

## Practice Merger Questionnaire

Please tick where necessary

### PERSONAL INFORMATION

Your Name: .....

Position in Firm: .....

Your Qualification: .....

Address of Practice: .....

.....

.....Postcode: .....

Tel No: .....Mobile No: .....

Fax No: .....E-Mail: .....

Preferred Method of Contact: .....Preferred time of day to call: .....

## DETAILS OF YOUR PRACTICE

Practice Name: .....

Type of Practice:

- Sole Practitioner     Partnership     Limited Company     LLP

Regulator of Practice:

- Chartered     Certified     Other (Please Specify: .....)

Type of Service:

- General     FSA     Audit  
 Tax Specialist     Insolvency     Expert Witness  
 Payroll     Other (Please Specify: .....)

Have you had any disciplinary matters or adverse publicity at any time in the past, or currently pending?

- Yes     No

Have you made any PI claims in the past, or are there any claims pending?

- Yes     No

General Clients Profiles:

- Sole Traders     Individual     Partnerships  
 Limited Companies     Trusts     Charities / Not for profit  
 Other (Please Specify: .....)

Practice Information:

Estimated Annual GRF:    £ .....(excl VAT)

(This is the fees an acquirer could expect to bill in their first full year, after purchasing your goodwill)

Other Income: (In addition to estimated annual GRF) £.....(excl VAT)

(This is the fees you billed for non-recurring work i.e. Financial services, Special Investigations, Business Plans etc.)

How long has your practice been established? .....

How was your practice established?

- Established Myself     Grown through Acquisition  
 Inherited or replaced retiring partner     Grown through Merger

If through acquisition how many purchases have you made to present date?.....

## DETAILS OF YOUR PRACTICE cont

What accounts software does your practice use?

- Sage                       Iris                       Digita  
 InPractice               VTSsoftware               Other (Please Specify:.....)

Reason for Merger:.....  
 .....  
 .....  
 .....

## CLIENTS

TYPE OF CLIENTS	NUMBER OF CLIENTS
Sole Traders	
Individual	
Partnerships	
Limited Co.	
Charities	
Trusts	
Other	
<b>TOTAL</b>	

FEE RANGE	NUMBER OF CLIENTS
Below £250	
£251 - £500	
£501 - £1000	
£1001 - £5000	
£5001 - £10,000	
£10,001 - £20,000	
Over £20,000	

Within how many miles of your practice are your client's premises?

- 10  
 25  
 50  
 over 50

## FINANCIAL ANALYSIS

Please list below the gross fees for the last three years, net disposable profit (before tax) and gross payroll cost:

Year Ending	Turnover	Gross Payroll Cost	Net Profit
200 _			
200 _			
200 _			
Projected			

Are your fees charged?

- Monthly
  Quarterly
  Annually

Are there any clients on Standing Orders?

- Yes
  No

What is the level of work in progress carried by the practice?

£.....

What is the average level of debtors outstanding and what age are those debts?

Level of debts: £ .....

Age:.....

## STAFF

Current charge out rates & salary of staff:

Position of Staff	No	Rate / Hr	Salary	Years Employed
		£	£	
		£	£	
		£	£	
		£	£	
		£	£	
		£	£	
		£	£	
		£	£	

Gross payroll cost for key Staff: £.....

Is it a condition that the staff be retained with the merger?  Yes  No  Preferably

## PREMISES

If your premises is freehold what is the estimated value? £.....

If fixtures and fittings are to be sold, what is their valuation? £.....

If your property is rented please fill in the table below:

What type of lease do you have?	How long is the present lease?	Next rent review?	What accommodation does the property have?

What are the current annual costs for the following?

Rent	Rates	Heat	Electricity	Insurance	PI	Marketing	Finance Costs	Other Business Expenses

What car parking facilities does your practice have? .....

If you find it necessary that the merging party should service your clients from your existing offices, please state why: .....

## YOUR REQUIREMENTS

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## CONSULTANCY FEES

Free consultation and valuation.

Ongoing Consultation by arrangement.

Marketing fees by arrangement.

Each party pays 3.75% of the agreed concluded sale price.

Prices exclude VAT where applicable.

Please note: All fees are negotiable.

## OUR PROMISE

We guarantee that we will be there for you at every stage, from the initial contact right through to completion.

The FD philosophy of putting the customer first is integral to Kensington's modus operandi, ensuring that you will receive a personal and professional service at all times regardless of the size of your practice.

**Finally, may we ask you to read and sign the letter of confidentiality which you will find overleaf.**

Thank you for taking the time to fill out this questionnaire. Please return it to us at your convenience. Looking forward to working with you and achieving beneficial outcomes for all parties involved.

## TWO WAY CONFIDENTIALITY AGREEMENT P1 of 2

Date: ...../...../.....

1. Kensington Brokers Ltd of 39a Leicester Road, Salford, M7 4AS, England  
(Facsimile No. 0161 708 8385 | E-mail address kensington@fd.ltd.uk)
2. [ ] of [ ]  
(Facsimile No. [ ] | E-mail address [ ])

The parties may each have disclosed and may wish to further disclose certain information of a confidential nature to each other and wish to protect such information on the following terms.

### 1. Definitions

"Purpose" means any discussions and negotiations between or within the parties concerning or in connection with the potential establishment of a business relationship for the purpose of a sale, merger or acquisition of a third party business.

"Confidential Information" means any information or data of a confidential or commercially sensitive nature including, without limitation, that relating to a party's business or affairs (including but not limited to information ascertainable by the inspection or analysis of samples) disclosed whether in writing, orally or by any other means by that party ("the owner") to the recipient party or by a third party on behalf of the owner, whether before or after the date of this Agreement, but shall exclude any part of such disclosed information or data which:

- i) is or becomes common knowledge without breach of this Agreement by the recipient party;
- ii) the recipient party can show was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the owner;
- iii) the recipient party obtains or has available from a source other than the owner without breach by the recipient party or such source of any obligation of confidentiality owed to the owner.

### 2. Handling of Confidential Information

- i) The recipient party shall maintain the owner's Confidential Information in confidence and shall exercise in relation to such Information no lesser security measures and degree of care than those which the recipient party applies or would apply to its own Confidential Information which the recipient party warrants as providing adequate protection against unauthorised disclosure, copying and use.
- ii) The recipient party shall ensure that its disclosure of the owner's Confidential Information is restricted to those employees and/or professional advisors of the recipient having the need to know the same for the Purpose. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the owner. All Confidential Information and copies thereof shall be returned to the owner within [14] days of the date of a written request to do so.

## TWO WAY CONFIDENTIALITY AGREEMENT P2 of 2

### 3. Limitations and warranty

- i) The recipient party shall:
  - a) not divulge the owner's Confidential Information, in whole or in part, to any third party;
  - b) use the same only for the Purpose; and
  - c) make no commercial use of the same or any part of it without the prior written consent of the owner.
- ii) Notwithstanding the foregoing, the recipient party shall be entitled to make any disclosure of the Confidential Information required by law provided that it gives the owner not less than 7 day's notice of such disclosure.
- iii) The owner reserves all rights in the Confidential Information and no licence is granted or to be implied from this Agreement, whether directly or indirectly under any patent, invention, discovery, copyright or any other Intellectual Property or otherwise.
- iv) The owner warrants its right to disclose the Confidential Information to the recipient party and to authorise the use of the same for the Purpose.

### 4. Notices

All notices under this Agreement shall be in writing, sent by facsimile, e-mail or first class registered or recorded delivery post to the party being served at its address specified above, or at such other address of which such party shall have given notice in accordance with this clause, and marked for the attention of that party's signatory to this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

### 5. Termination

This Agreement shall continue in force from the date of its commencement until terminated by mutual consent or by either party giving not less than 14 day's prior written notice to the other. The provisions of clauses 1, 2, 3 and 6 shall survive any such termination.

### 6. Governing Law

This Agreement shall be governed and construed in accordance with the laws of England.

As witness this Agreement has been signed by and on behalf of each party by its duly authorised representatives on the day and year of first above written.

Name..... Name .....

Signature..... Signature .....

For and on behalf of **Kensington Brokers Ltd** For and on behalf of.....

Date..... Date .....