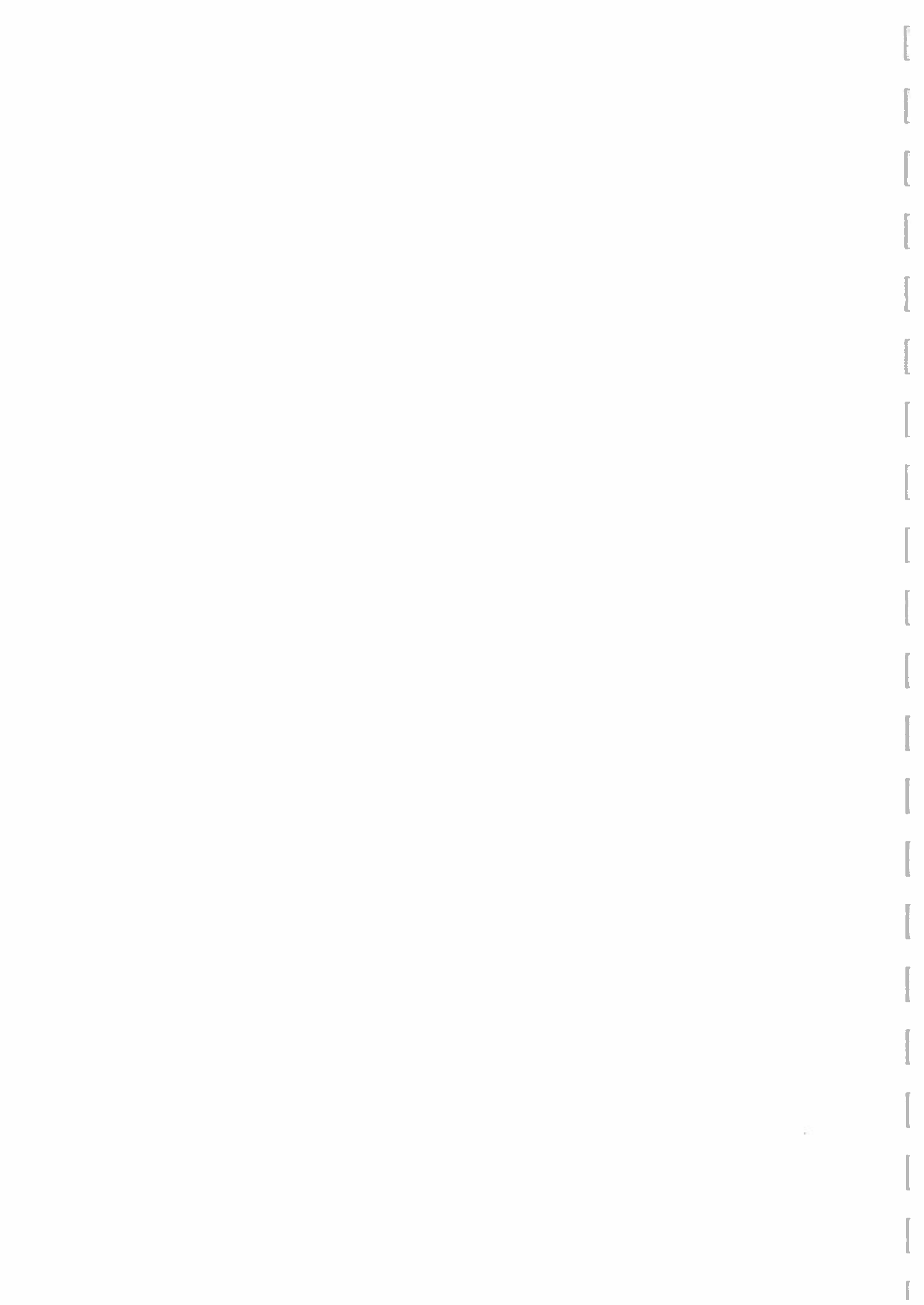


**ANNEX B**

**SANDY LANE LEASE**



- London
- Glasgow
- Edinburgh
- Manchester



**MONTAGU  
EVANS**

CHARTERED SURVEYORS

5 Bolton Street

London

W1J 8BA

Tel: 020 7493 4002

Fax: 020 7312 7548

[www.montagu-evans.co.uk](http://www.montagu-evans.co.uk)

Our Ref: LRP/SLMC02B01

17 May 2017

Sandy Lane Medical Centre  
Sandy Lane Health Centre  
Sandy Lane  
Rugeley  
WS15 2LB

F.A.O Practice Manager

Dear Sir/Madam,

## **NHS – LEASE REGULARISATION PROGRAMME**

Montagu Evans are instructed by NHS Property Services to assist in formalising a number of occupancies within their properties and it is in this respect that we are contacting you.

The Lease Regularisation Programme aims to provide better clarity on billing, obligations, certainty on term and future property demand through a lease contract. The terms offered to you comply with the standard lease approved by the British Medical Association and certain incentives are offered by NHS England for leases completed by 30th November 2017. Further details and the template lease can be found at <https://www.bma.org.uk/news/media-centre/press-releases/2016/may/new-gp-premises-lease-agreement-a-step-forward-says-gp-leaders>.

We have recently undertaken an inspection of the aforementioned property and attributed the respective occupations within the property based off their exclusively occupied areas and proportion of shared areas. We have emailed directly to you electronic copies floor plans reflecting our understanding of your occupation.

Based off these plans, and using the NHS Property Services Leasing Policy, we have drafted the attached Heads of Terms. These terms reflect the additional information in relation to service charge and market rent levels.

We would be grateful if you would review the proposed Heads of Terms, and the respective floor plans, and advise us as to whether they offer acceptable terms under which you are willing to formalise your occupation through the completion of a lease. If the proposal is acceptable we can look to instruct solicitors and should be grateful if you could advise as to who will legally be representing you.

If you have concerns over any aspects of the Heads of Terms then please advise as to the points of concern and we can provide some further clarification.

It would be appreciated if you could acknowledge receipt and provide a considered response within a 3 week time frame.

We look forward to hearing from you.

Yours sincerely



**MONTAGU EVANS LLP**

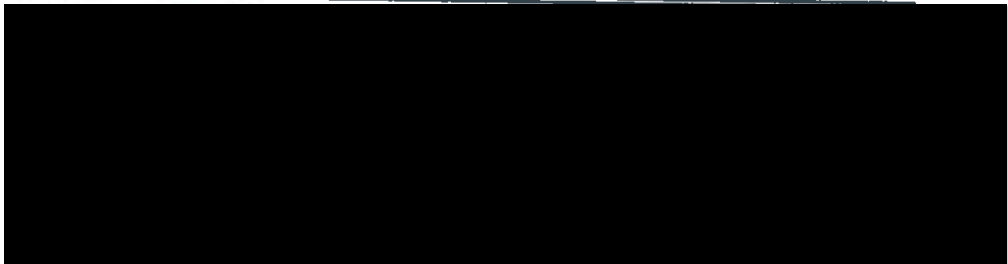
## Heads of Terms

for GP occupiers

Underlease of Part

1.0	<b>Initial information</b>	<p>The format of these Heads of Terms complies with the Code for Leasing Business Premises in England and Wales 2007.</p> <p>Heads of Terms iteration:      Date: 18/03/2017</p>
2.0	<b>Property address and demise details</b>	<p>Part lower ground, ground and first floors Sandy Lane Health Centre Sandy Lane Rugeley WS15 2LB</p> <p>The demise is identified on the plan(s): edged turquoise</p> <p>The Tenant will have access to shared areas Gold</p> <p>The Net Internal Area of the demise is: 378.95m<sup>2</sup> (which includes any shared spaces used by fewer than all occupiers)</p> <p>The Net Internal Area of the shared areas is: 344.97m<sup>2</sup>. The proportion of the total shared areas NIA which is attributable to the demise is: 38.46%</p>
3.0	<b>Superior Landlord(s)</b>	SPCD (Rugeley) Limited
3.1	<b>Landlord</b>	<p>Name: NHS Property Services Limited Registered No.: 07888110 Registered Office: 85 Gresham Street London EC2V 7NQ</p> <p>Correspondence address: Montagu Evans, 5 Bolton Street, London, W1J 8BA</p> <p>Contact name: <i>see details below in section Landlord's Agent</i></p> <p>E-mail: Telephone: Mobile:</p>
3.2	<b>Tenant</b>	<p>Name: Sandy Lane Medical Centre <b>SURGERY</b> Registered No. (if applicable): <b>(HORSEFAIR PRACTICE GROUP)</b> Registered Office: Correspondence address: Sandy Lane Health Centre, Sandy Lane, Rugeley, WS15 2LB Practice Manager</p> <p>Contact name: E-mail: Telephone: Mobile:</p>

4.0 Rent



Payment dates: Modern quarter days (1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July and 1<sup>st</sup> October)

Is the property VAT elected? Yes

4.1	Rent free period (and other incentives)	None
5.0	Guarantor/ rent deposit	N/a
6.0	Type of lease	Underlease
6.1	Lease length and start date	<p>Lease term commencement date: From completion of legal documentation</p> <p>Lease expiry date / lease term: 06 Jan 2027 is proposed, subject to agreement by the parties.</p>
6.2	Break clauses or renewal rights	<p>Tenant only break:</p> <p>Upon the tenant receiving notice from the NHS Funder to terminate the Core Contract, upon giving to NHS PS 1 month notice.</p> <p>Upon the tenant giving notice to the NHS Funder to terminate the Core Contract, upon giving to NHS PS 14 days notice.</p> <p>A notice by the Tenant to break the lease shall be of no effect if at the relevant break date, the Tenant has not paid any part of the rent due, has failed to vacate the Property, or has failed to ensure that all occupiers have vacated the Property.</p>

Mutual break:

No mutual break rights

Landlord break:

A Landlord only break on no more than 14 days' notice in the event that the Tenant ceases to be a Contracted Practice, or the Tenant materially having ceased to provide Core Contract services for a consecutive period of two calendar months or more.

Same break rights as in the headlease, subject to requirement for landlord to give less notice.

6.3 1954 Act protection

The Underlease is to be excluded from sections 24-28 of the Landlord and Tenant Act 1954 (as amended).

7.0 Rights

All standard rights absolutely necessary for the tenant's enjoyment of the Property – full details are confirmed in the standard form lease.

8.0 Rent reviews

Is the rent subject to review?	Same terms as the headlease
Does the review mirror a head lease review?	Yes
Market or Index based review basis?	Same terms as the headlease

9.0 Assignment and subletting

Basis of Alienation	Permitted?	If Permitted, is it subject to CNUW?
Assignment of whole	Yes*	No for other GPs within the Contracted Practice or another Contracted Practice Yes* for all other assignees.
Sub-Lease whole	No	N/a
Sub-Lease part	Yes**	Yes**
Sub-sub-lease	No	N/a
Concession	No	No
Sharing	Yes***	No
Charging	No	N/a

CNUW = Consent Not to be Unreasonably Withheld.  
n/a = not applicable

\* Assignment subject to the requirement for an Authorised Guarantee Agreement.

\*\* Underletting is to be limited to a maximum of 2lettable units and so long as the total proportion of the demise which is underlet to entities which are not a Public Authority, or entities whose rent is not reimbursed by NHS Funding, is no more than 10%.

\*\*\* Sharing subject to: no relationship of Landlord and Tenant created; the Sharer is an organisation or health personnel supporting the Tenant in delivering services falling within the Permitted Use, or is an NHS Body or Public Authority.

10.0 Services and service charge

A fair proportion of service charge recovery of any service charge charged under the headlease or, if not charged under the headlease, a fair proportion of service charge recovery.

The annual service charge for the building is currently approximately £60622, of which you are liable to pay 38.46%, based on the floor area that you occupy (please refer to the supplied floor plan). We envisage issuing service charge demands upon acceptance of these terms.

11.0 Repairing obligations

The provisions of the Headlease are to apply, although as a minimum the Tenant is to keep the premises in a good state of repair and condition including decoration in every fifth year (if applicable), and in any event, in the last 3 months of the term in so far as the demise has not been decorated in the in the previous 12 months.

19.0 General

The Landlord will by agreement perform the repair, decoration, statutory compliance obligations of the Tenant in the Lease and provide such additional FM services to the Tenant's demise as agreed between the Landlord and Tenant. The Landlord is undertaking a continuing programme of FM rationalisation negotiating favourable terms with leading FM providers to improve the quality of FM service provision to its buildings and tenants whilst driving FM efficiencies. A member of our FM team will be in contact with you separately regarding the provision and documentation of FM services.

All rent and other figures stated in these Heads of Terms are exclusive of VAT, and the Tenant shall be required to pay VAT in respect of all taxable supplies made to it in connection with the Lease.

Where applicable, any irrecoverable VAT on rent and other sums under the lease will be charged in addition to the figures quoted.

NHS Property Services reserves the right to elect to tax the Property at any time (although this right is not to be exercised for the duration of the lease term without the GP's and commissioner's consent provided that the lease is entered into before 30<sup>th</sup> November 2017).

20.0 Landlord's solicitors

Name: Bevan Brittan LLP  
Correspondence address: Kings Orchard, 1 Queen Street, Bristol, BS2 0HQ  
Contact name: LRP team  
E-mail: NHSLeaseProgramme@bevanbrittan.com  
Telephone: 0370 194 1000  
DX: 7828 Bristol  
Mobile:

20.1 Tenant's solicitors

Name:  
Correspondence address:  
Contact name:  
E-mail:  
Telephone:  
DX:  
Mobile:

21.0 Timing and other matters

These Heads of Terms are only valid for 6 months from the date of issue.

22.0 No contract

These Heads of Terms are subject to contract.

23.0 Landlord's agent(s):

Name: Montagu Evans  
Correspondence address: Montagu Evans, 5 Bolton Street, London, W1J 8BA  
Contact name: Will Robinson  
E-mail: Will.Robinson@montagu-evans.co.uk  
Telephone: 020 7312 7505  
Mobile:

12.0 Alterations and Signage

Type of Alteration	Permitted?	If Permitted, is it subject to CNUW?
External structural	No	n/a
External non-structural	No	n/a
Internal structural	No	n/a
Internal non structural	Yes	Yes*
Services and Systems	Yes	Yes
Signage	Yes	Yes

\* The Tenant can erect demountable non- structural partitions without consent of the Landlord provided that the Tenant shall not carry out any such works until it has given the Landlord two copies of the plans and specification for the works.

13.0 Permitted use

Provision of health and social care and community services within or in connection with the NHS to members of the public and for associated purposes, provided that such use falls within Use Class D1.  
Retail and/or dispensing pharmacy is prohibited .

14.0 Insurance

insurance premium (which may include cover for loss of rent) fully recoverable from the Tenant.

The Landlord may elect to insure the property under the NHS Litigation Authority Property Expenses Scheme.

15.0 Dilapidations & reinstatement

Full liability will remain with the tenant.

16.0 Rates and utilities

The Tenant is responsible for all Business Rates and utilities for the demise.

17.0 Legal and professional costs

Each party are to pay their own legal and professional costs.

18.0 Conditions

These Heads of Terms are subject to NHS Property Services delegated Board approval.

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23.1 Tenant's agent(s):

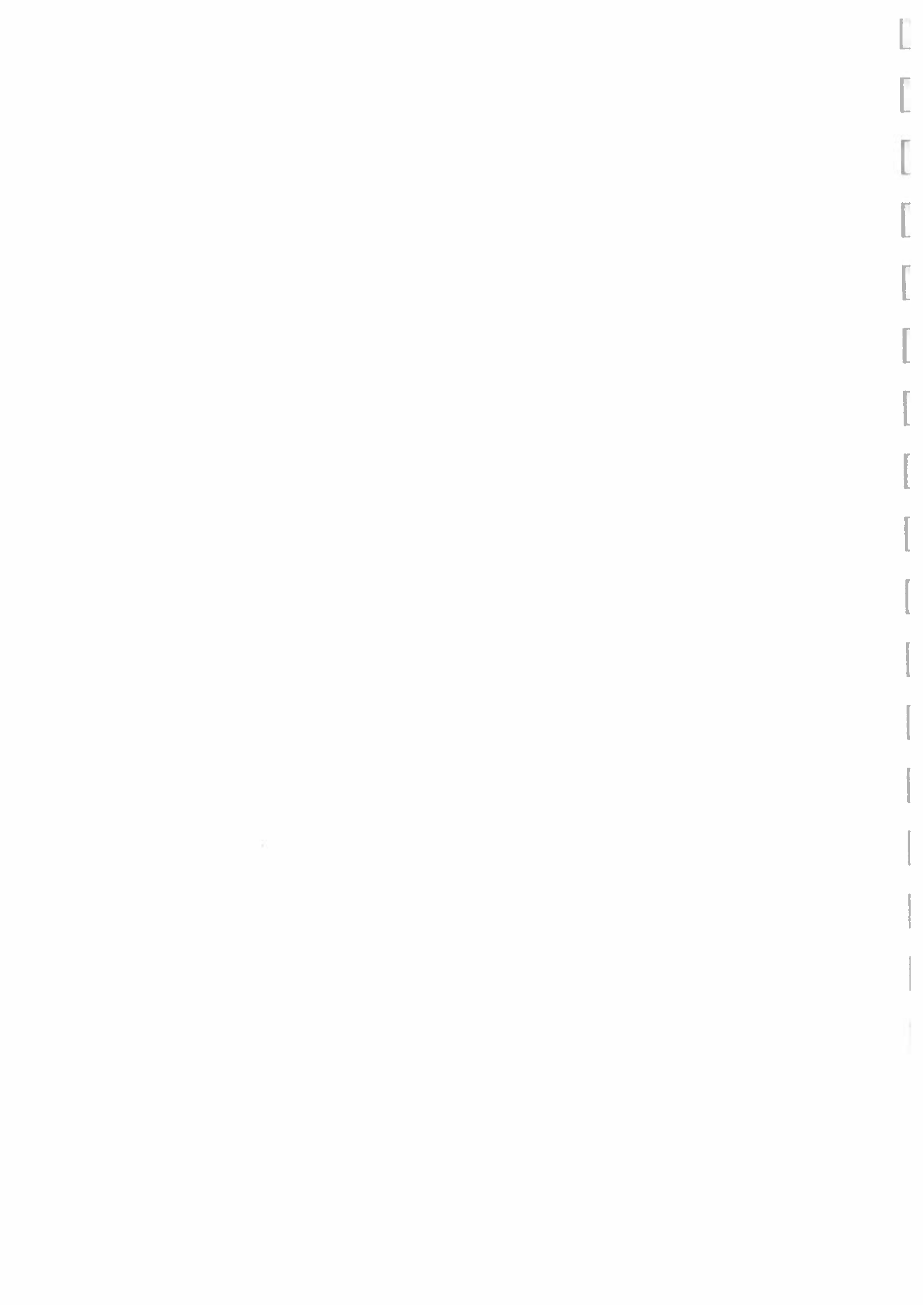
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Correspondence address:  
Contact name:  
E-mail:  
Telephone:  
Mobile:

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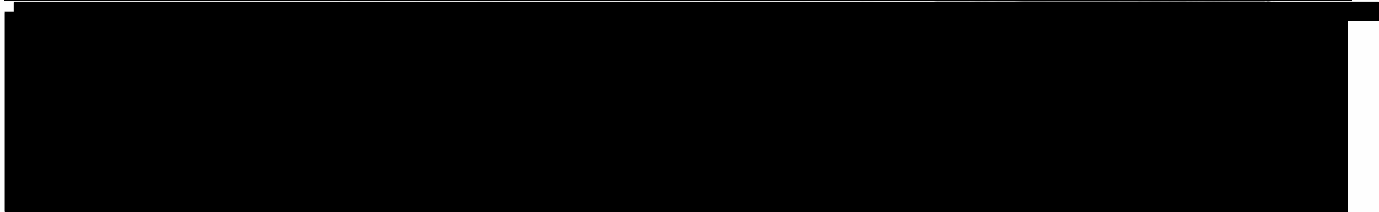
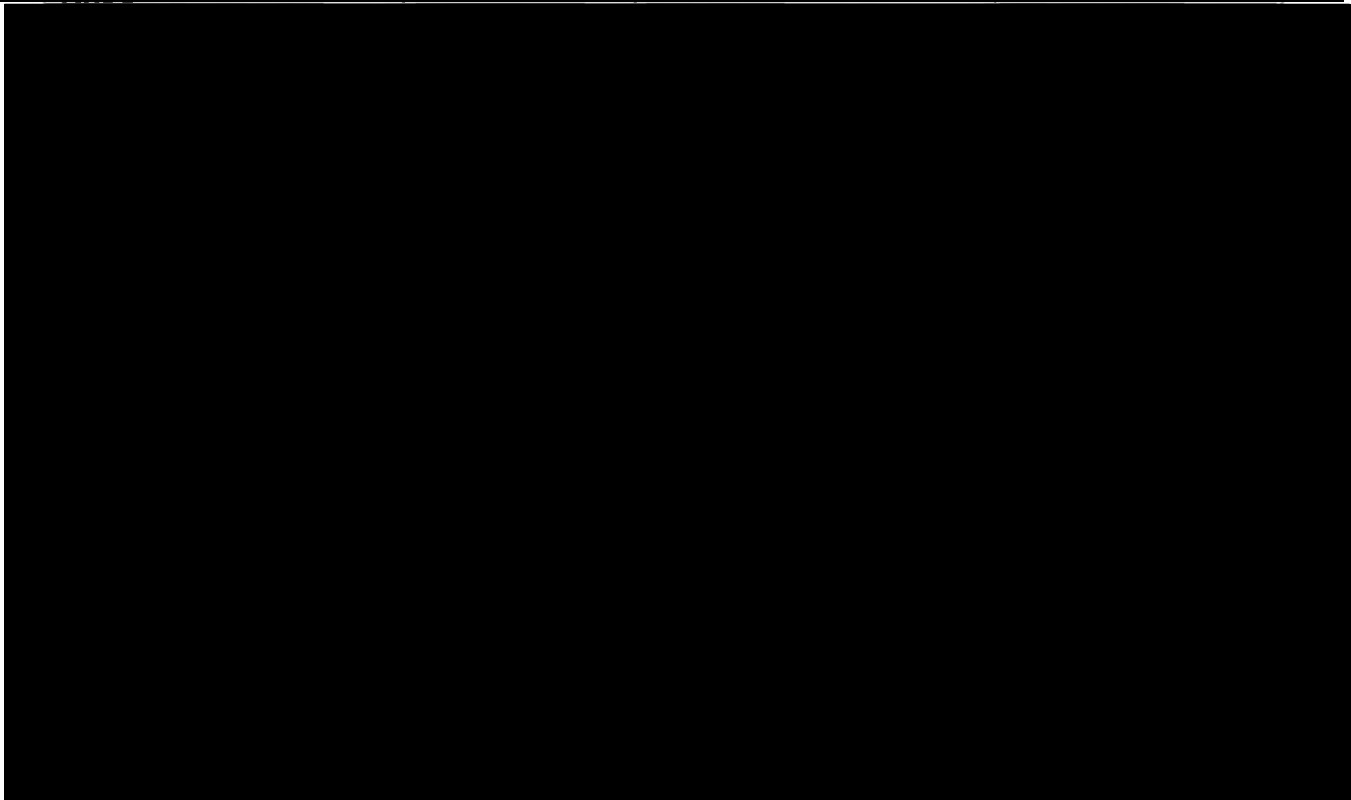


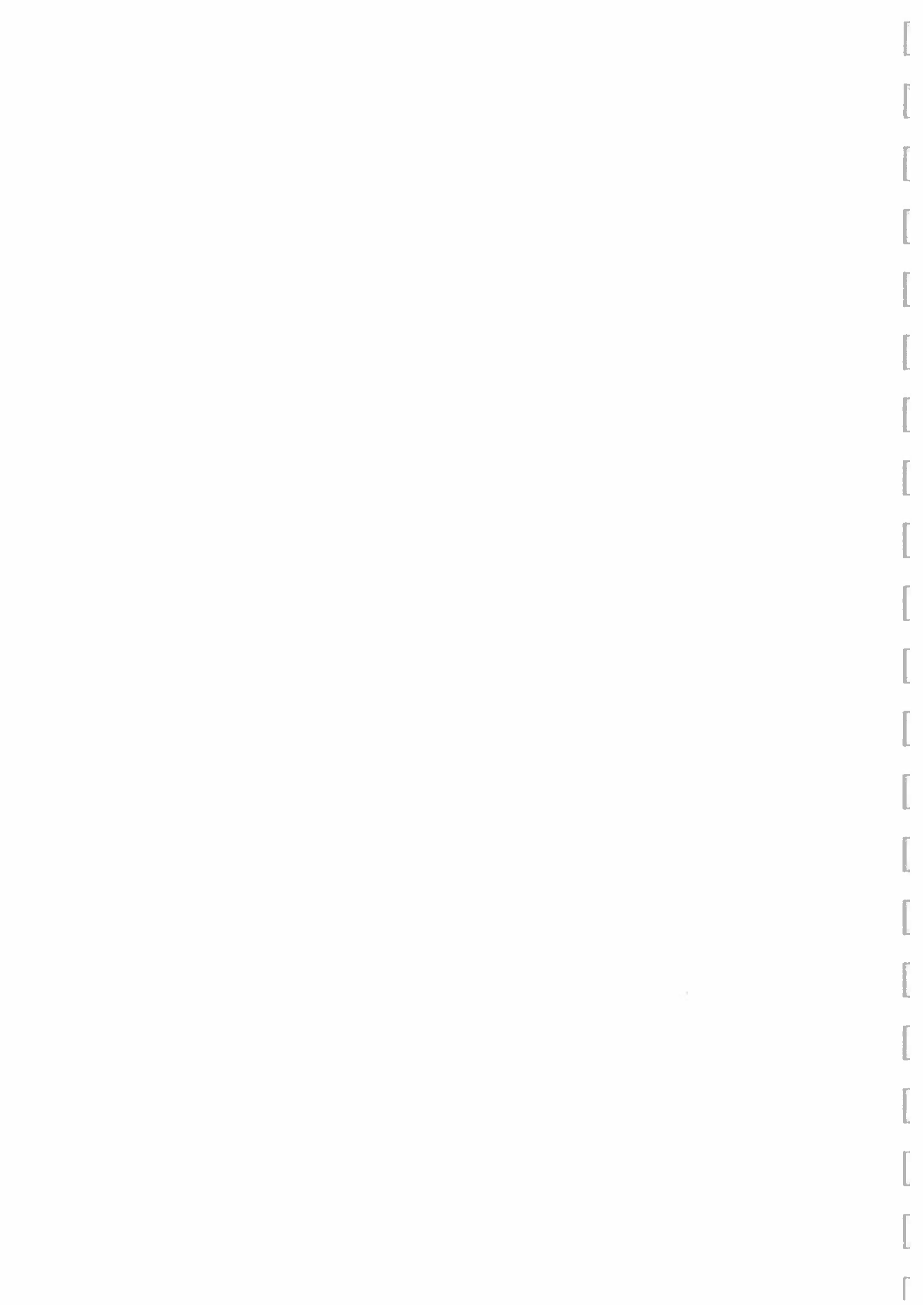
**ANNEX C**

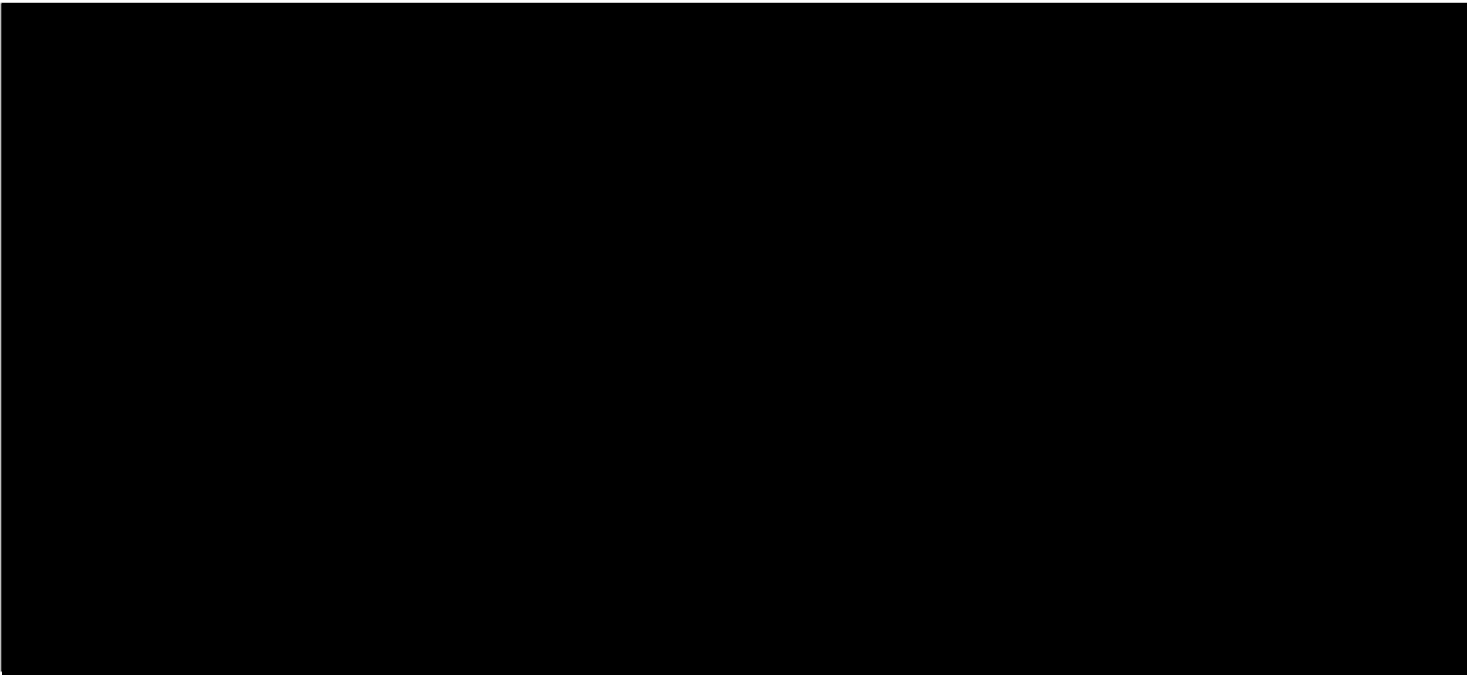
**SANDY LANE ASSET LIST**

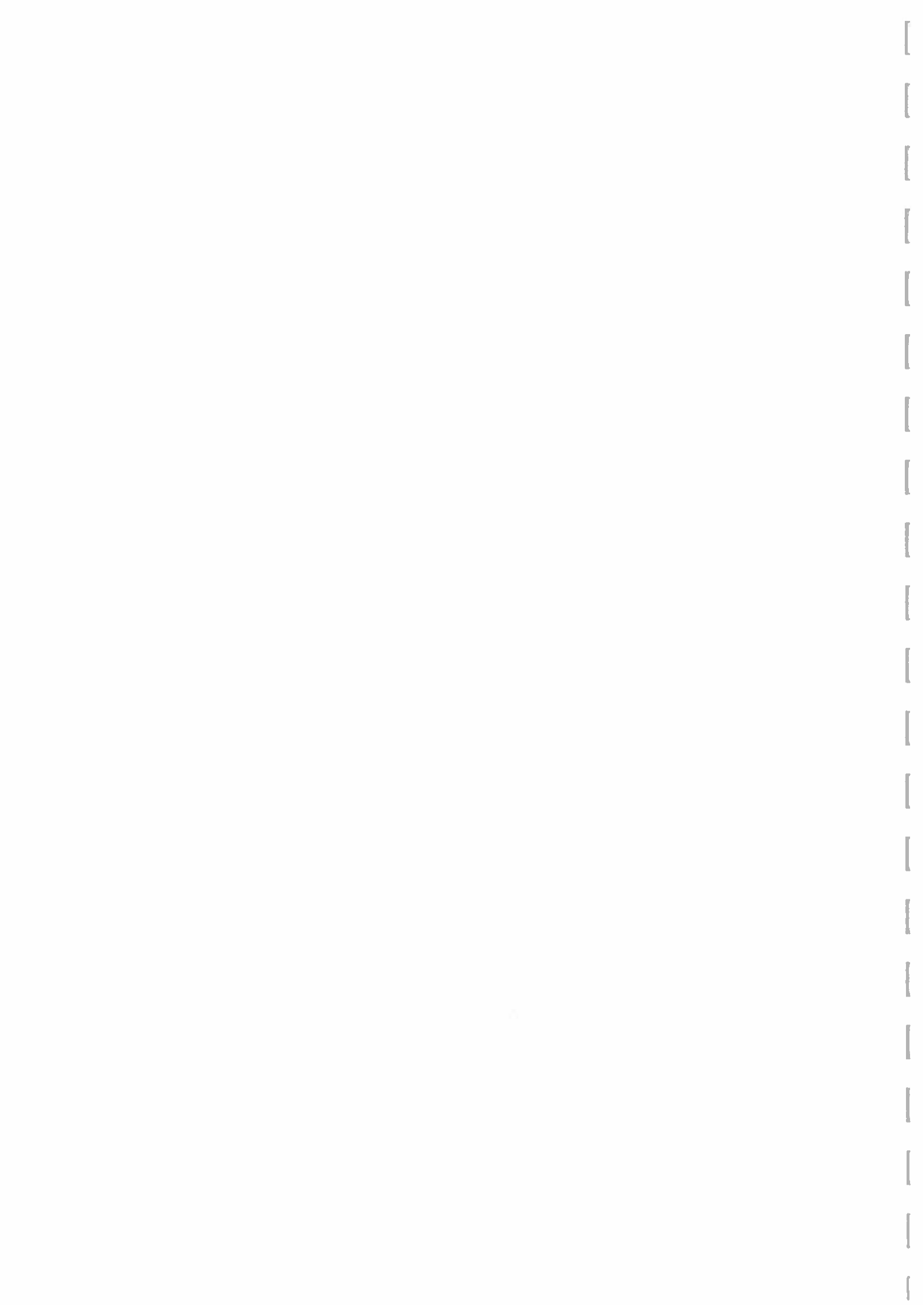


**List of PCs and Printers at Sandy Lane Surgery**









ANNEX D  
TUPE INFORMATION  
SANDY LANE



## Rugeley APMS Procurement

TUPE -Transfer of Undertakings (Protection of Employment) Workforce Information - Questions Relating to Applicability of TUPE

### CONTRACT FOR THE PROVISION OF PRIMARY MEDICAL SERVICES - RUGELEY APMS

Name of Provider:	Sandy Lane Surgery
Name of Person Completing Form:	
Contact Details:	

**Q.1. Please provide a brief description of how the service is currently provided and managed?**

Current primary care medical services provided through a partnership model employing and seconding clinical and administrative staff. Working out of one site, Sandy Lane Health Centre (NHS Property Services building) we provide primary care medical services to approximately 11,000 patients in Rugeley and the closer outlying area.

**Q.2. Please provide a brief description regarding the manner in which staff and managers are deployed, including whether this service is run as a separate cost centre?**

We have 2 GP Partners and 1 Business Partner (non clinical). We employ and sub-contract GPs. We have a wide complement of Nursing team including Advanced Nurse Practitioners and Health Care Assistant and we also sub-contract an ANP as well as a Urgent Care Practitioner from Shropdoc. We have a skilled administrative workforce, employed, including an IT Manager as well as some casual team members who prefer to cover ad hoc. We are also part of the Rugeley Locality Primary Care Home and therefore share services across the 4 practices in Rugeley.

**Q.3. Are there any discrete and autonomous staff service groups working wholly or mainly on the current contract?**

**Q.4. TUPE would not normally apply to self-employed persons or sub-contractors. Please indicate whether any such persons are engaged in the provision of the service, briefly indicating their job tasks and the time spent on these tasks?**

There are 3 self employed partners, 2 GPs working 1.3 WTE and Business Partner (undertaking various management responsibilities including Registered Manager for CQC) on 0.7 WTE. We also have 3 x GP Locums working 1.6 WTE as well as an ANP sub contracted working 0.6 WTE. We currently contract 0.5WTE UCP each week in addition to access to the locality UCP service.

**Q.5. Is it your organisation's view that TUPE may apply to the contract? Please provide clarification of your response.**

YES

**Q.6. In relation to any staff currently employed:**

**Q.6.1. Are there any industrial injury or other claims outstanding?**

NO

**Q.6.2. Are there any outstanding industrial tribunal claims?**

NO

**Q.6.3. Please provide details of any disciplinary or grievance issues outstanding, or regarding any staff on maternity leave or long-term sick leave, etc?**

One staff member currently on Maternity leave with an anticipated return of September 2018

**Q.7. Please state the period of notice to be given in the event of termination of employment by the employer?**

Most staff (particularly clinical) are on 3 months notice

**Q.8. What is the pay frequency (e.g. weekly, monthly)?**

Monthly

