

## PRACTICE SALE QUESTIONNAIRE

### Personal Information

Your Name \_\_\_\_\_

Position in Firm \_\_\_\_\_

Your Qualification \_\_\_\_\_

Address of Practice

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

Tel No \_\_\_\_\_ Mobile No \_\_\_\_\_

Email \_\_\_\_\_

Preferred Method of Contact \_\_\_\_\_ Preferred time of day to call \_\_\_\_\_

## Details of your practice

Practice Name \_\_\_\_\_

### Structure of Practice

- Sole Practitioner     
  Partnership     
  Limited Company     
  LLP

### Regulator of Practice

- Chartered     
  Certified     
  Other \_\_\_\_\_

### Services Offered

- General     
  Tax     
  Payroll  
 Audit     
  Insolvency     
  Expert Witness  
 Specialities or particular focus \_\_\_\_\_

### Client Profiles

- Sole Traders     
  Partnerships     
  Trusts  
 Individual     
  Limited Companies     
  Charities / Not for Profit  
 Specialities or particular focus \_\_\_\_\_

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? \_\_\_\_\_

What accounts software does your practice use?

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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

## Reason for Sale

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Are you the beneficial owner and decision maker?

Yes  No

If not, please provide details

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## Clients

TYPE OF CLIENTS	NUMBER OF CLIENTS	FEE RANGE	NUMBER OF CLIENTS
Sole Traders		Below £250	
Individual		£251-£500	
Partnerships		£501-£1000	
Limited Company		£1001-£5000	
Charities		£5001-£10,000	
Trusts		£10,001-£20,000	
Other		Over £20,000	
Total			

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

10

25

50

Over 50

**Please advise your 6 largest fees and time as a client:**

£	DATE

## Financial Analysis

Please list below the gross fees for the past six years, net profit (before tax) and gross payroll cost:

YEAR ENDING	TURNOVER	GROSS PAYROLL COST STAFF EXCLUDING EQUITY PARTNERS	NET PROFIT
Projected			

When are your fees charged?

- Monthly
  Quarterly
  Annually
  When a job is complete

Are there any clients on Standing Orders?

- Yes
  No

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

£ \_\_\_\_\_

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

Level of debts: £ \_\_\_\_\_ Age: \_\_\_\_\_

What are the partner charge out rates? \_\_\_\_\_

## Staff

Current charge out rates and salary of staff

POSITION OF STAFF	RATE/HR CHARGE OUT	ANNUAL SALARY	YEARS OF SERVICE	IF SUBCONTRACTOR, TICK BOX
	£	£		
	£	£		
	£	£		
	£	£		
	£	£		
	£	£		
	£	£		
	£	£		

## Your requirements

Would you prefer the purchaser retains your staff?

- Yes
  No
  Flexible

Would you prefer the purchaser to continue your practice from your existing premises?

- Yes
  No
  Flexible

If yes - do you own your premises or are they rented?

- Owned
  Rented

Within how many months would you like to complete a deal? \_\_\_\_\_

Would you like to continue working in your practice post sale?

Yes                       No                       Flexible

If yes for how long? \_\_\_\_\_

If you have more than one office, please specify locations \_\_\_\_\_

Any other requirements or relevant information

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Fees and Charges

There are no fees or charges to register as a seller. Upon completion of a deal our fee, agreed in writing prior to any instruction, will fall due. Ongoing bespoke consultancy and marketing fees are by written arrangement agreed prior to any work commencing.

## Our Promise

We guarantee that we will be there for you at every stage, from the initial contact right through to completion. Maximiti's philosophy of putting the customer first is integral to our 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 enclosed.**

Thank you for taking the time to fill out this questionnaire. Please return it to us at your convenience.

We look forward to working with you and achieving beneficial outcomes for all parties involved.

**Please return this form as soon as possible. Please note that without this form we may be unable to commence matching you with a buyer.**

# TWO WAY CONFIDENTIALITY AGREEMENT

Please complete the form

Date:

1. Maximiti Ltd of 1st Floor, 47 Bury New Road, Prestwich, Manchester M25 9JY  
(Tel No: 0161 798 2120 | E-mail address: info@maximiti.co.uk)

2. [ ] of [ ]  
(Tel 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. Maximiti Ltd is disclosing information relating to third parties with whom the counterparty to this agreement may wish to conduct business.

## 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.



### 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 or Maximiti Ltd.

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. 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 Norman Younger Name \_\_\_\_\_

Signature  Signature \_\_\_\_\_

For and behalf of Maximiti Ltd For and behalf of \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_