

Contents

1	A FAILED ATTEMPT TO SELL WILL DAMAGE THE BUSINESS	1
	Current year performance is likely to suffer	2
	Customers and staff may be unsettled by a leak	4
	Owners and key directors may suffer lasting demotivation.....	5
	Abortive fees for advisers are costly	5
	Management may make an opportunistic MBO approach.....	6
2	REALIZE A REALITY CHECK IS VITAL	7
	How strong are buyer appetites in your sector?.....	8
	Test your opinions by beauty parading corporate finance advisers.....	8
	Be realistic about likely value and deal structure.....	9
	Obtain shareholder agreement at the outset.....	10
3	WHAT BUYERS REALLY WANT... AND WANT TO AVOID	12
	Management continuity is often the big issue.....	13
	Undue customer and supplier dependence is a concern	14
	Major customer contracts due for renewal are a threat	15
	Necessary relocation can be a plus or a minus	15
	Proven and consistent sales and profit growth.....	16
	Forecast sales and profit growth	16
	Tax and VAT affairs need to be clean	17

4	RECOGNIZE FINANCIAL GROOMING IS ESSENTIAL TO MAXIMIZE SALEABILITY AND VALUE	19
	Annual budgets and monthly management accounts are a must.....	20
	Take action to create an attractive sales and profit profile.....	21
	Sensible cost reduction and deferral will boost realizable value	22
	Avoid excessive provisions against profit.....	23
	Turn surplus or unwanted assets into cash	23
	Lay claim to surplus cash at the outset.....	23
	Ensure your accounting policies do not understate profit	24
5	COMMERCIAL FEATURES NEED GROOMING	25
	Take positive action to retain key staff	26
	Assess land or property with hidden value	27
	Diversification and overseas expansion may reduce shareholder value.....	28
	Publication Relations (PR) may be a double edged sword.....	28
	Separate out and retain a peripheral business.....	29
	Challenge the need for vendor due diligence.....	29
6	UNSOLICITED APPROACHES – POTENTIAL JACKPOT OR MAJOR DISTRACTION?	31
	Recognize a random mail shot and act accordingly	32
	A letter from a professional adviser may be a mail shot.....	35
	A phone call from a professional adviser might be serious interest.....	35
	A direct approach from a private equity house should be serious	36
	An MBO request is a potential minefield	37
	A direct approach from a strategic buyer might be a jackpot	39

7	PROFESSIONAL ADVISERS NEED CHOOSING AND APPOINTING CAREFULLY	41
	Corporate finance advisers – their role and benefits	43
	Corporate finance advisers – the risks	44
	Corporate finance fees	45
	Corporate finance advisers love ‘inverted’ fees – so beware.....	47
	Negotiate corporate finance advisers disbursements	49
	Corporate finance advisers come in different shapes and sizes	50
	Corporate finance boutiques.....	50
	Accountancy firms.....	51
	Investment banks	52
	Business brokers.....	52
	Solicitors	53
	Tax advisers	54
	Create an effective beauty parade	55
	Negotiate letters of engagement.....	56
8	VALUE YOUR BUSINESS FROM THE BUYER’S STANDPOINT	58
	Adjusted profits before tax are of the essence	59
	Major cost rationalization opportunities	62
	Strategic significance or rarity value.....	62
	Adjusted net asset value	63
	Use your adjusted profits to value your business	63
9	BENEFIT FROM EXPERT STREETWISE TACTICS	66
	Timing really is of the essence.....	67
	Sell the company and your management, not yourself.....	68
	Outline the structure and type of deal you want.....	69
	Telegraph any potential deal-breakers at the outset.....	70
	Disclose unattractive features and events positively	71
	Never reveal your asking price first	71

Don't be seduced by private equity players houses.....	72
Retaliate first to guard against a last minute price chisel	73
Sweetheart deals sometimes really are sweet	74
Use win-win negotiation tactics.....	75
10 MANAGE THE DUE DILIGENCE PROCESS EFFECTIVELY	77
Make sure collating due diligence information does not delay legal completion.....	78
Due diligence information to be collated	79
Presentation of due diligence information	84
Stick close to the investigating accountants.....	85
11 STEER THE DEAL SAFELY TO LEGAL COMPLETION	86
Proceed towards a heads of agreement negotiation meeting	87
A typical heads of agreement negotiation agenda	88
Earn-out deals need defining	91
Warranties and indemnities included in the share purchase and sale agreement	93
The maximum liability of the vendor.....	94
Joint and several liability for vendors	94
Negotiate the minimum value to trigger a claim	95
Purchase consideration to be held in escrow.....	95
Use your disclosure statement to undermine warranties	96
Prepare to announce the deal internally and externally.....	96

12	THINK AND PLAN YOUR LIFE AFTER EXIT	98
	Who are you happy to know that you have suddenly become rich (or even richer)?	99
	When will you leave your company?.....	100
	How do you intend to avoid boredom and loneliness?	101
	How will your spouse react and cope?	102
	Where do you want to live?.....	103
	What do you want to do with your wealth?	104
	What inheritance planning will you do?	105