

THURSDAY, 20 FEBRUARY 2020

TO: THE EXECUTIVE BOARD MEMBER FOR RESOURCES

I HEREBY SUMMON YOU TO ATTEND A MEETING OF THE
**EXECUTIVE BOARD MEMBER DECISIONS MEETING FOR
RESOURCES** WHICH WILL BE HELD IN **REGENERATION
MEETING ROOM, COUNTY HALL, CARMARTHEN, SA31 1JP.**,
AT **10.00 AM, ON THURSDAY, 27TH FEBRUARY, 2020** FOR
THE TRANSACTION OF THE BUSINESS OUTLINED ON THE
ATTACHED AGENDA.

Wendy Walters

CHIEF EXECUTIVE



PLEASE RECYCLE

Democratic Officer:	Llinos Jenkins
Telephone (direct line):	01267 224088
E-Mail:	LISJenkins@carmarthenshire.gov.uk

Wendy Walters Prif Weithredwr, *Chief Executive*,
Neuadd y Sir, Caerfyrddin. SA31 1JP
County Hall, Carmarthen. SA31 1JP

A G E N D A

1. DECLARATIONS OF PERSONAL INTEREST
2. DECISIONS RECORD 13TH JANUARY 2020 3 - 6
3. IRRECOVERABLE ACCOUNTS - NON-DOMESTIC RATES 7 - 34
4. REPORTS NOT FOR PUBLICATION
FOLLOWING CONSIDERATION OF ALL THE CIRCUMSTANCES OF THE CASE AND FOLLOWING THE APPLICATION OF THE PUBLIC INTEREST TEST THE EXECUTIVE BOARD MEMBER MAY CONSIDER THAT THE FOLLOWING ITEM IS NOT FOR PUBLICATION AS IT CONTAINS EXEMPT INFORMATION AS DEFINED IN PARAGRAPH 14 OF PART 4 OF SCHEDULE 12A TO THE LOCAL GOVERNMENT ACT, 1972 AS AMENDED BY THE LOCAL GOVERNMENT (ACCESS TO INFORMATION) (VARIATION) (WALES) ORDER 2007
5. IRRECOVERABLE ACCOUNTS 35 - 42
6. IRRECOVERABLE ACCOUNTS - HOUSING BENEFIT OVERPAYMENTS 43 - 50
7. NON-DOMESTIC RATES - HARDSHIP RELIEF 51 - 150
8. COUNCIL TAX DISCRETIONARY DISCOUNTS 151 - 162

Note:- The press and public are not entitled to attend the meeting. The decision record will be published normally within 3 working days.

EXECUTIVE BOARD MEMBER DECISIONS MEETING FOR RESOURCES

MONDAY, 13 January 2020

PRESENT: Councillor: D.M. Jenkins (Executive Board Member).

The following officers were in attendance:

A Thomas, Benefits and Council Tax Manager

L. Jenkins, Democratic Services Officer

Regeneration Meeting Room, County Hall, Carmarthen, SA31 1JP. 10.00 am - 3.15 pm

1. DECLARATIONS OF PERSONAL INTEREST

There were no declarations of personal interest.

2. DECISIONS RECORD 7TH NOVEMBER 2019

RESOLVED that the decision record of the meeting held on the 7th November 2019 be signed as a correct record.

3. REPORTS NOT FOR PUBLICATION

RESOLVED pursuant to the Local Government Act 1972, as amended by the Local Government (Access to Information)(Variation)(Wales) Order 2007 that the following items were not for publication as the reports contained exempt information as defined in Paragraph 14 of Part 4 of Schedule 12A to the Act.

4. COUNCIL TAX DISCRETIONARY DISCOUNTS

Following the application of the public interest test it was **RESOLVED** pursuant to the Act referred to in minute 3 above not to publicise the content of the report as it contained exempt information relating to the financial or business affairs of any particular person (including the Authority holding that information) (Paragraph 14 of Part 4 of Schedule 12A to the Act).

The public interest test in this matter related to the fact that the report included personal data relating to former council tenants, including details of their rent arrears. The publication of individual debts was unwarranted and would prejudice the rights and freedoms of the relevant data subjects. Accordingly, the public interest in disclosure was outweighed by the public interest in maintaining confidentiality.

The Executive Board Member considered a report detailing applications which had been received for discretionary reduction of Council Tax.

It was noted that regulations had been introduced with effect from April 2004 giving Local Authorities discretionary powers to grant locally determined Council Tax discounts or reductions, over and above existing statutory reductions.

RESOLVED to grant the Application ref 60241291-4 for relief and not to grant relief for Application ref 20031669

5. FORMER TENANT DEBT WRITE OFF

The meeting was adjourned at 10:19 and reconvened at 14:30

PRESENT: Councillor D.M. Jenkins (Executive Board Member)

Also in attendance – Cllr L. Evans (Executive Board Member)

The following Officers were in attendance:

A. Williams, Tenancy Support Lead

R. Heaney, Housing Officer

L. Jenkins, Democratic Services Officer

Following the application of the public interest test it was RESOLVED pursuant to the Act referred to in minute no. 3 above not to publicise the content of the report as it contained exempt information relating to the financial or business affairs of any particular person (including the Authority holding that information) (Paragraph 14 of Part 4 of Schedule 12A to the Act).

The public interest test in this matter related to the fact that the report included personal data relating to former council tenants, including details of their rent arrears. The publication of individual debts was unwarranted and would prejudice the rights and freedoms of the relevant data subjects. Accordingly, the public interest in disclosure was outweighed by the public interest in maintaining confidentiality.

The Executive Board Member considered a report prepared in accordance with the Council's Procedure Rules, seeking the write-off of former tenant debts in excess of £1,500. The report provided the current position on former tenant debt of former tenants of Council Stock.

The Executive Board Member noted that the cases outlined in the report were long-standing cases and that attempts had been made to trace the former tenant and recover sum outstanding, both of which had been unsuccessful.

The Executive Board Member to receive more detailed information in relation to the background of the cases with total debt amounting to £2500 and above.

RESOLVED that:

- 5:1 the former tenant debt arrears detailed within the report be written-off as irrecoverable.**
- 5:2 all future reports contain detailed information on cases with total debt amounting to £2500 and above.**

EXECUTIVE BOARD MEMBER

DATE

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DATE 27TH FEBRUARY 2020

Executive Board Member:	Portfolio:
Cllr. David Jenkins	Resources

Subject: IRRECOVERABLE ACCOUNTS – Non-Domestic Rates

Purpose: To consider write off of irrecoverable accounts

Recommendations / key decisions required:

It is recommended that the accounts listed be written off as irrecoverable.

Reasons:

The accounts listed on the schedule attached to this report have been identified as irrecoverable.

For the reasons stated, there is no likelihood of payment now being secured and it is appropriate to write the debts off against the bad debt provision.

Directorate: Corporate Services Name of Head of Service: Helen Pugh Report Author: Ann Thomas	Designation Council Tax and Benefits Manager	Tel No. 01554 742126 E Mail Address: AnThomas@Carmathenshire.gov.uk
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Declaration of Personal Interest (if any):

None

Dispensation Granted to Make Decision (if any):

N/A

(If the answer is yes exact details are to be provided below:)

DECISION MADE:

Signed:

DATE: _____

EXECUTIVE BOARD MEMBER

The following section will be completed by the Democratic Services Officer in attendance at the meeting

Recommendation of Officer adopted	YES / NO
Recommendation of the Officer was adopted subject to the amendment(s) and reason(s) specified:	
Reason(s) why the Officer's recommendation was not adopted:	

EXECUTIVE SUMMARY
Executive Board Member for Resources decisions meeting
27th February 2020

IRRECOVERABLE ACCOUNTS – Non-Domestic Rates

1. The Revenue Services Unit is responsible for collecting significant sums each year in respect of local taxation (Business Rates and Council Tax), Benefit Overpayments and Sundry Debtors (miscellaneous income accounts)
2. The net collectable debit, i.e. the total payable after reliefs and allowances, for these income strands will vary from year to year but is normally approaching £200 million, with good collection rates normally achieved.
3. Despite these good collection rates there will inevitably be accounts where it has not proved possible to recover the debt in full.
4. The attached schedule gives details of Housing Benefit overpayment accounts that have been identified as irrecoverable for the reasons outlined. Recovery procedures, where appropriate, have not secured payment and there is no likelihood of payment now being obtained.
5. It is therefore considered appropriate to write off this account totalling £150,607.33 against the bad debt provision the Authority is allowed via the non-domestic rating “pool” mechanism.

DETAILED REPORT ATTACHED?

YES (account schedules)

IMPLICATIONS

I confirm that other than those implications which have been agreed with the appropriate Directors / Heads of Service and are referred to in detail below, there are no other implications associated with this report :

Signed: Ann Thomas

Council Tax and Benefits Manager

Policy and Crime & Disorder	Legal	Finance	ICT	Risk Management Issues	Organisational Development	Physical Assets
NONE	NONE	YES	NONE	NONE	NONE	NONE

3. Finance

As stated, losses are offset against the Council's prudent general bad debt provision other than Non-Domestic rate debts which are offset against the Council's contribution to the Welsh Government NDR Pool

CONSULTATIONS

I confirm that the appropriate consultations have taken in place and the outcomes are as detailed below

Signed: Ann Thomas

Council Tax and Benefits Manager

(Please specify the outcomes of consultations undertaken where they arise against the following headings)

1. Scrutiny Committee

N/a

2. Local Member(s)

N/a

3. Community / Town Council

N/a

4. Relevant Partners

N/a

5. Staff Side Representatives and other Organisations

N/a

Section 100D Local Government Act, 1972 – Access to Information
List of Background Papers used in the preparation of this report:

THESE ARE DETAILED BELOW

Title of Document	File Ref No.	Locations that the papers are available for public inspection
Individual files / electronic documents held on Information@Work	As report	Revenue Services Unit, Ty Elwyn, LLANELLI

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Ref	Name	amount to be written off	Reason charge written off
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80010849	Debenhams Retail Ltd	£118,884.04	CVA 9.5.19 - 31.3.20	see attached CVA calculation
80007846	Monsoon Accessorize Ltd	£22,891.78	CVA 3.7.19 - 31.3.20	see attached CVA calculation
80014872	outdoor and cycle concepts ltd	£8,831.51	CVA 13.5.19 - 31.3.20	see attached CVA calculation
	total	£150,607.33		

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CVA

REF - 80010849

Debenhams Retail Limited

	Days	
Initial 2019/20 Charge	366	£255,110.00

Pre CVA (1/4/19 - 8/5/19)	38	£26,486.83
Post CVA (9/5/19 - 31/3/20)	328	£228,623.17
52% reduction (post CVA)		£0.00
Revised 2019/20 charge		£255,110.00

Write off amount	£118,884.04
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CVA decision is being appealed by one landlord but CCC solicitor Alan Evans advised that the CVA has already been unsuccessfully appealed in the high court once and believes it is very unlikely that the subsequent appeal will be successful.

Advice is to proceed with write off and reverse decision/reinstate the debt if the appeal is upheld.

CVA

REF - 80007846

Monsoon Accessorize Ltd

	Days	
Initial 2019/20 Charge	366	£44,184.00

A	Pre CVA (1/4/19 - 2/7/19)	93	£11,227.08
B	Post CVA (3/7/19 - 31/3/20)	273	£32,956.92
C	50% reduction (post CVA)		-£16,478.46
D	Rates arrears compromise*		-£6,413.32
E	Revised 2019/20 charge		£21,292.22

* 15% of pre CVA arrears payable

F	Pre CVA charge	£11,227.08
G	Payments received	-£3,682.00
H	Balance	£7,545.08

I	15% payable of £7,545.08	£1,131.76
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Write off amount C+D	£22,891.78
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Objectives of the Proposal

The principal objectives of the Proposal are to rationalise the Company's leasehold obligations, restore the viability of the Company's business, improve the liquidity and balance sheet of the Company, enable the Company to meet its financial obligations and assist in a return to profitability. Obtaining the compromises and arrangements proposed in the Proposal will, in the opinion of the Directors, enable the Company to achieve these objectives.

The Proposal divides the Company's leasehold site portfolio into 7 categories. The sites included as Compromised Leases within this Proposal have been determined by reference to the commercial viability and strategic importance of each site.

In the event that a Compromised Landlord exercises its right to break a lease during the CVA Period, the Company will be compromising all Dilapidations (as at the end of the relevant Compromised Lease) in relation to the relevant Compromised Lease for 15% of the value of the Dilapidations in relation to the relevant Compromised Lease. Dilapidations will not be otherwise compromised. Any crystallised claims of any Creditor in relation to historic dilapidations arising under the Compromised Leases or otherwise shall be treated as a Non-Critical Creditor Claim under the terms of this Proposal.

The following table summarises the effect of the CVA on the various categories of Landlords and Rating Authority Creditors (in relation to the Current Business Rates Year):

Landlord Category	Rent Payment Cycle	Rent Reduction	Landlord Break Rights	Tenant Break Rights	Dilapidations	Business Rates (Rating Authority Creditors)
1	Move to monthly (in advance)	N/A	N/A	N/A	Not affected	Compromised in return for 50% of Business Rates which become due during the remainder of the Current Business Rates Year (or such earlier date as the relevant Leases expires, if applicable)
2	Move to monthly (in advance)	25%	At any time within 120 days of the Effective Date by giving the Company not less than 60 days' prior notice. On not less than 6 months' notice to the Company (such notice to	On not less than 60 days' notice to the landlord (such notice to expire on the second or third anniversary of the Effective Date)	Compromised, but only in the event that a Category 2 Landlord exercises one of its break options, in return for the Company paying 15% of the value of the Dilapidations claim	Compromised in return for 50% of Business Rates which become due during the remainder of the Current Business Rates Year (or such earlier date as the relevant Leases expires, if applicable)

The Rating Authority Creditors shall be treated as Non-Critical Creditors in respect of Business Rates Arrears.

The claims of the Guaranteed Landlords in respect of the Accessorize Rent Shortfall shall be compromised to 15% of the amount of the Accessorize Rent Shortfall.

The Group Creditors' Debts will be compromised in the CVA to 15% of their value, with the compromised value of the Group Creditors' Debts remaining on the balance sheet of the Company throughout the period of the CVA, with no repayment to the Group Creditors of the compromised value of the Group Creditors' Debts being made until after the CVA has come to an end. In addition, the Group Creditors will not be entitled to participate in the Compromised Creditors' Payment Fund or the Profit Share Fund.

In addition, subject to:

- the CVA being approved by the requisite majority of Creditors, and the Challenge Period expiring without a formal challenge to the CVA being made or
- if a challenge is brought in relation to the CVA during the Challenge Period, that challenge has either been withdrawn, or has been resolved in favour of the Company,

Drillgreat has agreed to write off the entire balance of the Drillgreat Debt, such that the Company's liability to Drillgreat shall be nil.

The obligation of the Company to make the payments into the Compromised Creditors' Payment Fund in accordance with clause 26 of the Proposal will be guaranteed by Peter Simon, one of the Directors of the Company and the ultimate shareholder of the Monsoon Group, personally pursuant to the terms of the Compromised Creditors' Payment Fund Guarantee, up to a limit of £8.0m.

The Company, together with Accessorize, proposes to establish the Profit Share Fund in order to allow the Profit Share Fund Creditors to share in the upside of the Company and Accessorize achieving their turnaround. The Company and Accessorize will pay into the Profit Share Fund, on a joint and several basis, 25% of the amount by which the combined EBITDA of the Company and Accessorize for the Profit Share Period is in excess of the combined forecasted financial performance of the Company and Accessorize as set out in Schedule 4 ("the Profit Share Contributions").

The Profit Share Contributions shall be capped at the total aggregate sum of £3.3m per year, and an aggregate of £10m in total, over the course of the Profit Share Period.

The Company shall pay the relevant proportion of the Profit Share Contribution into the Profit Share Fund within 2 months of the end of the relevant financial year. Further details of the Profit Share Fund are set out in Clause 27 (*Profit Share Fund*). It is anticipated that the Supervisors will pay the Profit Share Fund to the Profit Share Fund Creditors shortly following the end of the third financial year following the Effective Date.

The Company currently occupies the Yellow Building, where the head office function of the Company is located, pursuant to an informal group sharing arrangement with MH1L, which is the tenant of the Yellow Building. The Company has historically paid rent to the ultimate landlord of the Yellow Building on behalf of MH1L, and has also historically collected rent, on behalf of MH1L, from third parties who have entered into formal sub-leases of parts of the Yellow Building with MH1L (the "Sub-Tenant Rent"). As a result of this arrangement, the Company partially pays the rent which is due to the ultimate landlord of the Yellow Building on behalf of MH1L using the Sub-Tenant Rent, with the shortfall being funded by the Company, such shortfall being the rent which the Company pays for the use of the space that it occupies in the Yellow Building.

- (i) All compromised payments to the applicable Category 6 Landlords in relation to Dilapidations will be settled by the Company directly, and the relevant Category 6 Landlord shall not be entitled to participate in the Compromised Creditors' Payment Fund in respect of such claims.
- (j) At the end of the CVA Period, the rent to be paid by the Company in relation to the Category 6 Premises shall revert to the Contractual Rent or Turnover Rent (as applicable), taking into account any increase in the rent arising as a result of any rent review which, but for the CVA, could have taken place during the CVA Period.
- (k) The Category 6 Landlords shall be entitled to participate in the Profit Share Fund in relation to all claims.

Category 7 Premises

- (a) In the event that a Category 7 Landlord exercises its right to terminate a Category 7 Agreement during the CVA Period, any amounts which are due and owing to the relevant Category 7 Landlord for Dilapidations will be compromised and released as at the date of termination of the relevant Category 7 Agreement for a sum equivalent to 15% (fifteen per cent) of the value of the relevant Dilapidations claim at that time.
- (b) Save in relation to Dilapidations, the Category 7 Agreements shall be unaffected by the terms of the CVA, as the Category 7 Agreements already contain short term break options for both the Company and the Category 7 Landlords.
- (c) All compromised payments to the applicable Category 7 Landlords in relation to Dilapidations will be settled by the Company directly, and the relevant Category 7 Landlord shall not be entitled to participate in the Compromised Creditors' Payment Fund in respect of such claims.
- (d) The Category 7 Landlords shall be entitled to participate in the Profit Share Fund in relation to all claims.

Critical Creditors

- (a) The Critical Creditors will be unaffected by the terms of this Proposal and each Critical Creditor will be paid in full by the Company direct in accordance with the relevant terms that exist between the Company and the relevant Critical Creditor.

Non-Critical Creditors

- (a) The amount payable to each Non-Critical Creditor shall be 15% (fifteen per cent) of the Allowed CVA Claim of the relevant Non-Critical Creditor.
- (b) Unless otherwise provided for in the Proposal, all compromised payments to Non-Critical Creditors that are Allowed CVA Claims will be settled by the Compromised Creditors' Payment Fund (see Clause 27).
- (c) The Company will not be liable to pay any interest charges to any Non-Critical Creditors as a consequence of any amounts paid in accordance with the terms of this Proposal.
- (d) The Non-Critical Creditors shall continue to perform their obligations in accordance with the terms of any respective agreements or arrangements with the Company without variation.

"Disputed Claim Notice"	has the meaning given in clause 25 (<i>Disputed Creditor Claims</i>).
"Drillgreat"	means Drillgreat Limited (company number 06292597) whose registered office is at Notting Dale Village, 1 Nicholas Road, London, W11 4AN.
"Drillgreat Debt"	means the sum of £24,758,103 owed by the Company to Drillgreat.
"EBITDA"	means earnings before interest, tax, depreciation and amortisation, as calculated in accordance with the management accounts of the Company (after deduction of any costs, charges or expenses incurred or associated with the calculation and payment of the Profit Share Fund).
"EC Regulation on Insolvency Proceedings"	means Council Regulation (EC) No. 2015/848 of 29 May 2000 on Insolvency Proceedings.
"Effective Date"	means, if the Proposal is approved on 3 July 2019 at the Creditors' Meeting and the Shareholder's Meeting, the Decision Date.
"Employees"	means any of the employees employed by the Company as at the Decision Date and "Employee" means any one of them.
"Employee Preferential Claim"	means any claim by a Employee against the Company in respect of a Preferential Liability.
"Estimated Outcome Statement"	means the estimated outcome statement in respect of The Company set out in Schedule 12 (<i>Estimated Outcome Statement</i>).
"Group Creditors"	means all companies within the Monsoon Group of companies to which the Company owes any indebtedness as at the Effective Date, except MHL and Drillgreat.
"Group Creditors' Debts"	means all debts owed by the Company to any Group Creditors, excluding, for the avoidance of doubt, the MHL Debt and the Drillgreat Debt.
"Guaranteed Landlords"	means those persons entitled to the reversion immediately expectant upon the termination of a Guaranteed Lease (but excluding a Contingent Property Creditor), including its successors and assigns.
"Guaranteed Leases"	means those leases which have been entered into by Accessorize but in relation to which the Company has given a guarantee, indemnity or surety (whether contained in the lease, licence, AGA or any other documentation) to the Guaranteed Landlords in relation to the obligations of Accessorize, a list of which is at Schedule 32 (<i>List of Guaranteed Leases</i>).
"HMRC" and "HM Revenue & Customs"	means Her Majesty's Revenue & Customs.
"Insolvency Act"	means the Insolvency Act 1986 (as amended from time to time). "Insolvency Rules" means the Insolvency (England and Wales) Rules 2016 (as amended from time to time).
"Landlords"	means the Category 1 Landlords, the Category 2 Landlords, the Category 3 Landlords, the Category 4 Landlords, the Category 5

- (a) each Non-Critical Creditor waives and releases the Company from any breaches or defaults of any arrangement, statutory obligation or Non-Critical Creditor Arrangement that may arise as a result of any CVA Related Event;
- (b) the Non-Critical Creditors shall not be entitled, as a result of a CVA Related Event:
 - I to terminate any Non-Critical Creditor Arrangement; or
 - ii to cause the Company to lose or otherwise forfeit any deposit or advance payment made by the Company or to require it to provide any such deposit or advance payment in each case in respect of Non-Critical Creditor Arrangements; or
 - iii to impose more onerous terms and conditions (including but not limited to higher interest payments, penalties, charges and/or changes to payment terms); or
 - iv to enforce any other contractual or other right that they may have in their capacity as Non-Critical Creditors;
- (c) any attempt by any Non-Critical Creditor to impose more onerous terms on the Company or to change or vary the terms of any Non-Critical Creditor Arrangement (including as described above) as a result of any CVA Related Event without the consent of the Company shall be unenforceable.

17 THE EFFECT OF THE CVA ON RATING AUTHORITY CREDITORS

17.1 This Clause 17 shall apply to all Rating Authority Creditors.

17.2 The amount to be paid by the Company to each Rating Authority Creditor in relation to the Current Business Rates Year shall be determined by reference to which Category of Premises the liability of the Company to the relevant Rating Authority Creditor relates, as set out below:

- (a) The amount payable to each Rating Authority Creditor in relation to Category 1 Premises shall be 50% of the total liability of the Company to those Rating Authority Creditors for the remaining period of the Current Business Rates Year;
- (b) The amount payable to each Rating Authority Creditor in relation to Category 2 Premises shall be 50% of the total liability of the Company to those Rating Authority Creditors for the remaining period of the Current Business Rates Year;
- (c) The amount payable to each Rating Authority Creditor in relation to Category 3 Premises shall be 40% of the total liability of the Company to those Rating Authority Creditors for the remaining period of the Current Business Rates Year;
- (d) The amount payable to each Rating Authority Creditor in relation to Category 4 Premises shall be 30% of the total liability of the Company to those Rating

SCHEDULE 5

LIST OF CATEGORY 1 LEASES

SITE NAME	ADDRESS	LANDLORD
ALTRINCHAM	53-55 GEORGE STREET, ALTRINCHAM, CHESHIRE WA14 1RJ	THE SANHOUSE PENSIONER TRUSTEE COMPANY LIMITED AND THE INTERNATIONAL PENSION FUND
BAKER STREET STATION	UNIT 8, STATION APPROACH, MARYLEBONE ROAD, LONDON NW1 5LA	LONDON UNDERGROUND LTD
BATH	SU43 LAWRENCE STREET, SOUTHGATE, BATH	SOUTHGATE LP (NOMINEE 1) LTD & SOUTHGATE LP (NOMINEE 2) LTD
BELFAST - VICTORIA SQ	UNIT LG6-7 & REMOTE STORE LG 08, VICTORIA SQUARE, BELFAST BT1 4QB	CGI VICTORIA SQUARE PARTNERSHIP
BERNE STATION	BOLLWERK 10, BERN, SWITZERLAND, CH-3011 BERN	TALLY WEIJL TRADING AG
BIRMINGHAM GRAND CENTRAL	UNIT 18A GRAND CENTRAL STEPHENSON PLACE, BIRMINGHAM, B2 4BF	GRAND CENTRAL LIMITED PARTNERSHIP
BOURNEMOUTH CASTLEPOINT	UNIT O, EAST MALL, CASTLEPOINT, CASTLE LANE WEST, BOURNEMOUTH BH8 9UZ	CASTLEPOINT GENERAL PARTNER LTD & CASTLEPOINT NOMINEE LTD
BRENTWOOD	39-41 HIGH STREET, BRENTWOOD, ESSEX CM14 4RH	GLENELG (BRENTWOOD) LTD
BROMLEY	UNIT 15 & 16, LOWER MALL LEVEL, INTU BROMLEY, KENT BR1 1DN	ALASKA UK BROMLEY UNIT TRUST
CARMARTHEN	UNITS 5-6 CAMBRIAN WAY, JOHN STREET, CARMARTHEN SA31 1QN	KAMES CAPITAL UK ACTIVE VALUE PROPERTY UNIT TRUST
CIRENCESTER	6B & 4A CRICKLADE STREET, CIRENCESTER, GLOUCESTERSHIRE GL7 1JH	COLLEGE OF THE BLESSED MARY & ALL SAINTS LINCOLN IN THE UNIVERSITY OF OXFORD

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CVA

Outdoor And Cycle Concepts Ltd

	Days	
Initial 2019/20 Charge	366	£37,872.00

Pre CVA (1/4/19 - 12/5/19)	42	£4,345.97
Post CVA (13/5/19 - 31/3/20)	324	£33,526.03
25% reduction (post CVA)		-£8,381.51
Revised 2019/20 charge		£29,490.49

Write off amount	£8,381.51
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80014872

NDINSOLV

TABLE B: SUMMARY OF CVA TERMS FOR RATING AUTHORITIES

CVA Term	Category 1 (61 sites)	Category 2 (16 sites)	Category 3 (21 sites)	Category 4 (13 sites)	Category 5 (4 sites)	Category 6 (3 sites)	Category 7 (1 site)
Business Rates Payable	100%	75%	50%	50%	25% for three months, thereafter nil	£1,000 one-off payment	100% for three months, thereafter nil

TABLE C: SUMMARY OF CVA TERMS IN RESPECT OF GUARANTEED COMPROMISED LEASES AND SPECIFIC LIABILITIES

	Claim to be compromised
Category 8 AGA obligations of Compromised Lease Guarantors	<p>Those Compromised Landlords, who have the benefit of certain guarantees, will receive a payment as set out in Schedule 12 (<i>List of Compromised Lease Guarantors</i>) in an amount equal to 5% of the amount Compromised Landlords could claim from the Compromised Lease Guarantors.</p> <p>Provided that no Challenge Application is made, the amounts will be payable in two equal instalments. The first 50% (fifty per cent.) instalment owed to each Category 8 Landlord will be paid by 1 December 2019. The final 50% (fifty per cent.) instalment will be paid by 1 February 2020. For the avoidance of doubt, if a Challenge Application is made, Category 8 Landlords will remain entitled to such payment only upon discharge of the challenge by the Court and at times to be determined by OCC.</p>
Category 9 Non-Critical Specific Liabilities	<p>The CVA will compromise each Specific Liability to 1% of the value of the total amount that a Category 9 Creditor could claim against OCC in respect of such claim.</p> <p>Provided that no Challenge Application is made, amounts will be payable in respect of the HMRC Tax Liability in two equal instalments. The first 50% (fifty per cent.) instalment owed to HMRC will be paid by 1 December 2019. The final 50% (fifty per cent.) instalment will be paid by 1 February 2020. For the avoidance of doubt, if a Challenge Application is made, HMRC will remain entitled to such payment only upon discharge of the challenge by the Court and at times to be determined by OCC.</p>

Further details are set out in Clause 19 (The effect of the CVA on Ordinary Unsecured Creditors) of Part III (Terms of the Company Voluntary Arrangement).

5 AGA obligations of Compromised Lease Guarantors

5.1 The CVA provides for any guarantee, indemnity or other surety given by a Compromised Lease Guarantor in relation to OCC's obligations under the Guaranteed Compromised Leases (as set out in Schedule 12) to be released or reduced to the extent of the claims of any Guaranteed Compromised Landlord pursuant to the terms of the CVA.

5.2 The Compromised Lease Guarantors are:

- (a) Cycle Surgery Limited; and
- (b) Snow & Rock Sports Limited.

- (ii) the final 50% (fifty per cent.) instalment will be paid on a pro rata basis by 1 February 2020.

For the avoidance of doubt, if a Challenge Application is made, Guaranteed Compromised Landlords will remain entitled to such payment only upon discharge of the challenge by the Court and at times to be determined by OCC.

31 The Effect of the CVA on Category 9 Creditors

31.1 *Compromise of Specific Liabilities*

The CVA will compromise the Specific Liabilities (as set out in Schedule 13 (*Non-Critical Specific Liabilities*)) to 1% of the value of the outstanding claim amount to be determined by reference to the amount most recently agreed between OCC and the relevant Category 9 Creditor or an amount determined by OCC with its advisers, as detailed in Schedule 13 (*Non-Critical Specific Liabilities*).

31.2 *Category 9 Creditor payment*

- (a) OCC will discharge the HMRC Tax Liability by making the payments as set out in Schedule 13 (*Non-Critical Specific Liabilities*) in the times as set out therein.
- (b) Such payments shall be in addition to any Compromised Creditor Fund Payment to which the relevant Compromised Landlords may be entitled. For the avoidance of doubt, the Shareholder Creditors shall not receive a Compromised Creditor Fund Payment.
- (c) Provided that no Challenge Application is made, the amounts due to HMRC will be payable in two equal instalments:
 - (i) the first 50% (fifty per cent.) instalment owed will be paid on a pro rata basis by 1 December 2019; and
 - (ii) the final 50% (fifty per cent.) instalment will be paid on a pro rata basis by 1 February 2020.
- (d) For the avoidance of doubt, if a Challenge Application is made, HMRC will remain entitled to such payment only upon discharge of the challenge by the Court.

31.3 *Full release and discharge*

From the Effective Date, each Category 9 Creditor irrevocably and unconditionally releases and discharges OCC from any further claims and demands with respect to the Specific Liabilities owed to it.

32 The effect of the CVA on Rating Authorities

32.1 *Category 2 Rating Authorities*

- (a) The Business Rates due to each Category 2 Rating Authority in respect of each Category 2 Premises shall be 75% (seventy five per cent) of the Rating Liability from the Effective Date until expiry of the Rates Concession Period (the "Category 2 Compromised Rates Liability").

- (b) From the Effective Date, OCC will pay on current payment dates the Category 2 Compromised Rates Liability in monthly instalments, calculated on a pro rata basis. For the avoidance of doubt, OCC will continue to receive the benefit of payments in monthly instalments to the Category 2 Rating Authority.

32.2 *Category 3 Rating Authorities*

- (a) The Business Rates due to each Category 3 Rating Authority in respect of each Category 3 Premises shall be 50% (fifty per cent) of the Rating Liability from the Effective Date until expiry of the Rates Concession Period (the “Category 3 Compromised Rates Liability”).
- (b) From the Effective Date, OCC will pay on current payment dates the Category 3 Compromised Rates Liability in monthly instalments, calculated on a pro rata basis. For the avoidance of doubt, OCC will continue to receive the benefit of payments in monthly instalments to the Category 3 Rating Authority.

32.3 *Category 4 Rating Authorities*

- (a) The Business Rates due to each Category 4 Rating Authority in respect of each Category 4 Premises shall be 50% (fifty per cent) of the Rating Liability from the Effective Date until expiry of the Rates Concession Period (the “Category 4 Compromised Rates Liability”).
- (b) From the Effective Date OCC will pay on current payment dates the Category 4 Compromised Rates Liability in monthly instalments, calculated on a pro rata basis. For the avoidance of doubt, OCC will continue to receive the benefit of payments in monthly instalments to the Category 4 Rating Authority.

32.4 *Category 5 Rating Authorities*

- (a) The Business Rates due to each Category 5 Rating Authority in respect of each Category 5 Premises shall be 25% (twenty five per cent) of the Rating Liability from the Effective Date until the Category 5 End Date (the “Category 5 Compromised Rates Liability”).
- (b) From the Effective Date OCC will pay on current payment dates the Category 5 Compromised Rates Liability in three instalments, calculated on a pro rata basis. For the avoidance of doubt, OCC will continue to receive the benefit of payments in monthly instalments to the Category 5 Rating Authority.

32.5 *Category 6 Rating Authorities*

- (a) Category 6 Premises will be exited from the Effective Date and accordingly no further Business Rates liability will be incurred by OCC.
- (b) Category 6 Rating Authorities shall be entitled to receive a one-time payment as set out in Schedule 14 (*List of Business Rating Authorities*) at the times as set out therein.

32.6 *Category 7 Rating Authority*

The Business Rates due to the Category 7 Rating Authority in respect of the Category 7 Premises shall be 100% (one hundred per cent) of the Rating Liability from the Effective Date until the Category 7 End Date (the “Category 7 Compromised Rates Liability”).

“Pro Rata Share” means, in relation to a Compromised Creditor Fund Participant, the proportion borne by that Compromised Creditor Fund Participant’s Allowed CVA Claim to the Total Allowed CVA Claims.

“Proposal” means the proposals of the Directors for the CVA (comprising these terms of the CVA).

“Proxy Form” means a form of proxy for the Creditors’ Meeting or for the Shareholders’ Meeting available in hard ~~copy upon request.~~

“Rates Concession Period” means the period from the Effective Date to 31 March 2020.

“Rates Liability” means the amounts owed to the Relevant Rating Authority in the Current Business Rates Year.

“Rating Authority Creditors” means each Relevant Rating Authority.

“Relevant Rating Authority” means each rating authority listed in Schedule 14 (*List of Business Rating Authorities*).

“Relevant Rating Legislation” means:

- (a) in the case of any Premises located in England and Wales, the Local Government Finance Act 1988, the Non-Domestic Rating (Unoccupied Property) (England) Regulations 2008, the Non Domestic Rating (Unoccupied Property) (Wales) Regulations 2008 and the Rating (Empty Properties) Act 2007; and
- (b) in the case of any Premises located in Scotland, the Local Government (Scotland) Act 1975, the Lands Valuation (Scotland) Act 1854, the Valuation and Ratings (Scotland) Act 1956, the Local Government (Financial Provisions etc.) (Scotland) Act 1962; the Local Government (Scotland) Act 1966; the Local Government (Scotland) Act 1975; and the Local Government (Scotland) Act 1997 and any regulations or orders made under or in terms of any of the same;
- (c) in the case of any Premises located in Northern Ireland, Schedule 8A of the Rates (Northern Ireland) Order 1977 as amended by the Rates (Amendment) (Northern Ireland) Order 2006 and paragraph 3 of the Non-Domestic Rating (Unoccupied Property) Regulations (Northern Ireland) 2004; and
- (d) in the case of any Premises located in the Republic of Ireland, the Local Government Reform Act, 2014, the Valuation Act 2001 and the Valuation (Amendment) Acts 2015, together with any subsequent and amending legislation and all Statutory Instruments issued thereunder.

“Rent Concession Period” means:

- (a) for each Category 2 Lease, Category 3 Lease and Category 4 Lease the period commencing on the Next Payment Date and ending on the earlier of:
 - (i) the date that the relevant Lease expires or is otherwise determined; and
 - (ii) the payment date falling 36 months after the Next Payment Date; and
- (b) for each Category 5 Lease, the period commencing on the Effective Date and ending on the earlier of:
 - (i) the date that the relevant Lease expires or is otherwise determined; and
 - (ii) the date falling 3 months after the Effective Date.

SCHEDULE 6
LIST OF CATEGORY 2 LEASES

Site Name	Site Address	Landlord
Kingston	72-76 Clarence St, Kingston upon Thames, KT1 1NW	Mountcrest Associates Limited
Preston	Ground and 1st Floor, Crystal House, Fishergate, Preston, PR1 2AH	HVM (Crystal House) Ltd
Birmingham Piccadilly	Piccadilly Arcade, 105 New St, Birmingham, B2 4EU	Hortons Estates Ltd
Bicester	Unit 1 Wyevale Nursey, Bicester Ave, Oxford Road, Bicester, Oxfordshire, OX25 2NY	Blue Diamond UK Ltd
Carmarthen	Unit 5/5A St Catherines Walk, Carmarthen, Carmarthenshire, SA31 1GA	St James Place UK PLC and British Overseas Bank Nominees Ltd
Cardiff	11 Wharton St, Cardiff, South Glamorgan, CF10 1AG	Northern Ireland Local Government Officers superannuation Committee
Brighton - Western Road	186 Western Road, Brighton, West Sussex, BS1 2BA	Brighton and Hove City Council
Milton Keynes	Elder Gate, The Portway, Milton Keynes, Buckinghamshire, MK9 1EN	Associated British Foods Pension Trustees Ltd
London - Islington	116-118 Islington High St, Islington, London, N1 8EG	Ian Bertram Lewis and Brendan Bushe
Fort William	102 High St, Fort William, PH33 6AD	Glen Nominees Ltd
Horsham	62 West Street, Horsham, West Sussex, RH12 1PL	Morningside Holdings Limited
Bagshot	150-152 London Road, Bagshot, Surrey, GU19 5DG	The Nottinghamshire County Council
Swindon	Mannington Retail Park, Telford Way, Swindon, Wiltshire, SN5 8WA	SW Pooled Property ACS Fund 1
Leeds	8, 10 and 12 Lands Lane and Albion Place, Leeds, LS1 6LD	Leeds & London Development Ltd
Reading	271 Basingstoke Road, Reading, Berkshire, RG2 0HY	European Settled Estates plc
London - West Hampstead	275 West End Lane, West Hampstead, London, NW6 1QS	Inworth Property Co Limited

SCHEDULE 14
LIST OF BUSINESS RATING AUTHORITIES

Names of Rating Authorities	Compromised Business Rates Payable
Category 1 Rating Authorities	
Aberdeen City Council	100% of current Business Rates
Allerdale Borough Council	
Bath And North East Somerset Council	
Belfast City Council	
Bournemouth Borough Council	
Bristol City Council	
Cambridge City Council	
Central Bedfordshire Council	
Chichester District Council	
City Of Edinburgh Council	
City Of London	
City Of Westminster	
Conwy County Borough Council	
Cornwall Council	
Cotswold District Council	
Craven District Council	
Dacorum Borough Council	
Dartford Borough Council	
Derbyshire Dales District Council	
East Devon District Council	
East Northamptonshire Council	
Eastleigh Borough Council	
Exeter City Council	
Glasgow City Council	

Guildford Borough Council	
Harrogate Borough Council	
Leicester City Council	
Liverpool City Council	
London Borough Of Islington	
Maidstone Borough Council	
Manchester City Council Chief Executive	
Newcastle City Council	
North Wiltshire District Council	
Norwich City Council The Head Of Housing Services	
Nottingham City Council	
Portsmouth City Council	
Powys County Council	
Richmondshire District Council	
Royal Borough Of Kensington And Chelsea	
Runnymede Borough Council	
Salisbury District Council	
South Gloucestershire Council	
South Lakeland District Council	
St Albans City Council District Offices	
St Edmundsbury Borough Council	
Stirling Council	
The Highland Council	
Trafford Mbc	
Wandsworth Borough Council	
Wychavon District Council	
Category 2 Rating Authorities	

<p>Birmingham City Council</p> <p>Brighton And Hove Council</p> <p>Cardiff County Council</p> <p>Carmarthenshire County Council</p> <p>Cherwell District Council</p> <p>Horsham District Council</p> <p>Leeds City Council</p> <p>London Borough Of Camden</p> <p>London Borough Of Islington</p> <p>Milton Keynes Borough Council</p> <p>Preston Borough Council</p> <p>Reading Borough Council The Chief Executive</p> <p>Royal Borough of Kingston Upon Thames</p> <p>Surrey Heath Borough Council</p> <p>Swindon Borough Council</p> <p>The Highland Council</p>	<p>75% of current Business Rates</p>
Category 3 Rating Authorities	
<p>Birmingham City Council</p> <p>Brighton And Hove Council</p> <p>Carlisle City Council</p> <p>Cheshire East Council</p> <p>Cheshire West And Chester Council</p> <p>City Of Westminster</p> <p>Durham County Council</p> <p>Leeds City Council</p> <p>London Borough Of Bromley</p> <p>London Borough Of Hounslow</p>	<p>50% of current Business Rates</p>

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Agenda Item 5

By virtue of paragraph(s) 14 of Part 4 of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007.

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Agenda Item 6

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Agenda Item 7

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Agenda Item 8

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