In accordance with Rule 2.38 of the Insolvency (England & Wales) Rules 2016 and Sections 4(6) and 4(6A) of, or paragraph 30 of Schedule A1 to, the Insolvency Act 1986.

# CVA1

# Notice of voluntary arrangement taking effect



VEDNESDAY



A21 06/01/2021 COMPANIES HOUSE

#74

1	Company details	
Company number	0 7 1 7 6 3 9 8	→ Filling in this form Please complete in typescript or in
Company name in full	Inside Outside Marquee Hire Ltd	bold black capitals.
·		
2	Supervisor's name	
Full forename(s)	Michael	
Surname	Hall	
3-	Supervisor's address	
Building name/number	2nd Floor	
Street	Arcadia House	
Post town	15 Forlease Road	
County/Region	Maidenhead	
Postcode	S L 6 1 R X	
Country		
4	Supervisor's name •	
Full forename(s)		
Surname	Newell	Use this section to tell us about another supervisor.
5	Supervisor's address <sup>®</sup>	
Building name/number	2nd Floor	Other supervisor
Street	Arcadia House	Use this section to tell us about another supervisor.
Post town	15 Forlease Road	
County/Region	Maidenhead	
Postcode	SL6 1 RX	
Country		

CVA1
Notice of voluntary arrangement taking effect

6	Date CVA took effect	
Date	3 0 1 1 2 0 2 0 2 0	
7	Report of consideration of proposal	
	☑ I attach a copy of the report of consideration of the proposal	
8	Sign and date	
Supervisor's signature	X Chiloelthall X	
Signature date		

# CVA<sub>1</sub>

Notice of voluntary arrangement taking effect

# Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Michael Hall		
Company name	Quantuma Advisory Limited		
Address	Office D		
	Beresford House		
Post town	Town Quay		
County/Region	Southampton		
Postcode	S O 1 4 2 A Q		
Country			
DX	info@quantuma.com		
Telephone	02380336464		

# ✓ 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



Company Number: 07176398

In the High Courts of Justice CR-2020-004226

# IN THE MATTER OF THE INSOLVENCY ACT 1986 AND Inside Outside Marquee Hire Ltd

### CHAIRMAN'S REPORT OF THE CONSIDERATION OF A PROPOSAL

I, Michael Hall of Quantuma Advisory Limited, 81 Station Road, Marlow, Bucks, SL7 1NS, Joint Nominee of Inside Outside Marquee Hire Ltd ("the Company") together with my colleague Chris Newell, acted as Chair of the meetings of creditors and members held as follows:

## Meeting of creditors

Held on:

30 November 2020

At:

11:00am

Platform:

Telephone

# **Meeting of members**

Held on:

30 November 2020

At:

Due 11:30am delayed to 12.00pm

At:

1 Farnham Road, Guildford, Surrey, GU2 4RG

I hereby report that the proposal for a voluntary arrangement was approved by the creditors and the members with attached modifications.

## **Meeting of creditors**

- 1. Creditors and the Directors proposed modifications, details of which are at Appendix I.
- 2. The Chair highlighted some of the key reasons for the Company's distress, detailed the Statement of Affairs and commented on some of the assumptions in the cashflow forecast.
- 3. The Chair then requested any questions from creditors present which are detailed at **Appendix II** together with responses.
- 4. A vote of the creditors was taken on the following resolution:

"'The approval of the Voluntary Arrangement with modifications from the Directors and HMRC"

Details as to how each creditor voted is set out at **Appendix III**. Prior to the circulation of the modifications, a number of creditors submitted votes in favour of the Voluntary Arrangement without modifications and did not submit a revised proxy. Where there is no specific instruction the proxy form expressly gives the Chair discretion to abstain (or vote) on the resolution. The chair chose to abstain, so those votes are listed as such.

- 5. It was noted that those valid votes in favour of the resolution to approve the proposal as modified (100%) 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, as detailed at **Appendix III.**
- 6. It was noted that there were creditors voting at the meeting who were connected with the Company. The Chair confirmed that, after excluding the votes of connected creditors, the valid unconnected creditors voting in favour of the proposal as modified (100%) exceeded the requisite majority, namely 50% or more in value of the unconnected creditors, as detailed at **Appendix III**.

- 7. The Chair declared the resolution passed and that the proposal for a CVA was approved with modifications, as detailed at **Appendix I** which were circulated to creditors prior to the meeting and which were accepted and signed by the directors either prior to the meeting or at the meeting.
- 8. No nominations for members of a creditors committee were received so the Chair confirmed that no committee of creditors was appointed.
- 9. HM Revenue and Customs' modification 30 required that funds sufficient for winding up proceedings against the Company be paid to the nominee by the time of the meeting of creditors. The Chair confirmed that funds in the sum of £3,500 had been received which complied with the modification.

# **Meeting of members**

- 1. Members did not propose any modifications to the proposal.
- 2. A vote of the members was taken on the following resolution:

"The approval of the Voluntary Arrangement with modifications from the Directors and HMRC"

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

- 3. It was noted that those voting in favour of the resolution to approve the proposal as modified exceeded the requisite majority necessary to pass the resolution, namely in excess of one half in value of the members present in person or by proxy and voting on the resolution.
- 4. The members were asked to agree to the meeting being held at short notice. This was agreed by the members, in accordance to the attached consent to short notice signed by the members, and the meeting was therefore held at short notice.
- 5. The Chair declared the resolution passed and that the proposal for a CVA was approved with modifications, as detailed at **Appendix I**.

# Other matters

6. 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.

Michael Hall

Chair of the meetings and Joint Supervisor of the

Company Voluntary Arrangement of Inside Outside Marquee Hire Ltd

Dated: 30 November 2020



#### **APPENDIX**

A summary of the modifications to the proposal is listed and enclosed:

No.	Modification	Accepted / rejected by creditors	Accepted / rejected by directors
1	HM Revenue & Customs' modifications	Accepted	Accepted
2	Directors' modification	Accepted	Accepted
		-	

	Modifications proposed by Voluntary Arrangements Service (VAS) on behalf of H M Revenue & Customs in respect of: -
	If any of the modifications are not accepted then the VAS vote(s) must be taken as a rejection.
EFF	ECT
1.	(Interpretation) Any modification to the entire proposal approved by creditors and accepted by the company shall wholly supersede any contradictory terms or implied provisions in the proposal. Any conflicting modification(s) proposed by creditors shall be fully resolved prior to approval of the proposal in order that the intention of the modification is given priority and effect.
2.	(Variation) No variation shall be proposed following approval of the arrangement that would cause or have the effect of varying or removing modifications imposed by HMRC in support of the proposal without the express agreement of the HMRC Voluntary Arrangements Service.
3.	(Variation) The company shall not, within 12 months of approval of the arrangement, propose a variation that will reduce the yield to creditors below that forecast unless the Supervisor can provide clear evidence that the resolution results from changed trading circumstances that could not have been foreseen when the proposal was made to creditors. The Supervisor's evidence together with supporting financial information and notice of a creditors' vote shall be circulated to creditors giving at least 14 days clear notice. No variation fee shall be drawn without creditors' approval.
HM	RC CLAIM(S)
4.	(Taking Control of Goods or 'distraint' in Northern Ireland) In return for HMRC surrendering its security for the benefit of creditors as a whole, the Controlled Goods Agreement is to be paid as an expense of the voluntary arrangement to the extent of an agreed valuation of the goods which have been taken control of and in a sum no greater than the valuation, plus specified costs. The company shall introduce sufficient funds over the duration of the arrangement to ensure that the dividend to unsecured creditors is not reduced by this payment.
5.	(HMRC claim) The HMRC claim in the arrangement will include PAYE/NIC together with assessed tax, levy or duty (VAT) due to the day before 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.
	Due to the substantial support that has been provided by HMRC under the Coronavirus Job Retention Scheme, any PAYE and National Insurance contributions arising from CJRS are expected to have been paid in full. If not, these must be treated as priority repayments in the arrangement, ahead of all other unsecured creditor claims (including other elements of HMRC's claim).
6.	(Time limit) No time limit for lodging claims shall apply to HMRC.
7.	(Post approval returns and liabilities) All statutory returns and payments due to HMRC post approval of the arrangement shall be provided on or before their due date
8.	(Time to Pay Arrangements) Due to the present Covid-19 situation, companies are advised to contact HM Revenue and Customs Covid-19 helpline if they need support with their post CVA liabilities.
	Whilst the situation is constantly changing, HMRC will not treat the agreement of a short-term time to pay arrangement as a breach of the CVA.

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**OFFICIAL** 

Agreed. A. THONY BOOTH. 27-11-2020



However, HMRC reserves the right to review this in line with the government's guidelines, and when business as usual commences, the following modification will then apply.

If any Time to Pay Arrangement is agreed with any other HMRC line of business other than the Voluntary Arrangement Service we may review any such arrangement on its merits then and cancel if appropriate, this may then constitute a breach of the arrangement

- 9. (Post approval returns and liabilities and time to pay) Should the company find itself unable to pay HMRC any post CVA liabilities which fall due after 30/11/2020 (CVA Agreement Date) they must contact the Voluntary Arrangements Service to advise them of this.
- 10. (Outstanding returns) Should any statutory accounts and returns be overdue at the date of the creditors' meeting they shall be provided to HMRC within 30 days of the approval date together with any other information required in support of the return.
- (Dividend prohibition) No non preferential distribution will be made until the HMRC Final Claim 11. has been made and the supervisor has admitted the claim for dividend purposes.
- 12. (Expenses of arrangement) CTSA NAT due on realisation of assets included in the arrangement will be regarded as an expense of realising the asset payable out of the net sale proceeds.
- 13. (Tax-Overpayments) Set-off of refunds due from the Crown against debts due to the Crown will be in accordance with statute and established legal principles.

Any repayment due to the company for periods for which claims arise under the arrangement, when so ever they may arise, shall firstly be offset against HMRC's claims in the arrangement. Any remaining surplus shall be similarly applied to the claims of other Crown departments and should any surplus remain it shall be repaid to the company.

Any repayments due to the company for periods that arise after the arrangement shall be applied to any post approval HMRC liability with any surplus being repaid to the company.

# GENERAL

- (Co debtors) The release of the company from its debts by the terms of CVA shall not operate as a release of any co-debtor for the same debts.
- (Increased claims) Where the total value of creditor's claims exceeds by 10% or more of the 15. stated value of their affairs supplied by the company for the purposes of this proposal this will constitute a breach of the arrangement. In the event of such a breach the supervisor shall ascertain from creditors what they wish to do in the context of the arrangement overall.
- (Termination) The arrangement shall terminate upon: 16.
  - (a) The making of a winding up order against the company, the passing of a winding up resolution or the company going into administration.
  - (b) (where there is express authority for the supervisor so doing) the supervisor issuing a certificate of termination.
- (Arrangement trusts) Upon termination of the arrangement the trusts expressed or implied shall 17. cease, save that assets already realised shall (after provision for supervisor's fees and disbursements) be distributed to arrangement creditors.

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ANTHONY BOOTY.
27-11-2020

(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 15.34 shall apply where any variation is proposed.

Within the first twelve months of approval of the arrangement the following shall apply -If any breach of obligation is not remedied within 30 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. For the remainder of the arrangement the following shall apply -

If any breach of obligation is not remedied within 30 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

# **CONTRIBUTIONS/REVIEWS**

- 19. (Payments) The company is to make no fewer than 64 monthly voluntary contributions during the term of the arrangement.
- 20. Due to the substantial support that has been provided by HMRC under the Coronavirus Job Retention Scheme, any PAYE and National Insurance contributions arising from CJRS are expected to have been paid in full. If not, these must be treated as priority repayments in the arrangement, ahead of all other unsecured creditor claims (including other elements of HMRC's claim).
- (Annual contribution review) The supervisor is to conduct a full review, at each anniversary of the arrangement, based upon the month end immediately preceding the anniversary of the arrangement of the company's business income and expenditure. To enable the supervisor to perform this function management accounts to include Profit and Loss for the preceding 12 months shall be furnished to the supervisor together with the relevant balance sheet and cash flow projection for the following 12 month period within one month of the anniversary. The supervisor shall obtain an increase in voluntary contributions of not less than 50% of any rise in net income after provision for tax.
- (Directors loans) Directors and shareholders are within 12 months of the approval date to repay in full all loans made to them by the company. The company is within 7 days of receipt to pass all monies recovered to the supervisor for the benefit of the arrangement. The directors and shareholders shall not borrow any further funds from the company for the duration of the arrangement. Failure to repay loans and/or of the company officers incurring additional loan accounts shall be deemed an irrevocable breach of the arrangement.
- (Duration) The duration of the CVA shall not exceed 5 years and 4 months, per Proposal para 23. 6.14, plus 6 months for the Joint Supervisors to complete, without the prior approval of a 75% majority in value of creditors' claims voting for the resolution.
- 24. (Contributions) Within the first twelve months of approval of the arrangement the following shall apply -If the Company should fail to pay 3 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. Where contributions due become more than three months in arrears 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.

For the remainder of the arrangement the following shall apply -Should any voluntary contribution fall 30 days into arrears or fall below the amount specified in the arrangement and remain so after 30 days this shall constitute a failure of the arrangement and the Supervisor shall petition for the compulsory winding up of the company.

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(Statutory Interest) Where creditors' claims are met in full, S189 IA1986 shall apply. All references to winding up shall be taken as references to CVA and statutory interest shall be paid from the date the arrangement is approved, or the date of any earlier winding up order, or administration to the date of payment so far as available funds will allow.

# **DIRECTORS AND SHAREHOLDERS**

# The directors of the company shall not:

- a) declare or pay any dividend to themselves or the shareholders of the company for the duration of the voluntary arrangement.
- b) declare or pay themselves additional remuneration and or fees
- c) increase the remuneration of any person involved in the management of the business, whether by way of increase in salary, payment, bonus or benefit.
- d) enter into any contract or undertaking for the sale of the business nor dispose of the goodwill or of any assets or goodwill forming part of or essential to its continuing trade.
- e) create or extend any mortgage, debenture, charge or security over any part of the company/business except for those that subsist at the date of the proposal. This shall not affect any commercial factoring or similar arrangement.

## COMPLETION

The arrangement shall not be capable of successful completion until all unsecured, nonpreferential creditors claiming in the arrangement have received a minimum dividend of 60 pence in the pound (p/£).

# **FEES**

- (Expenses of VA) HMRC petition costs are to be paid as an expense of the arrangement in priority to the unpaid nominee's fees and expenses as at the date of the meeting of creditors, supervisor's fees, remuneration and disbursements.
- (Fees) The supervisor's fee shall not exceed £24,000.00 in total and shall be drawn 29. proportionately in line with receipts.
- (Winding up fees) On the day of the creditors meeting which approves the proposal the 30. company shall pay over to the nominee in cleared funds sufficient for winding up proceedings against the company. Should the full amount of cleared funds not be received by the time of the meeting of creditors this shall be deemed non-acceptance of this modification and as such HMRC's vote shall be counted as one for rejection of the proposal.
- The supervisor shall confirm in their report of the meeting of creditors that sufficient funding has been received.
- (Liquidation costs provision) The supervisor shall retain sufficient funds for winding up 32. proceedings against the company and such funds will rank ahead of any other expense of the arrangement. For the avoidance of doubt this shall include unpaid nominee's fees and expenses as at the date of the meeting of creditors at which the proposal is approved. Funds set aside under this provision shall not be used to fund a creditors' voluntary liquidation and shall remain an asset of the arrangement. Funds retained by the supervisor to enable winding up proceedings to be taken shall be distributed to creditors upon satisfactory completion of the arrangement subject to a limit of 100 pence in the pound being achieved.

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Signed

LT Malin

Name

**LUKE THOMAS MALIN** 

Date

24/11/2020

**AUTHORISED TO SIGN ON BEHALF OF HM REVENUE & CUSTOMS** 

IAN BOOM

Agreed

AB.

ANTHONY BOOTH

27-11-2020

# Director's Modifications

# **APPENDIX II**

# **SCHEDULE OF POINTS RAISED**

Schedule of points raised by the creditors and/or their representatives at the meeting of creditors held on 30 November 2020 at 11:00am.

POINT/MATTER	RAISED BY	REPLY	ANSWERED BY	
When will the director Anthony Booth receive money from the CVA compared to the other creditors?	Lauren Leigh Doyle	No connected party will receive a dividend from the CVA. Connected debts will survive arrangement.	Michael Hall	
Clarify the word deposit used for their claim, as not all of their claim was used as a deposit.	si si	"Deposit" was just used to represent the debt owed, as the majority of the customer claims were deposits. But creditors can claim for any money they are owed from the Company.		
Is the meeting recorded	Anthony Booth	Yes	a ti	
Is there any insurance cover that the Company can use to recover costs due to creditors.	Mark Francis	lain Booth tried to get insurers to cover costs, but they wouldn't pay out. He also tried to get Covid cover pay-out but couldn't receive funding.	lain Booth	
Any allowance for further costs incurred on top of funds paid? Could interest/inconvenience costs be added?	Henry Watts	Creditors can add interest or additional costs incurred up to 30 November onto their claim to be lodged in the CVA which will be reviewed by supervisors.	Michael Hall	
How do the contributions work over the CVA?		Contributions are paid monthly from April 2021, and then distributions will be made to creditors annually from April 2022. Creditors' claims are from as up to the date of appointment, interest will not be paid on claims	u u	



	,	from the appointment date. A progress report will be prepared and circulated to creditors	
		annually from appointment date giving creditors an update on the case. The Joint Supervisors will review the Company's financial	
		affairs and status annually, and if an increase in Company's forecast performance and finance has been made, then an increase in contributions will be obtained not less than 50% of any net income after tax. Estimated 60p in the £ distribution is the minimum distribution creditors will receive.	
Can the creditors approach the 3 <sup>rd</sup> party suppliers that the Company used some of their funds for, and request a refund of their debt from	Henry Watts/ Lauren Leigh Doyle	Client contract was with the Company and not the suppliers, therefore the debt is due from the	Michael Hall
these suppliers		Company only and will unlikely be able to be pursued against supplier whose contract is with the Company.	****

# **APPENDIX III**

# SCHEDULE OF CREDITORS' VOTING

Sam Carne	Name of Creditor	Voting Amount Proxy/	Holder	Туре	In Favour	Against	Abstain	Invalid
2 Humphrey Price				.,,,,		-		
2   Humphrey Price   2,356,88   Prow   Chaiperson   Specific   2,356,98   108,444   Prow   Chaiperson   Specific   7,783,66   7,783,67   7,78								
3 (DMH Phanson Scheme*   109.444 48   Proxy   Iain Booth   Specific   109.444		•	•	•				
4 Spalley Trickle 7,783.66 Proxy 5 West End (Eshard) Sports + Flower Show As 2,579.22 Proxy 6 Autrory Bachdouse 2,669.89 Proxy 6 Autrory Bachdouse 3,669.00 Proxy 6,669.00	-	· · · · · · · · · · · · · · · · · · ·					2,356.96	
5 West End (Esher) Sports + Flower Show As   2,579.22 Proxy   Charperson   Specific   2,989.98   7 Alcia Drummond   6,887.60 Proxy   Charperson   Specific   2,989.98   7 Alcia Drummond   6,887.60 Proxy   Charperson   Specific   4,002.54 Proxy   Charperson   Specific   1,203.65 Pro		•						108,444.8
8 Audrey Bachhouse	•		•	•				
7 Alcia Drummond Alca Sanos Standage Ala25 5 Proxy Christers Anna Standage Ala25 5 Proxy Obristina Knotherbelt Al 81.85 Proxy Alca Sanos Standage Ala25 5 Proxy Alca Sanos Standage Ala25 6 Proxy Ala25 6 Proxy Alca Sanos Standage Ala25 6 Proxy Alca Sanos Standage Ala25 6 Proxy Alca Sanos Standage Ala25 6 Proxy		•	•		0.000.00		2,579.22	
8 Anna Standage		-	•	-				
BEMTLEY BROWN CATERING HIRE LTD		•		-				
10 Christina Knotenbelt	<del>-</del>	•	•		4,028.54			460.00
11 Christin Lewcock			•		4 040 05			460.00
12 Christ Weeden - Barwell Microsport   1,200,05 Proxy   Chairperson   Specific   1,203,05     14 David Keeshaperian   7,128,87 Proxy   Chairperson   Specific   1,268,70     15 David Lawn   550,00 Proxy   Chairperson   Specific   5,105,87     15 David Lawn   550,00 Proxy   Chairperson   Specific   7,128,87     15 David Lawn   550,00 Proxy   Chairperson   Specific   14,228,46     15 David Lawn   550,00 Proxy   Chairperson   Specific   14,228,46     17 Elicit Meachem   3,778,27 Proxy   Chairperson   Specific   14,767,10     18 Erma Nowles   4,767,10 Proxy   Chairperson   Specific   6,499,70     18 Erma Nowles   6,499,70 Proxy   Chairperson   Specific   6,500,00     18 Erma Nowles   6,499,70 Proxy   Chairperson   Specific   6,500,00     17 Forey Edgley   6,800,00 Proxy   Chairperson   Specific   6,500,00     17 Forey Edgley   6,800,00 Proxy   Chairperson   Specific   6,907,70     18 In Calling   1,435,20 Proxy   Chairperson   Specific   497,70     19 Forey Edgley   6,800,00 Proxy   Chairperson   Specific   497,70     19 Forey Edgley   7,900,00 Proxy   Chairperson   Specific   4,758,300     10 Forey Edgley   7,900,00 Proxy   Chairperson   Specific   1,900,00 Proxy   1		•	•	•				
13 Cognits Schools T/A Milbourne Lodge School   1,886,04 Proxy   Chairperson   Specific   1,886,04				-				
14 David Kenshaprian	•	-	•	-				
15 Dawid Lawn			•					
16 Phil Davisson	=	-	*					
17   Elliott Neachem   3,778 27   Proxy   Chairperson   Specific   3,778,27		-						
		-	·					
19 Evolve Events & Venues Ltd								
20 Hayley Allen			· · · · · · · · · · · · · · · · · · ·	•				
21 Tony Edgley			· · · · · · · · · · · · · · · · · · ·	•				
22 Leigh and District Cottage Garden Society		•	•					
31 MMRC (VAT)   120,195.00 Proxy   Chairperson   Specific   120,195.00   VALUE   VAL		•	•	•				
24 and Calling		•						
25 MVCCA			Chairperson	Specific	120,195.00			
28 James Buttler	24 Ian Catling	1,435.20 Proxy	Chairperson	Specific	1,435.20			
27 James Hall	25 IWOCA .	33,898.46 Proxy	Chairperson	Specific	33,898.46			
28 Jassica Watson	26 James Butler	11,526.65 Proxy	Chairperson	Specific	11,526.65			
29 Jame Masojada	27 James Hall	8,119.50 Proxy	-	Specific				8,119.50
30 Jessica Onyett	28 Jessica Watson	11,500.00 Proxy	lain Booth	Specific				11,500.00
11 Lucy Ellingham	9 Jane Masojada	13,000.00 Proxy	Chairperson	Specific	13,000.00			
12 Michael Davies   4,031,22 Proxy   Chairperson   Specific   4,031,22   33 Mark Elsey   6,259,68 Proxy   Chairperson   Specific   6,259,68   5,841,36   5,841,36   57 Proxy   Chairperson   Specific   5,841,36   5,841,3	30 Jessica Onyett	9,678.85 Proxy	Chairperson	Specific	9,678.85			
33 Mark Elsey	31 Lucy Ellingham	14,158.87 Proxy	Chairperson	Specific	14,158.87			
34 Marisa Hollowood	32 Michael Davies	4,031.22 Proxy	Chairperson	Specific	4,031.22			
34 Marías Hollowood   5,841,36 Proxy   Chairperson   Specific   5,841,36     5 Peter Keymer   10,192,50 Proxy   Chairperson   Specific   6,398,25     36 Mark Ormiston   6,398,25 Proxy   Chairperson   Specific   6,398,25     37 Lloret Fire and Security Ltd   5,394,60 Proxy   Chairperson   Specific   5,394,60     38 Mrs J Sparrow   5,233,89 Proxy   Chairperson   Specific   6,000,00     30 Mylor Financial Management   6,000,00 Proxy   Chairperson   Specific   6,000,00     40 Adrian A Mortimer   6,206,76 Proxy   Chairperson   Specific   6,206,76     41 Alex Bodini   2,343,60 Proxy   Chairperson   Specific   6,206,76     41 Alex Bodini   2,343,60 Proxy   Chairperson   Specific   6,206,76     42 Neil Skidmore   3,459,00 Proxy   Chairperson   Specific   3,459,00     43 Ravinder Dhillon   24,681,58 Proxy   Chairperson   Specific   24,681,58     43 Robyn Skillman   2,930,44 Proxy   Chairperson   Specific   2,631,52     45 Saskia Naylor   6,000,00 Proxy   Chairperson   Specific   6,000,00     45 Saskia Naylor   6,000,00 Proxy   Chairperson   Specific   6,000,00     47 ISB Ltd clo Simon Sutcliffe   7,000,00 Proxy   Chairperson   Specific   6,000,00     48 Robert Stiff   10,000,00 Proxy   Chairperson   Specific   7,000,00     49 Two Many Cooks   6,807,78 Proxy   Chairperson   Specific   10,354,68     50 TO HAVE & TO HIRE EVENTS   266,15 Proxy   Chairperson   Specific   10,354,68     51 Nick Ruddell   10,354,68 Proxy   Chairperson   Specific   10,354,68     52 Anthony Booth*   72,105,34 Present   Present   6,086,03 Present   Present   6,0	33 Mark Elsey	6,259.68 Proxy	Chairperson	Specific	6,259.68			
15 Peter Keymer   10,192.50 Proxy   Chairperson   Specific   10,192.50   10,	34 Marisa Hollowood		Chairperson	Specific	5,841.36			
18 Mark Crmiston		-						
37 Llore Fire and Security Ltd	-	•	•					
18 Mrs   Sparrow   5,233,89 Proxy   Chairperson   Specific   5,233,89   5,233,89   5,233,89   5,233,89   5,233,89   5,233,89   5,233,89   5,233,89   5,233,89   5,233,89   5,234,500   7,200		-						
39 Mytor Financial Management   6,000,00 Proxy   Chairperson   Specific   6,000,00			•					
10 Adrian A Mortimer   6,206.76 Proxy   Chairperson   Specific   6,206.76   14 Alex Bodini   2,343.60 Proxy   Chairperson   Non Specific   2,343.60   14 Alex Bodini   2,343.60 Proxy   Chairperson   Specific   3,459.00   14 Robyn Skiliman   3,459.00 Proxy   Chairperson   Specific   24,681.58   14 Robyn Skiliman   2,930.44 Proxy   Chairperson   Specific   2,631.52   2,930.44 Robyn   Specific   3,000.00   3,930.44 Robyn   Specific   3,000.00	•							
14   Alex Bodini		-						
12 Neil Skidmore		•					2 343 60	
13 Ravinder Dhillon		·		-			2,010.00	
14 Robyn Skillman			·	•				
15 Susie Hygate		•	•	•	24,001.30			2 030 44
16 Saskia Naylor	-				2 621 52			2,530.44
17 ISB Ltd c/o Simon Sutcliffe		·	•	•				
18   Robert Stiff	-	•	-					
9 Two Many Cooks		•						
266.15   2	•		•		10,000.00			0 007 70
10,354.68   10,3	•	•	·					
12 Anthony Booth*   72,105.34 Present   Present   Present   72,105.34   Present   Pr	50 TO HAVE & TO HIRE EVENTS	266.15 Proxy	Sara Ellis	Specific				266.15
Same Analysis   Same Analysi				Specific				
TOTALS 650,523.85 494,824.37 0.00 17,170.80 138,528	•	·						
TOTALS 650,523.85 494,824.37 0.00 17,170.80 138,528 Number of votes								
Number of votes       42       6       6         * = connected creditors as defined by s435 IA86       *       42       6       6         ummary of valid votes including connected creditors and excluding invalid and abstain votes       £       %         Votes in favour       494,824.37       100         Votes against       0.00       0         Total valid votes       494,824.37       100         ummary of valid votes excluding connected creditors and invalid and abstain votes       £       %         Votes in favour       422,719.03       100         Votes against       0.00       0	54 Henry Watts and Lauren Leigh Doyle	20,199.70 Present	Present		20,199.70			
Number of votes         42         6         6           * = connected creditors as defined by s435 IA86         £         %           Votes in favour         494,824.37         100           Votes against         0.00         0           Total valid votes         494,824.37         100           ummary of valid votes excluding connected creditors and invalid and abstain votes         £         %           Votes in favour         422,719.03         100           Votes against         0.00         0								
* = connected creditors as defined by s435 IA86  ummary of valid votes including connected creditors and exicluding invalid and abstain votes  £ %  Votes in favour 494,824,37 100  Votes against 0.00 0  Total valid votes 494,824,37 100  ummary of valid votes excluding connected creditors and invalid and abstain votes  £ %  Votes in favour 422,719.03 100  Votes against 0.00 0.00 0		650,523.85				0.00		
Votes in favour   494,824.37   100   Votes against   100   494,824.37   100					42		, 6	6
Votes in favour         £         %           Votes against         494,824.37         100           Total valid votes         494,824.37         100           ummary of valid votes excluding connected creditors and invalid and abstain votes         £         %           Votes in favour         422,719.03         100           Votes against         0.00         0	* = connected creditors as defined by s435 IA	36						
Votes in favour         £         %           Votes against         494,824.37         100           Total valid votes         494,824.37         100           ummary of valid votes excluding connected creditors and invalid and abstain votes         £         %           Votes in favour         422,719.03         100           Votes against         0.00         0	ummary of valid votes including connected of	reditors and exicluding inva	lid and abstain votes					
Votes against         0.00         0           Total valid votes         494,824.37         100           ummary of valid votes excluding connected creditors and invalid and abstain votes         £         %           Votes in favour         422,719.03         100           Votes against         0.00         0		•			£		%	
Votes against         0.00         0           Total valid votes         494,824.37         100           ummary of valid votes excluding connected creditors and invalid and abstain votes         £         %           Votes in favour         422,719.03         100           Votes against         0.00         0	Votes in favour				494,824.37		100	
Total valid votes  ummary of valid votes excluding connected creditors and invalid and abstain votes  Votes in favour Votes against  Votes against								
E         %           Votes in favour         422,719.03         100           Votes against         0.00         0	-							-
Votes in favour         422,719.03         100           Votes against         0.00         0	ummary of valid votes excluding connected	creditors and invalid and abs	tain votes					
Votes against 0.00 0	-		•				•	
					-			
Total valid votes 422,719.03 100								
	Total valid votes				422,719.03		100	



# **APPENDIX IV**

# SCHEDULE OF MEMBERS' VOTING

Members who voted for Acceptance	ce		
	Shareholding	%	Member Representative
Iain Booth	53,188	85	Present
Anthony Booth	6,250	10	Present
Lyne Erskine-Booth	1,187	2	Chair
Ella Erskine-Booth	625	1 ·	Chair
Anya Erskine-Booth	625	1	Chair
Eva Erskine Booth	625	1	Chair
Total Accepted:	62,500	100	

Members voting for Rejection Shareholding % Member Representativ				
. <u></u>	Shareholding	<del>7</del> 0	Member Representative	
N/A				
			<del></del>	
Total Rejected:				