

Key definitions

Term	Definition
Parent	An entity that controls one or more subsidiaries (> 50% voting rights)
Subsidiary	An entity controlled by the parent
Control	Power over the investee + exposure to variable returns + the ability to use that power to affect returns
Associate	20–50% ownership with significant influence (not control); accounted for using the equity method
Trade investment	< 20% ownership; accounted for under IFRS 9
Non-controlling interest (NCI)	Equity in a subsidiary not attributable to the parent
Goodwill	The premium paid over the fair value of the net assets acquired; an intangible non-current asset

Acquisition method

✓ Four steps:

- Step 1: identify the acquirer (the entity with > 50% voting rights)
- Step 2: determine the acquisition date (the date control is obtained)
- Step 3: recognise and measure the identifiable net assets + NCI
- Step 4: recognise and measure goodwill (or a bargain-purchase gain)

✓ NCI measurement methods:

- Proportionate share: $\text{NCI} = \text{NCI}\% \times \text{net assets at the acquisition date}$
- Fair value: $\text{NCI} = \text{market price} \times \text{shares held by the NCI}$

Consolidation procedure

- ✓ **Step 1: combine** (add) assets, liabilities, equity, income, and expenses line by line
- ✓ **Step 2: eliminate** the parent's investment in the subsidiary + the parent's share of the subsidiary's equity
- ✓ **Step 3: eliminate** all intra-group transactions (sales, balances, unrealised profit)

Net assets, goodwill, NCI, and group retained earnings

- ✓ **Net assets at acquisition** = share capital + other reserves + retained earnings (at acquisition) + FV adjustments on PPE
- ✓ **Goodwill at acquisition** = consideration + NCI (at acquisition) – net assets (at acquisition)
- ✓ **NCI at reporting date** = $\text{NCI at acquisition} + (\text{NCI}\% \times \text{post-acquisition profit}) - (\text{NCI}\% \times \text{PURP})$
Deduct the NCI's share of PURP only if the subsidiary is the seller
- ✓ **Group retained earnings** = parent's RE + (parent% × post-acquisition profit) – PURP adjustment
PURP adjustment: parent% × PURP if the subsidiary is the seller; 100% of PURP if the parent is the seller
- ✓ **Post-acquisition profit** = net assets at reporting date – net assets at acquisition date

Intra-group adjustments

- ✓ **Eliminate intra-group sales** (consolidated P&L): Dr revenue, Cr cost of sales, each with the full intra-group sales amount
- ✓ **Provision for unrealised profit (PURP)** on unsold inventory = $\text{margin \%} \times \text{inventory still held within the group (at transfer price)}$
For a mark-up on cost, convert first: $\text{margin \%} = \text{mark-up \%} \div (100\% + \text{mark-up \%})$

Seller	Effect on group RE	Effect on NCI	Effect on inventory (SOPF)
Parent sells to subsidiary	Dr group RE: 100% of PURP	No NCI adjustment	Cr inventory (PURP amount)
Subsidiary sells to parent	Dr group RE: parent% × PURP	Dr NCI: NCI% × PURP	Cr inventory (PURP amount)

- ✓ **Eliminate intra-group receivables and payables:** Dr trade payables, Cr trade receivables, by the intra-group balance
- ✓ **Exam tip:** for a mid-year acquisition, prorate the subsidiary's income and expenses in the consolidated P&L to the post-acquisition months only