

Status: This version of this part contains provisions that are prospective.
Changes to legislation: There are currently no known outstanding effects for the
 The Insolvency (Scotland) Regulations 2003, (See end of Document for details)

SCHEDULE 1

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F1 Sch. 1 revoked (30.11.2016) by The Bankruptcy (Scotland) Act 2016 (Consequential Provisions and Modifications) Order 2016 (S.I. 2016/1034), art. 1, Sch. 2 Pt. 2

Regulation 21

SCHEDULE 1
 FORM 5
 STATEMENT OF CLAIM BY CREDITOR
 Bankruptcy (Scotland) Act 1985, Sections 22(2)(a) and 48

<p>WARNING</p> <p>It is a criminal offence</p> <ul style="list-style-type: none"> • 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 debtor who knows or has reason to believe that it is false to fail to report it to the creditors or permanent trustee within one month of acquiring such knowledge. <p>On conviction either debtor or debtor may be liable to a fine and/or imprisonment.</p>	<p>Separation of the estate of</p> <p>(a) _____</p> <p>(b) _____</p> <p>(c) _____</p> <p>(d) _____</p> <p>(e) _____</p> <p>(f) _____</p> <p>I submit a claim of £1 _____</p> <p>I hereby sever and certify that the above separation and entry that the particulars of the debt or debts making up this claim, which are set out hereinafter, are true, complete and accurate, to the best of my knowledge and belief.</p> <p>Signed _____ Creditor/agent acting on behalf of creditor</p> <p>Date _____</p>
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PROSPECTIVE

PARTICULARS OF EACH DEBT

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

<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>Attach any documentary evidence of the debt, if available.</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 date of preparation. Interest may only be claimed if the creditor is entitled to it. Show separately any VAT on the debt and indicate whether the VAT is being claimed back from HM Customs and Excise.</i></p> <p>3. <i>Specify and give details of the nature of any security held in respect of the debt including:</i></p> <p>(a) <i>the subjects covered and the date when it was given;</i></p> <p>(b) <i>the value of the security.</i></p> <p><i>Note: The permanent trustee may, at any time after 28 weeks from the date of sequestration, require a creditor to discharge a security or to convert or assign it to him by payment of the value specified by the trustee.</i></p> <p>(c) <i>whether the creditor is surrendering or undertaking to surrender the security.</i></p> <p><i>Security is defined for the purposes of the Bankruptcy (Scotland) Act 1985 as meaning "any security, movable or immovable, or any right of claim, retention or preference".</i></p> <p>4. <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 creditor.</i></p> <p>Attach documentary evidence of debts.</p> <p>5. <i>In calculating the total amount of the claim, a secured creditor must deduct the value of any security so retained by him, unless he surrenders it (see note 3c) above).</i></p>	<p>1. Particulars of debt</p> <p>2. Amount of debt</p> <p>3. Security for debt</p> <p>4. Underlying claims</p> <p>5. Total amount of the debt</p>
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