

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.