

**Statement of Assets and Liabilities
Petition by creditor or trustee under a trust deed**

Bankruptcy (Scotland) Act 2016
Section 41(2)

WARNING TO THE DEBTOR

It is a criminal offence under section 41(3) of the Bankruptcy (Scotland) Act 2016(as amended) for you, unless you can show that you had a reasonable excuse, to:

- (A)** Fail to disclose any material fact in this statement.
- (B)** Make a material misstatement in this statement.

On summary conviction you may be liable to a fine of up to £5,000 or to imprisonment for a maximum period of three months or to both. If you deliberately do not disclose all relevant information or if you deliberately make a false statement when completing this form, you may become subject to bankruptcy restrictions.

CERTIFICATION

	Insert name
	Address
	Town
	County
	Postcode

I have stated in this statement details of all my assets, liabilities, income and expenditure as at the date of bankruptcy* on _____

***the date of bankruptcy" is-*

- (i) the date on which the sheriff granted warrant to require you to appear before the sheriff to decide whether you should be made bankrupt; or*
- (ii) where more than one such warrant was granted, the date on which the first such warrant was granted.*

I certify that the information I have supplied in Form 10 is true, complete and accurate to the best of my knowledge and belief.

I have read and understood the warning above.

Signature:_____ Date:_____

Income

Q1-3. In column 1 enter all earned income, all social security benefits, and all other income. For example, Income Support Income-based Jobseekers' Allowance, Housing Benefit, Working Tax Credits and Council Tax Benefit. If the income you receive is not detailed, please provide details on a separate page.

In column 2, enter the frequency that your income is received, for example, weekly/fortnightly/monthly/annually.

In column 3 enter the amount you receive.

In column 4 enter the name and address of your employer, benefits office or other source of income as applicable. Continue on a separate page if required.

1. Average net earnings	Frequency	Amount (£)	Name and address of employer
2. Social Security benefits	Frequency	Amount (£)	Address of benefits office
3. Any other income	Frequency	Amount (£)	Address of other source of income
Pension	_____	_____	
Annuity	_____	_____	
Grants, Rents, Trusts etc	_____	_____	

Bank Accounts

Q4. Give details of any sums held by you in Bank or Building Society accounts, including the account number and the branch where the account is held.

Name of bank or building society	Branch	Account number	Sort code	Balance

Investments

Q5. Complete this section if you have any investments. These may be ISAs, shares, premium or other bonds, savings certificates. Details of any endowment policies or life assurance policies should also be entered.

Type of investment	Name of company	Reference number

Non-essential possessions

Q6. List any non-essential possessions owned by you or in the course of hire purchase or a credit agreement. **Enter only non-essential items.**

Examples of essential items are the following items if used in the debtor's family home—

- Beds, bedding, household linen and curtains
- Food, cooking equipment and kitchen utensils
- Refrigerators, washing machines and microwave ovens
- Chairs, settees, tables and other furniture
- Lights, fittings and heating appliances
- Floor coverings
- Articles used for cleaning, drying, mending, or pressing clothes
- Articles used for cleaning the house
- Articles used for safety in the house
- Tools used for maintenance or repair of the house and household articles
- Computers and accessory equipment
- Radios, telephones and televisions.

Do not include any of the above items in your list.

Description	Value(£)	Subject to hire purchase / credit agreement Yes / No

Property

Q7. List all the land and buildings in which you have an interest as an owner or tenant.

Part A

Column 1, write the addresses of any property you own, either wholly or jointly. If you are a joint or part owner, specify the share you own, for example, half, third, etc.

Column 2, write the property type which includes land, timeshares, or any other property, including business or agricultural property.

Column 3, write the name and address of any joint owners.

Column 4, say whether there is a mortgage or secured loan on the property. Details of the securities should be listed at question 9.

Part B

In columns 1 to 4, write the address, type of property, name(s) of the joint tenant(s) and the name and address of the property owner.

A. Address Wholly or jointly owned	Type of property	Name of joint owner(s)	Mortgage or secured loan Yes / No
B. Address if property rented	Type of property	Name of joint tenant	Owner of property

(Continue on a separate sheet if required)

Unsecured debts (specify unsecured debts due by you)

Q8. Complete a list of any unsecured debts, for example loans, credit cards, catalogue accounts, unpaid council tax, overdrafts, rent, household bills and any debts due to individuals.

You must include all the unsecured debts that you owe. If your bankruptcy is awarded, your trustee will write to each of your creditors (creditors are people you owe money to).

Note: You may be asked to provide copies of your letters and bills from your creditors.

Type of debt	Name and address of creditor	Account no / ref no	Amount owed
Total			£

(Continue on a separate sheet if required)

Secured debts

Q9. Complete if you have a mortgage and/or any debts secured against your home. Provide information regarding the amount currently owed to the secured lender and the date the mortgage or loan was obtained.

Name and address of mortgage company/ lender	Mortgage account no Lender reference no	Amount owed (£)	Date loan was obtained
Total amount of secured debts		£	

Statement of Undertakings

Bankruptcy (Scotland) Act 2016
Section 51(14) or 54(4)

I confirm that:

1. I Scott William McKirdy have made full disclosure of all my assets, liabilities and income as at the date of bankruptcy (02 February 2018) in the Form 10 (Statement of Assets & Liabilities)
2. I will notify my trustee if I inherit, win or otherwise acquire any further assets during the period of 4 years after the date of bankruptcy.
3. I will immediately inform my trustee of any change of address or change in my financial circumstances during the period of 4 years after the date of bankruptcy.
4. I understand that I have a legal obligation to co-operate with my trustee and to provide any financial information or documents which may be required.
5. I understand that until I am discharged I may not, either alone or jointly with another person, obtain credit (which includes where goods are hired to me under a hire purchase agreement or agreed to be sold to me under a conditional sale agreement) either:
 - (a) of £2000 or more; or
 - (b) of any amount, where, at the time of obtaining credit, I have debts amounting to £1000 or morewithout informing the person from whom I obtain it of my bankruptcy.
6. I understand that, until I am discharged I am subject to certain restrictions on the appointment I may take up or offices I may hold, including that I may not be a member of parliament or a justice of the peace.
7. I understand that until I am discharged I may not act as a director of a limited company or be involved directly or indirectly in the promotion, formation or management of a limited company without the leave of the court.
8. I understand that after 12 months from the date on which the sheriff awarded my bankruptcy the Accountant in Bankruptcy may discharge me and my discharge may be dependent on my compliance with this statement of undertakings.
9. I understand that I may be required by my trustee to undergo financial education and that my discharge may be dependent on completion of this financial education.
10. I understand that any assets which vested in my trustee at the date of bankruptcy, and which have not been sold, realised or ingathered by my trustee, will continue to vest in my trustee notwithstanding my discharge.
11. I understand that any assets acquired by me during 4 years after the date of bankruptcy and which would have vested in my trustee if they had been part of my estate at that (time) will vest in my trustee and any such assets which have not been sold, realised or ingathered by my trustee, will continue to vest in my trustee notwithstanding my discharge.
12. I understand that my circumstances will be assessed for the purpose of a debtor contribution order and that my discharge may be dependent on compliance with that order.

13. I understand that my on-going liabilities, including council tax, utility payments, tax and national insurance contributions are not included in the sequestration and that I have a duty to pay them.

I can confirm that I understand and agree to comply with the undertakings 1-13.

Signed _____

Print name _____

Date _____

Witness
Signature _____

Print name _____

Date _____

Notes

References in this Statement of Undertakings to:

- *“the date of bankruptcy” is to –*

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