply to the court he must give at least 14 days' notice to the members of the creditors' committee and the committee may nominate one or more of its members to appear or be represented on the application. If there is no committee, the administrator's notice of his application must be sent to such of the company's creditors as the court may direct, and they may nominate one or more of their number to appear or be represented. The court may order the costs to be paid as an expense of the administration.

## **8 Other Matters Relating to Fees**

Where there are joint administrators it is for them to agree between themselves how remuneration payable should be apportioned. Any dispute arising between them may be referred to the court, the creditors' committee or a meeting of creditors.

September 2013

## APPENDIX F - BDO LLP REMUNERATION AND DISBURSEMENTS POLICY

In accordance with best practice we provide below details of policies of BDO LLP in respect of fees and expenses for work in relation to the above insolvency.

The current charge out rates per hour of staff within our firm who may be involved in working on the insolvency follows:

Charge Out Rates by Staff Grade	From 04/07/2015	From 01/02/2014	From 11/05/2013	From 01/05/2012
	£	£	£	£
Partner1	449	428	428	345
Principal	311 - 347	330	330	296
Director/ Senior Manager	265 - 288	252-296	274 - 296	273
Manager	224 - 265	189-213	252 - 274	214
Assistant Manager	179 - 198	170	189 - 213	170
Cashier/Senior Cashier	134-198	128-189	170	159
Senior Administrator	167 - 179	128-170	170	145
Administrator	97- 167	59-159	128 - 170	128
Support staff/Secretary	62-77	59-63	59 - 159	58

This in no way implies that staff at all such grades will work on the case.

The rates charged by BDO LLP are reviewed 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. Units of time can be as small as 3 minutes. BDO LLP records work in respect of insolvency work under the following categories:-

- Pre Appointment
- Steps upon Appointment
- Planning and Strategy
- General Administration
- Asset Realisation/Management
- Trading Related Matters
- Employee Matters
- Creditor Claims
- Reporting
- Distribution and Closure
- Other Issues

Under each of the above categories the work is recorded in greater detail in sub categories. Please note that the 11 categories provide greater detail than the six categories recommended by the Recognised Professional Bodies who are responsible for licensing and monitoring insolvency practitioners.

Where an officeholder's remuneration is approved on a time cost basis the time invoiced to the case will be subject to VAT at the prevailing rate.

Where remuneration has been approved on a time costs basis a periodic report will be provided to any committee appointed by the creditors or in the absence of a committee to the creditors. The report will provide a breakdown of the remuneration drawn and will enable the recipients to see the average rates of such costs.





## Other Costs

Where expenses are incurred in respect of the insolvent estate they will be recharged. Such expenses can be divided into two categories.

### Category 1

This heading covers expenses where BDO LLP has met a specific cost in respect of the insolvent estate where payment has been made to a third party. Such expenses may include items such as advertising, couriers, travel (by public transport), land registry searches, fees in respect of swearing legal documents etc. In each case the recharge will be reimbursement of a specific expense incurred.

### Category 2

Insolvency practice additionally provides for the recharge of expenses such as postage, stationery, photocopying charges, telephone, fax and other electronic communications, which cannot be economically recorded in respect of each specific case. Such expenses, which are apportioned to cases, must be approved by the creditors in accordance with the Insolvency Rules 1986, before they can be drawn, and these are known as category 2 disbursements. The current policy of BDO LLP is to recharge this expense on the basis of a figure based upon the number of creditors with whom we have to communicate and report during the insolvency. This is the method of calculation that was historically provided under statutory orders for the Official Receiver.

In respect of the Administration we propose to charge £12.50 (plus VAT) for the first year and £6.25 (plus VAT) for each subsequent year, per creditor. This will cover the disbursement costs of for postage and stationery for all reports and letters, together with all copying charges and telephone and email costs. Creditors will be invited to approve a resolution to this effect. During the first year the Administrators will issue 3 reports and in successive years 2 reports.

A further disbursement under this heading is the cost of travel where staff use either their own vehicles or company cars in travelling connected with the insolvency. In these cases a charge of 45p per mile is raised which is in line with the Inland Revenue Approved Mileage Rates (median - less than 10,000 miles per annum) which is the amount the firm pays to staff. Where costs are incurred in respect of mileage, approval will be sought in accordance with the Insolvency Rules 1986 to recover this disbursement.

Where applicable, all disbursements will be subject to VAT at the prevailing rate.



## APPENDIX G - CREDITOR'S QUESTIONNAIRE

1. Name of Creditor (Your Name)
  
2. How long have you been supplying the Company?
  
3.
  - a) On what date did you last supply goods to the Company?
  
  - b) What is the age of the oldest debt?
  
4. What were the agreed credit terms with the Company?
  
5. On what date did the Company first exceed the agreed credit terms?
  
6. Did you at any time refuse to continue supplying the Company on credit, or seek to recover goods not paid for?
  
7. Were any payments from the Company not honoured?
  
8. What, if any, action did you take to obtain payment, e.g. issuing a writ?
  
9. What was the Company's reaction to any action you have indicated you took under question 7?



**APPENDIX H - FORM TO REQUEST CREDITORS MEETING**

<b>Name of Company</b> Care in the Community Limited	<b>Company Number</b> SC197292
<b>In the Court of Session</b>	<b>Court Case Number</b> unknown

**(a) Insert full name and address of the creditors making the request**

Request a meeting of creditors of      Care in the Community Limited  
c/o BDO LLP  
4 Atlantic Quay  
70 York Street  
Glasgow  
G2 8JX

**(b) Insert amount of claim**      My claim in the Administration is (b) £

**(c) Insert full names and addresses of creditors concurring with the request (if any) and their claims in the Administration if the requesting creditor's claim is below the required 10%**      (c)

Concur with the above request, and attach copies of their written confirmation of concurrence.

**(d) Insert details of purpose of the meeting**      The purpose of the meeting is (d)

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPENDIX I****Rule 4.15 The Insolvency Act 1986****Form 4.7 (Scot)****Statement of Claim by Creditor**

Pursuant to Rule 4.15(2)(a) of the Insolvency (Scotland) Rules 1986

**WARNING**

It is a criminal offence

- for a creditor to produce a statement of claim, account, voucher or other evidence which is false, unless he shows that he neither knew nor had reason to believe that it was false; or

- for a director or other officer of the company who knows or becomes aware that is false to fail to report it to the liquidator within one month of acquiring such knowledge.

On conviction either the creditor or such director or other officer of the company may be liable to a fine and/or imprisonment.

**Notes**

(a) Insert name of company

(a) Care in the Community Limited - In Administration

(b) Insert name and address of creditor

(b)

(c) Insert name and address, if applicable, of authorised person acting on behalf of the creditor

(c)

(d) Insert total amount as at the due date (see note (e) below) claimed in respect of all the debts, the particulars of which are set out overleaf.

I submit a claim of (d) £ \_\_\_\_\_ in the administration of the above company and certify that the particulars of the debt or debts making up that claim, which are set out overleaf, are true, complete and accurate, to the best of my knowledge and belief.

(e) The due date in the case of a company

(i) which is subject to a voluntary arrangement is the date of a creditors' meeting in the voluntary arrangement;

(ii) which is in administration is the date on which the company entered administration;

(iii) which is in receivership is the date of appointment of the receiver; and

(iv) which is in liquidation is the commencement of the winding up.

Signed \_\_\_\_\_  
Creditor/person acting on behalf of creditor

The date of commencement of the winding up is

(i) in a voluntary winding up the date of the resolution by the company for winding up (sect. 86 or 98); and

(ii) in a winding up by the court, the date of the presentation of the petition for winding up unless it is preceded by a resolution for voluntary winding up (section 129)

Date \_\_\_\_\_

**Rule 4.15**

From 4.7 (Scot) (contd.)

**PARTICULARS OF EACH DEBT****Notes**

A separate set of particulars should be made out in respect of each debt.

- |  |  |
|--|--|
| <p>1. Describe briefly the debt, giving details of its nature, the date when it was incurred and when payment became due</p> <p>Attach any documentary evidence of the debt, if available.</p> <p>2. Insert total amount of the debt, showing separately the amount of principal and any interest which is due on the debt as at the due date (see note (e)). Interest may only be claimed if the creditor is entitled to it. Show separately the VAT on the debt and indicate whether the VAT is being claimed back from HM Customs and Excise.</p> <p>3. Insert the nature and amount of any preference under Schedule 6 to the Act claimed in respect of the debt.</p> <p>4. Specify and give details of the nature of any security held in respect of the debt, including:-</p> <p>(a) the subjects covered and the date when it was given;</p> <p>(b) the value of the security</p> | <p>1. <b>Particulars of debt</b></p> <p>2. <b>Amount of debt</b></p> <p>3. <b>Preference claimed for debt</b></p> <p>4. <b>Security for debt</b></p> |
|--|--|

Security is defined in section 248(b) of the Insolvency Act 1986 as meaning '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)'. For claims in administration procedure security also includes a hire purchase agreement, agreement for the hire of goods for more than three months and a conditional sale agreement (see Rule 2.33).

In liquidation only the creditor should state whether he is surrendering or undertakes to surrender his security; the liquidator may at any time after 12 weeks from the date of commencement of the winding up (note (e)) require a creditor to discharge a security or to convey or assign it to him on payment of the value specified by the creditor.

- |  |                                       |
|--|---------------------------------------|
| <p>5. In calculating the total amount of his claim in a liquidation, a creditor shall deduct the value of any security as estimated by him unless he surrenders it (see note 4).</p> | <p>5. <b>Total amount of debt</b></p> |
|--|---------------------------------------|

Rule 4.15

From 4.7 (Scot) (contd.)

## **PARTICULARS OF EACH DEBT**

### **Notes**

A separate set of particulars should be made out in respect of each debt.

- |  |                      |
|--|----------------------|
| 6. In the case of a member state liquidator creditor, specify and give details of underlying claims in respect of which he is claiming as creditor | 6. Underlying claims |
|--|----------------------|



APPENDIX J - FORM 2.16B (SCOT)

Rule 2.25

Form 2.16B(Scot)

The Insolvency Act 1986

**R2.25**

**Statement of administrator's proposals**

Pursuant to paragraph 49 of Schedule B1 to the Insolvency Act 1986 and Rule 2.25 of the Insolvency (Scotland) Rules 1986

Name of Company

Care In the Community Limited

Company number

SC197292

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

We (a)  
James Bernard Stephen  
BDO LLP  
4 Atlantic Quay  
70 York Street  
Glasgow  
G2 8JX

Francis Graham Newton  
BDO LLP  
1 Bridgewater Place  
Leeds  
LS11 5RU

attach a copy of our proposals in respect of the administration of the above company.

A copy of these proposals was sent to all known creditors on

(b) Insert date

(b) 17 June 2016

Signed

Joint / Administrator(s)

Dated

16/6/16

**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 form.

The contact information that you give will be visible to searchers of the public record

James Bernard Stephen  
BDO LLP  
4 Atlantic Quay  
70 York Street  
Glasgow  
G2 8JX

DX Number LP 55 Glasgow - 6

01412 483 761  
DX Exchange

Companies House receipt date barcode

When you have completed and signed this form, please send it to the Registrar of Companies at-  
**Companies House, 4<sup>th</sup> Floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, EH3 9FF**  
**DXED235 Edinburgh 1 / LP- 4 Edinburgh 2**