

Statutory Demand

under section 123(1)(a) of the Insolvency Act 1986 [*]-
~~under section 222(1)(a) of the Insolvency Act 1986 [*]~~
*[Delete whichever is not applicable]

Warning

- This is an **important** document. This demand must be dealt with **within 21 days** after its service upon the company or a winding-up order could be made in respect of the company.
- Please read the demand and notes carefully.

Notes for Creditor

- The person making this demand must complete the whole of sections 1, 2 (including Part B if applicable) and 3 and the authentication (including the date) at the end.
- The details given in Section 1 must comply with rule 1.6 of the Insolvency (England and Wales) Rules 2016 (IR 2016).
- The Details of Debt (Section 2) must include all the relevant matters listed in the margin notes at Section 2. These should be set out in the order given unless the person completing the demand considers that a different order would be more convenient for the recipient.
- The creditor must give details of an individual with whom the Company can communicate about the Demand in Section 3.
- The authentication must comply with rule 1.5 of the IR 2016. If signatory of the demand is a solicitor or other agent of the creditor the name of his/her firm should be given.

Section 1 - DEMAND

To *[Insert details of Debtor Company]* GCV Ltd

Name: GCV Ltd (The Company)

[If registered, insert its registered name; if unregistered, its name]

Registered No. (if any): Company #10189809

[If incorporated in England and Wales under the Companies Act 2006 or a previous Companies Act, its registered number]

Address: Unit 2 99-101 Kingsland Road, London, United Kingdom, E2 8AG

[If registered, insert its registered office; if unregistered, the postal address of any principal place of business]

~~*[Or, if the Debtor Company was incorporated outside the UK insert the following details]**~~

~~**Country or territory in which incorporated:**~~

~~**Registered No.** (if any):~~

~~**No.** (if any) under which registered under Part 34 of Companies Act 2006:~~

~~**[delete if not applicable]*~~

This demand is made under **[section 123(1)(a)][section 222(1)(a)][*]** of the **Insolvency Act 1986** *[* delete whichever section is not applicable]*

and is served on you by the creditor *[insert details of Creditor below]*

Name: J Earl Ltd

[If a registered company, insert its registered name; if unregistered, its name; if an individual, his or her full name]

Registered No. (if any): Company #10272485

[If a company incorporated in England and Wales under the Companies Act 2006 or a previous Companies Act, insert its registered number]

Address: 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ

[If a registered company, insert its registered office; if unregistered, the postal address of any principal place of business; if an individual, his or her personal or professional address (as appropriate)]

~~*[Or, if the Creditor is a company incorporated outside the UK insert the following details]**~~

~~**Country or territory in which incorporated:**~~

~~**Registered No.** (if any):~~

~~**No.** (if any) under which registered under Part 34 of Companies Act 2006:~~

~~**[delete if not applicable]*~~

The creditor claims that the Company owes the sum of £177,292.80, full details of which are set out in section 2 of this Demand.

Section 2

A. Details of Debt

These details must include the following information:

(a) the amount of the debt as at the date of this demand;

(b) the consideration for the debt (or if there is no consideration the way in which it arose); the date on which the debt arose should also be included;

(c) if the demand is founded on a judgment or order of a court, details of the judgment or order;

(d) if the creditor is entitled to the debt by way of assignment, a statement to that effect and that the details of the relevant assignment(s) are given in Part B below (which must then also be filled in);

(e) if the sums demanded include (i) any charge by way of interest not previously notified to the company as included in its liability and/or (ii) any other charge accruing due from time to time, each such charge must be separately identified (if claimed) with the amount or rate of the charge and the grounds upon which payment is claimed: the amount claimed for such charges must be limited to that which has accrued due at the date of the demand.

The amount due: £177,292.80 This is calculated to be:

£164,160 = 12 months of IP misappropriation, calculated to be 76% of £15,000 + 20% VAT per month.
An 8% finance of £13,132.80 has been applied for the invoice not being paid on time as per the invoice.

The debt arose on 26 June 2018. Each month on the 26th the debit has arisen by £13,680 (76% of £15,000 + 20% VAT)

A letter was sent out on 5th June to Mr Busfield (primary beneficiary of GCV Ltd), and the registered address of the company as signed as tracked by Royal Mail tracking codes BH598131616GB and BH598131620GB. Both letters were received by Mr Busfield, Mr Dimitrov (registered 100% shareholder and only director) and Mr Voce (who assists Mr Busfield and appears on the GCV Ltd banking mandate). No party has disputed the debt or invoice.

The debt is owed to Jason Earl, but payable to Mr Earl's service company "J Earl Ltd" as per the invoice sent in June 2019. This company is wholly controlled by Mr Earl.

Mr Busfield, Mr Voce and Mr Dimitrov collectively run GCV. Mr Busfield is the controlling mind, but Mr Dimitrov appears on Companies House and Mr Voce is named on the bank mandate.

Part B [For completion if the creditor is entitled to the debt by way of assignment]

	Name	Date(s) of Assignment
Original creditor		
Assignees		

Section 3

The Company must pay the above debt within 21 days of service of this demand on the Company after which the creditor may present a winding-up petition unless the Company offers security for the debt and the creditor agrees to accept security or the Company compounds the debt with the creditor's agreement.

The individual or individuals to whom any communication regarding this demand may be addressed is/are:

Name	Jason Earl	Jonathan Waters
Address	J Earl Ltd, 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ	1 Frederick Terrace, Frederick Place, Brighton, BN1 1AX
Electronic address	jaseearl@gmail.com	iw@helix-law.com
Telephone Number	07479359581	01273 761 990
Reference	MAY19GEB01	

How to comply with a statutory demand

If the Company wishes to avoid a winding-up petition being presented it must pay the debt shown on page 1, details of which are set out on page 2 of this notice, within the period of **21 days after** its service upon the Company. Alternatively, the Company can attempt to come to a settlement with the creditor. To do this an officer or representative of the Company should:

- inform the individual (or one of the individuals) named in Part A above immediately that it is willing and able to offer security for the debt to the creditor's satisfaction; or
- inform the individual (or one of the individuals) named in Part A immediately that it is willing and able to compound for the debt to the creditor's satisfaction.

If the Company disputes the demand in whole or in part it should contact the individual (or one of the individuals) named in Part A immediately.

REMEMBER!

The Company has only 21 days after the date of service on it of this document before the creditor may present a winding-up petition.

NOTE:

The Company has the right to make an application to the court(*) for an injunction restraining the creditor from presenting a winding-up petition or from advertising it.

Insert the name of the court (hearing centre) to which, according to present information, the company must make the application

(*) The court to which an application should be made is:
Thomas More Building
Royal Courts of Justice
Strand
London
WC2A 2LL

Note: The demand must be dated, and authenticated either by the creditor, or a person authorised to make the demand on the creditor's behalf. A demand which is authenticated by a person other than the creditor must state that the person is authorised to make this demand on the creditor's behalf and state the person's relationship to the creditor.

Authentication

Signature of individual:



Name: JASON EARL

(Block Letters)

Date: 27th June 2019

Address: J Earl Ltd, 71-75 Shelton Street, London, Greater London, United Kingdom, WC2H 9JQ

Telephone number: 07479359581

Ref: MAY19GEB01

[I, the above-signed, not being the creditor herein, state as follows:

I am authorised to make this demand on the creditor's behalf.

My position in/relationship to the creditor is [insert] I am the sole member of the creditor

[if the creditor is a body corporate of which the signatory is the sole member] I am the sole member of the creditor]



Jay Earl <jaseearl@googlemail.com>

Re: FW: GCV Ltd - Jason Earl Demand £150,000

1 message

Jason Earl <jaseearl@googlemail.com>

Sun, Jun 16, 2019 at 12:37 AM

To: George Eaton-Busfield <george@g-cv.com>, Ivaylo Dimitri <ivaylo@g-cv.com>, Adam Voce <adam@g-cv.com>

Cc: "ivo101329@gmail.com" <ivo101329@gmail.com>, Albie Turner <albie@versaaccountants.co.uk>

George & Stakeholders of GCV Ltd,

Despite giving you a two day extension on the evening of Wed 12th June 2019, I have not had any further reply from any of you. This two day extension was given to allow Mr Voce, and Mr Dimitrov to respond on behalf of GCV Ltd. It has been acknowledged the letter(s) have been received on 6th June and the debt has not been disputed during this time. Therefore, it is now taken that the debt is valid in full and has been accepted as outlined from the resolution terms listed in my letter received on 6th June.

I trust payment will be made by the end of 26th June 2019. May I remind you if this not done, alongside returning my IP, there will be a further invoice for £11400 + VAT for the period of May 2019 - June 2019 due that day, alongside an 8% finance charge, and commercial interest at 8.75%.

Regards,

Jase.

On 12/06/2019 23:15, Jason Earl wrote:

Dear George & Stakeholder(s) of GCV,

(That is Mr Dimitrov who is a director, and Mr Voce who acts on the banking mandate)

Thanks for your reply. Unfortunately, the contents and timing of it are all too predictable. Irrespective of the state of your health, my understanding of UK law is that ill health can not exonerate one from persistent acts of misappropriation or theft.

You imply and embellish that my actions will cause harm to individuals and companies when all I am seeking is compensation; in this case for misappropriated intellectual property.

I sent my correspondence to the director of GCV as well yourself. I gave a precise date for any dispute. Your statements about your health do not preclude Mr Dimitrov from acting by this date, or Mr Voce whom I believe appears on the GCV baking mandate. Therefore I'm raising the invoice immediately, for payment in 14 days. See invoice attached.

As an act of good faith I am willing to give until the end of Friday (11:59pm BST, 14 June 2019) should you, Mr Voce or Mr Dimitrov wish to propose genuinely fair amendment(s) to the claim laid out in my original letter. In the event this doesn't happen, my invoice attached

here stands, and payment terms are 14 days from now (11:59pm BST, 26th June 2019). However, history has illustrated that you often delay matters to avoid delivering. It is evident from the fact that staff have not received their promised shares some years later. Furthermore, your offer to assist with property matters never materialised (due to the fact your failure to file accounts has impeded my ability to get on the property ladder along with being underpaid for many years).

Payment is due, in full, by the end of 26th June 2019 to cover the period 26th June 2018 - 25th May 2019. I will invoice a further £11,400 plus 20% VAT on 26th June 2019 for the period of 26th May 2019 to 25th June 2019, should this matter remain unresolved. I also expect my IP to be returned/transferred to myself in full by this date as part of this settlement.

Regards,
Jase

On 12/06/2019 16:54, George Eaton-Busfield wrote:

Dear Mr Earl,

I understand you sent this correspondence a few days ago and that you have asked for a reply by today to prevent you undertaken various actions that would likely aim to cause harm to individuals and companies.

As I have relayed to you many times over recent years you are aware that I am in very poor health and indeed that this has been deteriorating further.

I note at times you have mocked and/or inferred that you think this not to be the case or some sort of fabrication despite me having evidenced the same to you – often as a result of me trying to assist or do something for related companies despite the situation which as I say has deteriorated.

This is simply not the case and my ill health is severely debilitating.

Accordingly, I have not been able to consider or address your letter.

I copy in my Consultant Doctor, the Companies' Accountants and Directors and lawyer David Bailey all who are aware of my health position realities.

All I can suggest is that I will do my best to try and get a further response to you within 7 days if I am able and indicate that I am at least willing still to discuss these matters with you as amicably as possible such as I may be able.

Regards,

George

From: Oscar Blanks <oscar@versaaccountants.co.uk>
Sent: 06 June 2019 15:31
To: Adam Voce <adam@g-cv.com>; George Eaton-Busfield <george@g-cv.com>
Cc: Albie Turner FCCA <albie@versaaccountants.co.uk>
Subject: GCV Ltd

Dear Stakeholders of GCV Ltd,

Please find attached mail we have received today on behalf of GVC Ltd.

Regards

Oscar

VERSA

Oscar Blanks



Trainee Accountant

Versa Accountants



Unit 2, 99-101 Kingsland Road, London, E2 8AG



Email: oscar@versaaccountants.co.uk

Tel: 0208 0379811



Web: versaaccountants.co.uk

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Jason Earl
J Earl Ltd
71-75 Shelton Street
Covent Garden
London
WC2H 9JQ

T +44 (0)7479 359581
jaseearl@gmail.com

4th June 2019

GCV Ltd,
Unit 2 99-101 Kingsland Road,
London,
E2 8AG.

Dear Mr Busfield & Stakeholders of GCV

(I believe Mr Dimitrov manages GCV according to Companies House),

In 2016, Mr Busfield administered the RAN/JET deal, Mr Busfield will be more than aware that The JET Group Services Ltd ("JETGS"), formally J Earl Trading Ltd holds intellectual property that is owned exclusively by me. Mr Busfield will be more than aware of the changes made on Companies House in June 2018 where shareholdings got misappropriated. It raises disputes concerning both shareholdings (with past RAN shareholders) and my IP, which was exclusively under my ownership until this unlawful event. The purpose of this letter is to:

- Outline the background circumstances arising to this. Albeit none of this should come as a surprise to Mr Busfield, given he is the controlling mind and clear protagonist behind all events outlined in this document.
- Invite Mr Busfield & GCV to engage a resolution to this matter.

Background:

As part of the RAN/JET deal in 2016 that was orchestrated predominantly by Mr Busfield (something he took great pride in), RAN shareholders accepted that I was entrusted to manage the two JET companies (The JET Group Services Ltd aka "JETGS", and The JET Group Ltd aka "JETG") to mitigate against ongoing threats from past corrupt RAN directors. Therefore, all RAN &

mitigate against ongoing threats from past corrupt RAN directors. Therefore, all RAN & JET shareholders agreed RAN shareholders would have a pari passu stakeholding in both JET companies once this threat had passed. The deal was structured and agreed between us such that RAN assets got sold to JET as settlement for my intellectual property claim of £15,000/month. This deal was executed, witnessed and agreed by all staff, shareholders, directors and solicitors in RAN and both JET companies.

On 26th June 2018, you logged in to Companies House and changed the shareholdings for The JET Group Services Ltd such that you made Mr Dimitrov a 76% shareholder. It was done unlawfully as there was no approval from myself or any other stakeholders. You were well aware that this was an unlawful change that was challenged by me and others, with Mehul and Aubrey being the most vocal.

I know you will claim there was a Deed of Trust. You believe in your defence that it validates the shareholder changes. This defence does not stand up for many reasons, but fundamentally the document was fraudulently procured because you insisted I sign the document, knowing the 76% shareholding was incorrect; as there was no way the other RAN shareholders would be able to receive the agreed pari passu equity with the remaining 24%. I am more than aware that the business has spent large sums of money on how to handle fraudulently misrepresented documents, so I don't believe it is in your interest to even entertain this as it will not be a valid defence in an open court.

The changes on Companies House have subsequently alienated both senior staff and shareholders from you. I and senior staff already had reservations over your judgement as a representative 52% shareholder. Despite this, we asked you to change this back over 11 months ago, requesting that you engage with relevant parties to resolve this dispute. We have now waited for almost a year, yet no action has been taken to provide resolution to any of the ongoing shareholder and tax disputes you have concocted.

It is becoming quite apparent that there is no intention from you to resolve any matters; therefore, I must take my own course of action, as I believe others are doing so, such as Chandrakant Patel, and HMRC.

It is common knowledge that Mr Dimitrov is merely acting as a proxy for you, as he lives in your property. Many are aware of phone calls where you admitted to making changes on Companies

House and stated: "Mr Dimitrov & Mr Williams (current directors of JETGS) are willing to go to jail for us". Your partner in crime, Mr Adam Voce, quickly and stupidly tried to qualify this with: "there is nothing dodgy about it". Independently, investigations by HMRC have queried your role in the RAN and JET companies. I recall an HMRC letter from Nov 2018 trying to assert your role as the "controlling mind" in RAN, JETGS, JETG, and GCV.

Resolution:

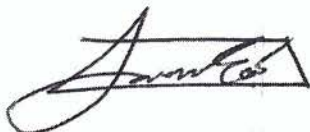
Below outlines my reasoning, which I believe to be equitable.

- I attach an email where you openly accept the value of my IP at £15,000/month. This valuation comes from the RAN/JET deal, that you orchestrated and is binding from the fact all shareholders ratified this deal alongside being witnessed by staff, accountants and lawyers on all sides (Setfords, David Bailey & Fletcher Day). Fletcher Day was instructed to manage the transfer of the IP from me, as a natural person to the company, JETGS.
- A fraudulent confirmation statement was filed by you on the morning of 26th June 2018. It reassigned a 76% shareholding from me, and thus gave a 76% ownership of my IP to Mr Dimitrov. As of 26th May 2019, 11 months have elapsed. Despite this transfer of ownership, no payment was made for this transfer of assets. I have held off from pursuing this as I did not want it to distract you from settling other shareholder & tax matters.
- From this, it is reasonable to say 76% of my IP, valued at £15,000, has been held by your associate, Mr Dimitrov, for a period of at least 11 months. Therefore I make this calculation to be $11 \text{ months} * £15,000 * \text{the } 76\% \text{ misappropriated shareholding}$, which is $11 * £11,400 =$ **£125,400**.
- Due to the sum of money involved, I believe 20% VAT applies. This works out to be **£25,080** on the sum of £125,400
- This makes the total outstanding as of 26th May 2019 to be **£150,480**
- **£11,400** plus 20% VAT will be invoiced on the 26th of each subsequent month unless the matter is resolved in full.

- Unless this claim is settled in full, I am entitled to cut off access to my IP at a time of my choosing.
- You have openly bragged on a few occasions about the changes made on Companies House in June 2018 were executed by yourself. Therefore, you and GCV (as opposed to JETGS) must be held liable. It was an unauthorised transfer where you acted as a shadow director. As I was the sole shareholder and director at the time named on Companies House, I am entitled to make these claims in full.
- GCV Ltd is held jointly and severally liable because Mr Dimitrov is the sole shareholder and director of GCV Ltd. You have self-approved payments from JETGS to GCV Ltd with no invoices or formal approval via Metro Bank. I have discovered that you deliberately violated the rules set up in the bank mandate by using Mr Voce's bank login. Mr Voce named on the banking mandate for GCV Ltd. It is clear that GCV is run mostly for the benefit of you.
- I am aware other 3rd parties previously (past shareholders/management) and currently (HMRC, IBM and Chandrakant Patel) hold disputes and claims with you directly, or indirectly via the JETGS, RAN or GCV entities. These matters are separate and must be addressed in isolation. It will avoid attributing a delay to a third party. (A common tactic of yours.)

If calculations differ from mine, please let me know with supporting calculations and evidence. If not provided by close of business (6pm BST) on 12th June 2019, then it will be taken that my calculations above are correct and I will send an invoice which will need to be paid in full with payment terms of 14 days.

I urge you to "do the right thing" (ironically, a mantra used commonly by you), and attempt to resolve this with me, rather than ignore it like other matters.



Regards,
Jase.

~ I N V O I C E ~

Moor Place
1 Fore Street
Moorgate
City of London
EC2Y 5EJ

J Earl Limited
freelance web developer

Email: jase@virtualfunction.net
Mobile: 07479 359581

George Busfield / GCV Ltd

Invoice #	MAY19GEB01
Date	12 Jun 2019
Amount Due	£150480.00

Item	Description	Unit Cost	Quantity	Price
Settlement for Intellectual Property Misappropriation (76% of £15000)	26 June 2018 - 25 July 2018	£11400	1	£11400.00
Settlement for Intellectual Property Misappropriation (76% of £15000)	26 July 2018 - 25 August 2018	£11400	1	£11400.00
Settlement for Intellectual Property Misappropriation (76% of £15000)	26 August 2018 - 25 September 2018	£11400	1	£11400.00
Settlement for Intellectual Property Misappropriation (76% of £15000)	26 September 2018 - 25 October 2018	£11400	1	£11400.00
Settlement for Intellectual Property Misappropriation (76% of £15000)	26 October 2018 - 25 November 2018	£11400	1	£11400.00
Settlement for Intellectual Property Misappropriation (76% of £15000)	26 November 2018 - 25 December 2018	£11400	1	£11400.00
Settlement for Intellectual Property Misappropriation (76% of £15000)	26 December 2018 - 25 January 2019	£11400	1	£11400.00
Settlement for Intellectual Property Misappropriation (76% of £15000)	26 January 2019 - 25 February 2019	£11400	1	£11400.00
Settlement for Intellectual Property Misappropriation (76% of £15000)	26 February 2019 - 25 March 2019	£11400	1	£11400.00
Settlement for Intellectual Property Misappropriation (76% of £15000)	26 March 2019 - 25 April 2019	£11400	1	£11400.00
				Subtotal £125400.00
				VAT @ 20% £25080.00
				Total £150480.00
				Amount Paid 0.00
				Balance Due £150480.00

Item	Description	Unit Cost	Quantity	Price
Settlement for Intellectual Property Misappropriation (76% of £15000)	26 April 2019 - 25 May 2019	£11400	1	£11400.00
				Subtotal £125400.00
				VAT @ 20% £25080.00
				Total £150480.00
				Amount Paid 0.00
				Balance Due £150480.00

Bank transfer accepted. Payment made to J Earl Ltd, Co #10272485

Sort Code: 23-05-80
Account No: 28282141
Bank: Metro Bank

T E R M S

Payment due within 14 days. A finance charge of 8% will be made on unpaid balances after 14 days. Thereafter statutory interest will be charged at 8% plus BoE base rate in accordance with the Late Payment of Commercial Debts Act 1998

- I N V O I C E -

71-75 Shelton St,
London,
WC2H 9JQ

Email: jase@virtualfunction.net
Mobile: 07479 359581

J Earl Limited
freelance web developer

George Busfield & GCV Ltd

Invoice #	JUN19GEB02
Date	26 Jun 2019
Amount Due	£13680.00

Item	Description	Unit Cost	Quantity	Price
Settlement for Intellectul Property Misapproiation (76% of £15000)	26 May 2019 - 25 June 2019	£11400	1	£11400.00
				VAT £2280.00
				Total £13680.00
				Amount Paid 0.00
				Balance Due £13680.00

Bank transfer or cheque accepted. Payment made to J Earl Ltd, Co #10272485

Sort Code: 23-05-80
Account No: 28282141

T E R M S

Payment is due within 2 days. A finance charge of 8% will be made on unpaid balances after 2 days. Thereafter statutory interest will be charged at 8% plus BoE base rate in accordance with the Late Payment of Commercial Debts Act 1998