

Ref: FLT/SEC/AH/43/NOTICES
Direct line: 0131 777 2232

Dougie Taylor
email: scarragher@uk.ey.com

Dear Sir/Madam

T.O.M. Vehicle Rental Limited (formerly known as T.O.M. Airdrie Limited) ("the Company")

I write to inform you that on 28 March 2018, the Company entered Administration and Colin Peter Dempster and Fiona Livingstone Taylor were appointed as Joint Administrators. The appointment was made by the Directors under the provisions of paragraph 22(2) of Schedule B1 to the Insolvency Act 1986. Formal notice of the appointment of Administrators for the Company is publically available on Companies House.

I enclose a copy of your letter and request for settlement of charges/contraventions incurred by the Company.

Please note that the Company ceased to trade following the Administrators' appointment. Accordingly, the Company's former operating sites and headquarters were vacated and their vehicle management systems are no longer in operation.

Control of the Vehicle

Please be aware that:

- At the time of the Joint Administrators' appointment, the vehicle referred to in your letter ("the Vehicle") was held by the Company subject to a finance arrangement with a third party funder and was on hire to one of the Company's customers.
- The Joint Administrators have not adopted the finance contract with the funder, and the funder has since repossessed the Vehicle from the Company.
- The Vehicle is one of around twelve thousand vehicles which were held by the Company subject to finance arrangements with various third party funders and which have been repossessed as a result of those funders exercising their contractual rights of repossession under the relevant finance arrangements.

- The third party funders are in the process of notifying the DVLA of the change of registered keeper for each vehicle. In the interim, the Joint Administrators do not have any access to the relevant information to confirm which funder repossessed the Vehicle nor when the repossession occurred.
- Similarly, the Joint Administrators do not have the relevant details to confirm which customer hired the Vehicle from the Company and/or was operating the Vehicle at the time the relevant charges/contraventions were incurred.
- Pursuant to the Insolvency Act 1986, the Joint Administrators have an overriding duty to act in the interests of the creditors of the Company as a whole. In this case, it would not be in the interests of the creditors of the Company for the Joint Administrators to expend the funds available for distribution to creditors in collating and investigating the Company's records in order to verify the details of the repossession of each vehicle and/or the relevant customer details for the benefit of a relatively small number of ordinary creditors of the Company. Accordingly, the Joint Administrators are not in a position to make any further investigations in this regard.

The charges

The charges detailed in your letter (and any equivalent charges which may be levied by you against the Company) therefore rank as an ordinary claim in the Administration of the Company. Should you wish to intimate an unsecured claim in the Administration, you would be required to complete the proof of debt form enclosed, which was included in the Proposals sent to all known creditors on 4 April 2018, and return this to the address noted above with supporting documentation evidencing the sums due.

For the avoidance of doubt, the Joint Administrators act solely as agents of the Company and have no personal liability whatsoever to pay the relevant charges, nor for any other claims, complaints, causes of action, demands, actions, or liabilities whatsoever in connection with or arising out of the events detailed in your letter.

Legal proceedings

Any action, suit, prosecution or other proceedings against the Company and/or the Joint Administrators arising out of or in connection with the events detailed in your letter should therefore be discontinued. Additionally, you should inform any instructed collection agents of the contents of this letter and request that further reminders for settlement are not issued.

For the avoidance of doubt, please note that the contents of this letter also apply to any other charges/contraventions incurred by the Company, where the Company was the registered keeper for the vehicle at that time.

Should you have any queries in relation to the above, or require further assistance, please do not hesitate to contact my colleague Eddy Wright on 0131 777 2232.

Yours faithfully
for the Company



Shona E Carragher
for F L Taylor
Joint Administrator

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F L Taylor is licensed in the United Kingdom to act as an insolvency practitioner by The Institute of Chartered Accountants in England and Wales and C P Dempster is licensed in the United Kingdom to act as an insolvency practitioner by The Institute of Chartered Accountants of Scotland.

The affairs, business and property of the Company are being managed by the Joint Administrators, F L Taylor and C P Dempster, who act as agents of the Company only and without personal liability.

The Joint Administrators may act as data controllers of personal data as defined by the General Data Protection Regulation 2016/679, depending upon the specific processing activities undertaken. Ernst & Young LLP and/or the Company may act as a data processor on the instructions of the Joint Administrators. Personal data will be kept secure and processed only for matters relating to the Joint Administrators' appointment. The Office Holder Data Privacy Notice can be found at www.ey.com/uk/officeholderprivacy

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 it 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 in Administration* (a)

(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 liquidation 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 the commencement of the winding up is:

Date

- (i) *in a voluntary winding up the date of the resolution by the company for winding up (section 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)*

PARTICULARS OF EACH DEBT

Notes

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

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| <p>1. <i>Describe briefly the debt, giving details of its nature, the date when it was incurred and when payment became due.</i></p> <p><i>Attach any documentary evidence of the debt, if available.</i></p> | <p>1. Particulars of debt:</p> |
| <p>2. <i>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.</i></p> | <p>2. Amount of debt:</p> |
| <p>3. <i>Insert the nature and amount of any preference under Schedule 6 of the Act claimed in respect of the debt.</i></p> | <p>3. Preference claimed for debt:</p> |
| <p>4. <i>Specify and give details of the nature of any security held in respect of the debt including</i></p> <p style="margin-left: 20px;">a) <i>the subjects covered and the date when it was given;</i></p> <p style="margin-left: 20px;">b) <i>the value of the security.</i></p> <p><i>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).</i></p> <p><i>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</i></p> | <p>4. Security for debt:</p> |
| <p>5. <i>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).</i></p> | <p>5. Total amount of the debt:</p> |
| <p>6. <i>In the case of a member state liquidator creditor, specify and give details of underlying claims in respect of which he is claiming as a creditor.</i></p> | <p>6. Underlying claims</p> |

Notes to Administration Statement of Claim Form:

1. Please attach a detailed statement of your account as at the date on which the Company entered Administration
2. If your claim is preferential (e.g., for wages, holiday pay or certain pension arrears) or secured please give details and attach supporting documentation.
3. VAT bad debt relief may usually be claimed six months after the date of supply.

Extracts from the Insolvency (Scotland) Rules 1986

2.33 hire-purchase, conditional sale and hiring leasing agreements

1. Subject as follows, an owner of goods, under a hire-purchase agreement or under an agreement for the hire of goods for more than 3 months, or a seller of goods under a conditional sale agreement, is entitled to vote in respect of the amount of the debt due and payable to him by the company on the date that the company entered administration.
2. In calculating the amount of any debt for this purpose, no account shall be taken of any amount attributable to the exercise of any right under the relevant agreement, so far as the right has become exercisable solely by virtue of the making of an administration application, a notice of intention to appoint an administrator or any matter arising as a consequence, or of the company entering administration.