

Opportunity

BVG433 - Roofing Contractor and Merchant to Public & Private Sector - Two Companies for Sale

Location: NW England UK



Roofing contractor, specialising in traditional roof coverings to public and private sectors and roofing merchant supplying a comprehensive range of materials to local contractors, large building merchants and the general public.

Bids Invited

Key Aspects

- Two companies for sale (contractor and merchant) which contribute c. 50% each to total turnover per year. Both are available for sale individually and collectively.
- The roofing contractor company has extensive experience in professional roofing projects including housing regeneration schemes, schools, offices, churches and shops.
- Members of the Competent Roofer scheme with a proven track record of delivering high quality projects.
- Able to undertake work on Grade I and II listed buildings and members of the National Federation of Roofing Contractors (NFRC).
- Merchant company supplies concrete tiles, clay tiles, slates and high grade stone and a complete range of ancillary products.
- In excess of 130 active trade accounts supplying reclaimed and reproduced roofing materials to local roofers and builders.

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Key Indicators:

Year End	31/03/2013	31/03/2014	31/03/2015	31/03/2016
	Actual	Actual	Actual	F'cast
	£'000	£'000	£'000	£'000
Turnover	4,264	4,320	4,450	4,583
Gross Profit	1,023	1,088	1,110	1,146
Adj. EBITDA*	570	581	690	705

* Earnings before interest, tax, depreciation and amortisation (non-cash items)

In order that we may obtain our client's permission to release the Information Memorandum, please register your interest by completing the Non-Disclosure Agreement (including the Acquisition Profile) and return to:

Bhavina Halai (Associate Director)

halai@benchmarkcorporate.com

0161 359 4404

The above information is designed to enable recipients to make a decision whether to investigate the opportunity further. It is not intended to form the basis of an acquisition decision. The information has not been independently verified by Benchmark International Capital Partners Limited who do not give any representation or warranty as to its accuracy. To receive full details on this business, please contact Benchmark International either by email, post or fax to addresses or number given below.

Benchmark International UK | Benchmark House | Folds Point | Bolton | Greater Manchester | BL1 2RZ | T: 0161 359 4400 | F: 0161 359 4401 | E: enquires@benchmarkcorporate.com

Benchmark International is the trading name of Benchmark International Capital Partners Limited

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Opportunities

- The shareholders advise both companies are well placed to secure additional clients in other regions such as the North East and the Midlands.
- Develop product offering within additional markets, stocking a larger range of new materials including clay, stone and slate.
- Expand general roofing services and possibly explore the new build housing market.
- Introduce a proactive marketing strategy, as neither company has one in place, to actively target new customers, which could result in an increase in both turnover and client base.

Potential Purchasers

- Roofing contractors.
- General building and refurbishment contractors.
- Building materials suppliers.



Non-Disclosure - BVG433

Undertaking Of Confidentiality & Non-Disclosure

DEFINITIONS:

Words importing the singular number shall include the plural

“Benchmark” means Benchmark International Capital Partners Limited, registered Head Office Benchmark House, Folds Road, Bolton, Greater Manchester BL1 2RZ Registration No. 07348427 and shall be deemed to include any company or firm to which Benchmark delegate all or any part of their services for The Client.

“The Client” means the person, partnership, company, body, club, affiliate and/or any other unincorporated association that instructs Benchmark directly or indirectly in connection with the disposal of The Business.

“The Business” means the business operated by The Client, its parent companies, subsidiaries and all its associated and affiliated, person, partnership, company, body, club and or any other unincorporated association.

“We”, “Us” and “our” means the undersigned individual, firm, company including parent companies, subsidiaries, and all its associated and affiliated, person, partnership, company, body, club and/or any other unincorporated association including without limitation any associated company or business and any partner in any such business, any director or other officers or employee, contractor, consultant or agents of any such party or family member of any such party or any other connected person .

“Confidential Information” means information (in whatever format and medium and whether written or oral) directly or indirectly concerning The Business or The Client together with any other information which Benchmark or The Client designate or identify as being confidential.

- 1) We shall treat the Confidential Information as being strictly private and confidential and shall maintain its status as such;
- 2) We shall use the Confidential Information solely for the purposes of evaluating the business carried on by The Client with a view to the acquisition of The Business or any of the assets or liabilities of The Business, and not for any other purpose, including but without limitation to gain any commercial advantage over Benchmark, The Client or the Business;
- 3) We shall not at any time disclose or otherwise make available to any person any of the Confidential Information other than to:
 - 3.1) Such of our directors/partners or other members of senior management whose knowledge of such Confidential Information is essential to achieve a proposed purchase of The Business;
 - 3.2) Any professional advisers acting on our behalf in connection with the proposed purchase of The Business;
 - 3.3) Any other financial institution from which we may seek finance for or in connection with the proposed purchase of The Business
 - 3.4) Any other person approved in writing in advance by Benchmark or The Clients;
- 4) We shall ensure that any of the persons referred to in paragraphs 3.1 to 3.4 to whom all or any of the Confidential Information is disclosed shall hold it strictly confidential and shall not disclose it to any third party except to those persons as permitted by paragraphs 3.1 to 3.4, in which event our obligation is to ensure the confidentiality of such information
- 5) We shall maintain a list of individuals or entities to whom any Confidential Information is disclosed and make such list available to Benchmark upon request;
- 6) We shall not except with prior written consent from Benchmark reproduce the Confidential Information (in any format in whole or in part) and we shall, whenever requested by Benchmark, return, immediately all matter in tangible form which constitutes the Confidential Information, or any part of it, together with all copies (whether supplied to or made by us) and we will destroy (and ensure that any persons referred to in paragraph 3 above to whom Confidential Information has been imparted confirms to you in writing that they have destroyed) any analysis, compilations, studies, reports and other documents or materials prepared by us or on our behalf which reflect or are prepared from any of the Confidential Information;
- 7) We shall not at any time disclose to any third party the fact that negotiations/discussions are taking place or have taken place concerning the proposed purchase of The Business or any of the terms or conditions;
- 8) We confirm that we will not from the date hereof until two years from the termination of negotiations (except in the course of completion of the proposed purchase of The Business), whether by use of the Confidential Information or otherwise, make contact or approaches of any kind (unless such contact or approaches have been proven to have been made prior to and independently of this undertaking) to the staff, customers or suppliers of The Client or The Business or any governmental or regulatory body nor with any other person connected with your Clients without your or your Clients’ prior knowledge and written consent;
- 9) We shall not from the date hereof until two years from the termination of negotiations (except in the case of completion of the proposed purchase of The Business) seek to entice away from The Business or The Client any employee, officer or contractor (other than by way of a bona fide job advertisement) of The Client or The Business or otherwise seek to interfere with The Business or The Client.
- 10) We shall notify you promptly upon becoming aware of any unauthorised disclosure, copying, use or loss of all or any part of the Confidential Information and we accept that we shall be responsible for any breach of any of the terms of this Undertaking by us or those persons to whom we provide the Confidential Information.
- 11) We will not and have not entered into any agreement in reliance upon any representation, written or oral, made by Benchmark or The Client or made on their behalf.
- 12) The delivery to us of any information (including, without limitation, budgets and financial forecasts and projections which may form part of the Confidential Information) does not, and shall not be deemed to, constitute any representation or expression of opinion or warranty by you or your Client as to its accuracy or completeness.
- 13) Benchmark will not be liable for any loss or damage suffered or incurred by us as a result of the supply by Benchmark, The Client or The Clients advisers and the use by us of any information, including the Confidential Information, (in particular but without limitation on) as a result of any errors or inaccuracies in any of the information.
- 14) Our negotiations (if any) with The Client shall not be conducted in such a way or manner so as to interfere with The Client's contractual obligations to Benchmark in respect of (but not limited to) fees payable to Benchmark.

Non-Disclosure - BVG433

Undertaking Of Confidentiality & Non-Disclosure



- 15) Nothing contained in this Undertaking shall compel Benchmark to provide us with information relating to The Business or The Client which we request and Benchmark shall be entitled at its discretion to decline to supply us with all or any information.
- 16) Nothing contained in this agreement shall in any way restrict our right to use, disclose or otherwise deal with any of the Confidential Information if and to the extent that:
- 16.1) it is in the public domain in substantially the same combination as that in which it was disclosed to us other than as a result of a breach of this agreement or any other obligations of confidentiality;
- 16.2) it is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;
- 16.3) it is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required);
- 16.4) it is approved for disclosure by Benchmark or The Client in writing; provided always that we shall provide you with at least ten (10) days' written notice of our intention to rely upon one or more of these exceptions, such notice specifying details of the exception to be relied upon and the information concerned.
- 17) Damages may be a wholly inadequate measure of loss in the event of any breach of the terms of this Undertaking and accordingly we agree that in such event Benchmark and/or The Client shall be entitled to seek specific enforcement of these terms (by injunction or otherwise) on such terms as any Court with jurisdiction may deem just and proper.
- 18) Any failure by Benchmark and/or The Client at any time to enforce or exercise any of their rights under this Undertaking will not be construed as a waiver of their right to enforce or exercise that right in future or other rights under this Undertaking at any time.
- 19) The invalidity or unenforceability of any provision or part of provision of this Undertaking shall not affect in any way the remaining provisions, which shall be construed as if such invalid or unenforceable part did not exist. This Undertaking is governed by and shall be construed in accordance with English Law and each party submits to the non-exclusive jurisdiction of the Courts of England and Wales.

In addition to the signed Non-disclosure Agreement (NDA) and Acquisition Profile, we require all of the items listed below for our client's consideration. Without such information, we will NOT be able to forward the NDA to our client for approval.

A) Private Buyer :

- Signed NDA
- Acquisition Profile
- CV
- Proof of Funding
 - i) copy of latest published accounts and/or
 - ii) statement of personal assets and liabilities (if no accounts available).
- Acquisition History

B) Adviser (Accountant, Corporate Finance, Lawyer, Broker etc.) :

- Signed by client
- Adviser details
- Client details (legal entity acquiring)
- Acquisition Profile
- CV
- Proof of Funding
 - i) latest published accounts (of holding company, if relevant) and/or
 - ii) Lnk to DueDil or similar
- Acquisition History

C) Private Equity :

- Signed NDA
- Acquisition Profile

Private Buyer

Adviser

Private Equity

Signature

Print Name

Date

For & On Behalf Of

Contact Telephone

Correspondence Email



Acquisition Profile

All NDA's / Acquisition profiles are forwarded to our clients for their approval.
We are unable to act on an incomplete document.

If you wish to attach your own acquisition profile, please tick this box, otherwise complete the form below

Name of Potential Acquirer

Company Name

Position

Correspondence Address

Postcode

Contact Telephone Number

Correspondence Email

If you are an adviser acting on behalf of the potential acquirer, please complete your details below:

Name

Company Name

Company Address

Postcode

Contact Telephone Number

Correspondence Email

Sector Please select the sector(s) you are interested in

Agriculture	Automotive
Building & Construction	Care, Health & Medical
Catering & Leisure	Distribution & Storage
Education	Engineering
Environmental	Financial
Food & Drink	Hire
IT & Telecoms	Land & Property
Manufacturing & Industrial	Media
Motor, Transport & Marine	Online/E-commerce & Mail Order
Oil, Gas & Mining	Petrochemical, Pharmaceutical & Cosmetics
Print/Publishing, Advertising & Media	Professional Services/Consultancy
Recruitment & Training	Retail
Renewables/Energy	Security
Waste & Recycling	Wholesale
Miscellaneous, not specified or other	



Acquisition Profile

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Region Please select the regions(s) you are interested in

UK	England
Wales	Cumbria & Lakes England UK
Gtr London England UK	Isle of Man UK
Isle of Wight UK	N Ireland UK
The Republic of Ireland	North England UK
NE England UK	North Wales UK
NW England UK	Scotland UK
North Scotland UK	Mid Scotland UK
South Scotland UK	South England UK
South Coast England UK	SE England UK
South Wales UK	SW England UK
East England UK	E Anglia England UK
E Midlands England UK	West England UK
West Midlands England UK	Yorkshire England UK
The Midlands England UK	Central England UK
Europe	International

Dubai

China

Revenue

Under 1m	1m - 5m
5m - 10m	10m - 25m
25m - 50m	50m+

EBITDA

Under 250k	250k - 500k
500k - 750k	750k - 1m
1m - 1.5m	1.5m - 2.5m
2.5m - 5m	5m+

Deal Structure

Full Sale	Partial Sale
Either	

Timescale

ASAP	Within 1 Year
Between 1 and 3 Years	Over 3 Years



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No Defined Period	
Involvement - Current	
None	Full Time
Part Time	
Involvement - Close	
None	0-3 Months
3-12 Months	1-3 Years
Ongoing	Not Ascertained
Management Structure	
Owner Managed	Management Team Inc. Owner
Management Team Without Owner	
Funding	
Funding in Place	Funding Value
Source of Funding	
Private Equity	Venture Capital

Bank	Private Funds
Parent Company	Other
How did you receive news of this opportunity?	
Email	Mail
Professional Advisor	Online Network
Social Media	Other
What interests you particularly about this opportunity?	
Timing / Why Now?	
Please indicate if you have made any recent acquisitions	
Please name your appointed professional advisor	



BENCHMARK
INTERNATIONAL

Acquisition Profile

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Additional Information