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Property Responsibilities for GPs

Practical Responsibility

Question:

Our large practice has been split into two, one practice now with two property-owning partners, and the other with one property owner plus two partners who do not own the premises. The space is split 50/50, yet the non-property owning partners decline to contribute to the upkeep of the building. What can we do?

Answer:

While the property owners receive the notional rent for the premises, it is not calculated to include any element for internal decoration internal repair.

So the cost of such should be regarded as a practice cost, where all partners (property owning and non-property owning) contribute.

It is not a point of law, but is noted under schedule 2 of the NHS Directions 2004, with reference to notional rent. If the property- owning partners formerly leased the premises to the practice then this would certainly be the case.

With a small practice, it is probably not worth creating a formal tenancy agreement, but the details of the NHS Directions can be incorporated into the NHS Partnership deed.