

# GP RESILIENCE GUIDE TAKE CONTROL: PRACTICE PREMISES

There are a number of important considerations for General Practice premises within the NHS regulatory premises framework. This Resilience Guide helps you to understand them and the Care Quality Commission (CQC) requirements, lease agreements, rent reviews and service charges.

## Care Quality Commission (CQC) standards

New CQC fundamental standards are being introduced which say:

*'All premises and equipment used must be safe, clean, secure, and suitable for the purpose for which they are being used, and properly used and maintained.'*

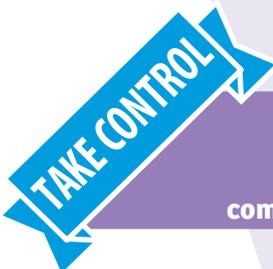
The CQC has enforcement powers to stop practices from operating if standards are not met.



Ensure that your premises comply with all of the essential regulations as identified in the [standards checklist](#) as much as possible and practicable.



Make sure you check and comply with the current CQC standards as identified by the [CQC checklist](#).



If after checking the above standards you discover that your practice is not fully compliant with any of the essential regulations, you should develop an action plan to address any identified issues. Best practice is to communicate this action plan to your commissioner at the earliest opportunity. Guidance can be sought from Londonwide LMCs.



Where the [CQC premises standard](#) is not fully met, show evidence of working towards meeting the standard.

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## Lease agreements

This is essential whether you are in a converted residential property or purpose built health centre and whether your landlord is a private landlord, NHS Property Services (NHSPS) or a Foundation or Community Trust. It is equally essential if your landlord is one or more current or previous partner(s).

**You should differentiate between your role as a partner and a landlord**, and make sure that there is always a lease agreement between the landlord (which could be one or more or all of the current partners, or a mix of previous and current partners, or solely a retired partner) and the partnership which currently holds the practice's contract with NHS England. The lease is in place to give both parties legal protection and clarifies the responsibilities of **both** parties especially when issues around internal and external building repairs or rent reviews arise.

If you are considering entering into a lease or your landlord has offered you a lease you are unsure about, or if you are under pressure from your landlord to sign a lease, you need to seek advice from lawyers with expertise in GP contracts and premises.

TAKE CONTROL

Ensure you have an up to date lease agreement in place that clearly sets out responsibilities of tenant and landlord and describes your rent and service charges.

TAKE CONTROL

Obtain expert legal advice before signing a lease. A lease is a legally binding document and if it is not negotiated and agreed with terms that are acceptable to you, there could be serious legal or financial implications if things go wrong in the future.

## Rent reviews and rent reimbursement

Under your GMS/PMS/APMS contract terms, NHS England is obliged to reimburse your rent costs at the level determined by the District Valuer. Rent reviews must be carried out every three years.

Under the revised Premises Cost Directions issued in 2013, the rent valuation and review process has changed as has the role of the District Valuer. This could have serious implications for practices including a potential difference in the lease rent agreed with the landlord and the rent valuation from the District Valuer. This means there could be a shortfall between the rent a practice has agreed to pay to the landlord and the rent reimbursement they receive from NHS England.

TAKE CONTROL

Challenge NHS England to organise a rent review if you have not had one in the last three years.

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## Service charges

**Have a clear understanding of what your service charges entail.** It is really important that you have a detailed breakdown of each element of the service charges, what apportionment of space they relate to and whether this is correct for the space your practice occupies or uses. You need to know if VAT is applicable to your building and which charges are reimbursable and which are not. If you are in a building managed by NHSPS you should be aware that, at present, NHSPS are not always in a position to provide detailed breakdowns of service charges to practices who occupy their buildings.



**Challenge NHSPS if you have received invoices for service charges: that you have not agreed to; that are very different to what you had been charged before or; that are too generic without the necessary detail.**



**If you are having difficulty obtaining the required explanation or if NHSPS are insisting on you paying without a detailed breakdown, contact the [LMC GP Support team](#) for wholly impartial and confidential advice.**

## STOP PRESS

GP premises have lacked necessary, substantial investment for many years.

Following strong lobbying by Londonwide LMCs and the GPC, the Government has announced that £1 billion of funding will be made available to transform primary care facilities. Further details will be sent to every single GP practice in London and countryside, inviting them to bid for the first tranche of that funding with the aim of supporting more GP appointments and more proactive care for the most vulnerable.

If you need help thinking about your needs, and those of your patients, in preparation for any bidding opportunity, why not speak to our [Enterprise team and trusted partners](#).

Londonwide LMCs will circulate more information shortly.