
STATUTORY INSTRUMENTS

2023 No. 712

**The Relevant Licensee Nuclear Company
Administration (England and Wales) Rules 2023**

PART 7

Claims by and Distributions to Creditors

CHAPTER 2

Quantification of Claims

Estimate of value of debt

53.—(1) The nuclear administrator must estimate the value of any debt which, by reason of its being subject to any contingency or for any other reason, does not have a certain value.

(2) The nuclear administrator may revise any estimate previously made under paragraph (1), if the nuclear administrator thinks fit by reference to any change of circumstances or to information becoming available.

(3) The nuclear administrator must inform the creditor as to the estimate under paragraph (1) and any revision of it under paragraph (2).

(4) Where the value of a debt is estimated under this rule, the amount provable in the relevant licensee nuclear company administration in the case of that debt is that of the estimate for the time being.

Discounts

54. All trade and other discounts which would have been available to the relevant licensee nuclear company but for the relevant licensee nuclear company administration must be deducted from the claim, except a discount for immediate, early or cash settlement.

Mutual credits and set off

55.—(1) This rule applies where the nuclear administrator has delivered a notice under rule 69 (notice of a proposed distribution).

(2) In this rule, “mutual dealings” means mutual credits, mutual debts or other mutual dealings between the relevant licensee nuclear company and a creditor proving or claiming to prove for a debt in the relevant licensee nuclear company administration but does not include any of the following—

- (a) any debt arising out of an obligation incurred after the relevant licensee nuclear company entered relevant licensee nuclear company administration;
- (b) any debt arising out of an obligation incurred at a time when the creditor had notice that—
 - (i) an application under section 161 of the 2004 Act (permission to pass resolution for voluntary winding up) was pending,

- (ii) a petition for the winding up of the relevant licensee nuclear company was pending,
 - (iii) an application for an administration order under the 1986 Act was pending,
 - (iv) an application for an RLNC administration order was pending, or
 - (v) any person had given notice of intention to appoint an administrator under the 1986 Act;
- (c) any debt which has been acquired by a creditor by assignment or otherwise, pursuant to an agreement between the creditor and any other party where that agreement was entered into—
- (i) at a time when the creditor had notice that an application under section 161 of the 2004 Act was pending,
 - (ii) at a time when the creditor had notice that a petition for the winding up of the relevant licensee nuclear company was pending,
 - (iii) at a time when the creditor had notice that an application for an administration order under the 1986 Act was pending,
 - (iv) at a time when the creditor had notice that an application for an RLNC administration order was pending,
 - (v) at a time when the creditor had notice that any person had given notice of intention to appoint an administrator under the 1986 Act, or
 - (vi) after the relevant licensee nuclear company entered relevant licensee nuclear company administration.
- (3) An account must be taken as at the date of the notice referred to in paragraph (1) of what is due from each party to the other in respect of the mutual dealings and the sums due from one party must be set off against the sums due from the other.
- (4) A sum must be treated as being due to or from the relevant licensee nuclear company for the purposes of paragraph (3) whether—
- (a) it is payable at present or in the future,
 - (b) the obligation by virtue of which it is payable is certain or contingent, or
 - (c) its amount is fixed or liquidated, or is capable of being ascertained by fixed rules or as a matter of opinion.
- (5) Rule 53 applies for the purposes of this rule to any obligation to or from the relevant licensee nuclear company which, by virtue of its being subject to any contingency or for any other reason, does not bear a certain value.
- (6) Rules 56 to 58 apply for the purposes of this rule in relation to any sums due to the relevant licensee nuclear company which—
- (a) are payable in a currency other than sterling,
 - (b) are of a periodical nature, or
 - (c) bear interest.
- (7) Rule 82 applies for the purposes of this rule to any sum due to or from the relevant licensee nuclear company which is payable in the future.
- (8) Only the balance (if any) of the account owed to the creditor is provable in the relevant licensee nuclear company administration.
- (9) Alternatively the balance (if any) owed to the relevant licensee nuclear company must be paid to the nuclear administrator as part of the assets except where all or part of the balance results from a contingent or prospective debt owed by the creditor and in such a case the balance, or that

part of it which results from the contingent or prospective debt, must be paid if and when the debt becomes due and payable.

(10) In this rule, “obligation” means an obligation however arising, whether by virtue of an agreement, rule of law or otherwise.

Debt in foreign currency

56.—(1) A proof for a debt incurred or payable in a currency other than sterling must state the amount of the debt in that currency.

(2) The nuclear administrator must convert all such debts into sterling at a single rate for each currency determined by the nuclear administrator by reference to the exchange rates prevailing on the date on which the relevant licensee nuclear company entered relevant licensee nuclear company administration.

(3) On the next occasion when the nuclear administrator communicates with the creditors the nuclear administrator must advise them of any rate so determined.

(4) A creditor who considers that the rate determined by the nuclear administrator is unreasonable may apply to the court.

(5) If, on hearing the application, the court finds that the rate is unreasonable it may itself determine the rate.

Payments of a periodical nature

57.—(1) In the case of rent and other payments of a periodical nature, the creditor may prove for any amounts due and unpaid up to the date on which the relevant licensee nuclear company entered relevant licensee nuclear company administration.

(2) Where at that date any payment was accruing due, the creditor may prove for so much as would have been due at that date, if accruing from day to day.

Interest

58.—(1) Where a debt proved in the relevant licensee nuclear company administration bears interest, that interest is provable as part of the debt except in so far as it is payable in respect of any period after the relevant date.

(2) In the circumstances set out in this rule, the creditor’s claim may include interest on the debt for periods before the relevant date although not previously reserved or agreed.

(3) If the debt is due by virtue of a written instrument, and payable at a certain time, interest may be claimed for the period from that time to the relevant date.

(4) If the debt is due otherwise, interest may only be claimed if, before the relevant date, demand for payment of the debt was made in writing by or on behalf of the creditor, and notice was given that interest would be payable from the date of the demand to the date of payment.

(5) Interest under paragraph (4) may only be claimed for the period from the date of the demand to the relevant date and, for the purposes of the 1986 Act and these Rules, must be charged at a rate not exceeding that mentioned in paragraph (6).

(6) The rate of interest to be claimed under paragraphs (3) and (4) is the rate specified in section 17 of the Judgments Act 1838(1) on the relevant date.

(1) 1838 c. 110. Section 17 was amended by S.I. 1993/564, 1998/2940; there are other amendments but none is relevant.

(7) Any surplus remaining after payment of the debts proved must, before being applied for any other purpose, be applied in paying interest on those debts in respect of the periods during which they have been outstanding since the relevant date.

(8) All interest payable under paragraph (7) ranks equally whether or not the debts on which it is payable rank equally.

(9) The rate of interest payable under paragraph (7) is whichever is the greater of the rate specified under paragraph (6) and the rate applicable to the debt apart from the relevant licensee nuclear company administration.

(10) In this rule, “relevant date” means the date on which the relevant licensee nuclear company entered relevant licensee nuclear company administration.

Debt payable at future time

59. A creditor may prove for a debt of which payment was not yet due on the date when the relevant licensee nuclear company entered relevant licensee nuclear company administration, subject to rule 82 (adjustment of dividend where payment made before time).

Voluntary surrender of security

60. A creditor who voluntarily surrenders a security may prove for the whole of the creditor’s debt as if it were unsecured.

Value of security

61.—(1) A secured creditor may, with the agreement of the nuclear administrator or the permission of the court, at any time alter the value which the secured creditor’s proof puts upon the secured creditor’s security.

(2) Where the secured creditor has voted in respect of the unsecured balance of the secured creditor’s debt and where revaluation is with the agreement of the nuclear administrator, the nuclear administrator must deliver a notice of the revaluation to the creditors within five business days after the office-holder’s agreement.

Surrender for non-disclosure

62.—(1) If a secured creditor fails to disclose a security in the secured creditor’s proof, the secured creditor must surrender that security for the general benefit of creditors, unless the court, on application by the secured creditor, relieves the secured creditor from the effect of this rule on the grounds that the omission was inadvertent or the result of honest mistake.

(2) If the court grants that relief, it may require or allow the creditor’s proof to be amended, on such terms as may be just.

Redemption by nuclear administrator

63.—(1) The nuclear administrator may at any time deliver a notice to a creditor whose debt is secured that the nuclear administrator proposes, at the expiration of 28 days from the date of the notice, to redeem the security at the value put upon it in the creditor’s proof.

(2) The creditor may, within 21 days of the date of delivery of the notice (or such longer period as the nuclear administrator may allow), alter the value of the creditor’s security in accordance with rule 61.

(3) If the creditor alters the value of the security in accordance with rule 61, the nuclear administrator may only redeem at the new value.

(4) If the nuclear administrator redeems the security, the cost of transferring it is payable as an expense out of the relevant licensee nuclear company's assets.

(5) A secured creditor may at any time deliver a notice to the nuclear administrator requiring the nuclear administrator to elect whether or not to redeem the security at the value then placed on it.

(6) The nuclear administrator has three months from the date of delivery of a notice under paragraph (5) in which to redeem the security or elect not to redeem the security.

Test of security's value

64.—(1) Paragraph (2) applies if the nuclear administrator is dissatisfied with the value which a secured creditor puts on the creditor's security, whether in the creditor's proof or by way of revaluation under rule 61.

(2) The nuclear administrator may require any property comprised in the security to be offered for sale.

(3) The terms of the sale must be such as may be agreed between the nuclear administrator and the secured creditor, or as the court may direct.

(4) If the sale is by auction, the nuclear administrator on behalf of the relevant licensee nuclear company, and the creditor on the creditor's own behalf, may appear and bid.

(5) This rule does not apply if the value of the security has been altered with the court's permission.

Realisation of security by creditor

65. If a creditor who has valued the creditor's security subsequently realises it, whether or not at the instance of the nuclear administrator—

- (a) the net amount realised must be treated in all respects, including in relation to any valuation in a proof, as an amended valuation made by the creditor, and
- (b) the creditor may prove for the balance of the creditor's debt.