

**DOCTORS' PARTNERSHIP DEED
QUESTIONNAIRE**

PLEASE COMPLETE AND RETURN THIS FORM USING THE SUBMIT BUTTON

How did you hear about Clarkson Wright and Jakes Ltd?

We will be making a number of assumptions when drafting your deed and certain terms will apply. These are set out below and you should read these carefully. If any assumptions do not apply or you require any variations, please give details in the panel at the end of this questionnaire.

THE PARTNERSHIP

Assumption: The Partners are all GPs.

If different please specify:

Please give the full names and home addresses of each Partner:

Full Name	Home Address

If there are more than four Partners, please email the information on a separate sheet to: nicky.androsov@cwj.co.uk

When did you commence practice together?

Please give the full address of the surgery/surgeries:

What is the practice name (if not the names of all individual partners)?

Please give details of the type of contract the practice has with the PCT and who is/are the contract holder(s):

Please give the full name and address of your bankers:

Please give the full firm name and address of your accountants including the name of the person who deals with your affairs:

To which date are your accounts made up?

THE SURGERY

Please complete details for all surgeries

(if necessary email additional information to nicky.androsov@cwj.co.uk)

Is the surgery owned by all partners as a partnership asset?

YES

NO

If not, by whom is it owned?

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Is the surgery freehold or leasehold?

FREEHOLD

LEASEHOLD

A photocopy of your title deed (and lease, if appropriate) and the last accounts of the practice would be helpful. Email to nicky.androsov@cwj.co.uk

FINANCE

Assumption: Cheques can be signed by any one partner but any cheque for a sum in excess of £500 should be signed by two partners.

If different please specify:

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CAPITAL

Assumption: Interest will not be paid on capital.

If different please specify:

Assumption: The capital of partners in a former practice is carried forward to the accounts of the new practice.

If different please specify:

RECEIPTS/PROFITS AND EXPENSES

Assumption:

- (1) Each partner will provide his own motorcar and a home telephone used exclusively for the practice.
- (2) The practice pays medical defence subscriptions.

If different please specify:

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Assumption: Partners shall account for NHS and other receipts

- (1) the following will not be partnership income:
 - Seniority awards
 - Income from private family businesses
- (2) Cost and notional rent will NOT be divided in profit sharing ratios where the surgery premises are owned by one or more partners personally but will be shared between the property-owning partners pro-rata to their shares in the property

If different please specify:

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Has parity been achieved?

YES

NO

If no, please complete table

(continue on separate sheet if necessary. Email to nicky.androsov@cwj.co.uk)

Partner	Timescale	%
	Year 1	
	Year 2	
	Year 1	
	Year 2	
	Year 1	
	Year 2	
	Year 1	
	Year 2	

Assumption: Bonuses (if any) will be dealt with by specific memoranda signed by the partners.

If different please specify:

ABSENCES

Assumption: 'Working days' means any day from Monday to Friday except bank and statutory holidays

If different please specify:

Assumption: A partner is allowed 30 working days' holiday per year.

If different please specify:

Assumption: A partner may take a maximum of 10 working days consecutively.

If different please specify:

Assumption: A partner is entitled to 5 days study leave per year.

If different please specify:

Assumption: Holiday and study leave may not be carried forward.

If different please specify:

Assumption: Partners are entitled to paid paternity, adoption, sabbatical, compassionate or other leave on terms determined by the partnership at the time of the request.

If different please specify:

Assumption: Two or more partners will not be absent on holiday or study leave at the same time.

If different please specify:

Assumption: Maternity leave entitlement will be the same as if the pregnant partner had been employed by the practice.

The pregnant partner can draw full profits from the practice during the period she is on maternity leave but the cost of any locums during this period (except the first month) will be borne by the absent partner who will be entitled to any money received from the primary care organisation.

If different please specify:

RESIDENCE

Do you want the right for the other partners to approve where each partner lives?

YES

NO

DUTIES OF PARTNERS

Are all the partners to be full time?

YES

NO

If not, a separate memo of terms should be prepared and signed by the partners including minimum hours to be worked.

Assumption: We will include the standard duties of partners in your deed which will apply whether they are full or part time (for example good faith, payment of personal debts, professional indemnity insurance etc).

If different please specify:

RESTRICTIONS ON AUTHORITY

Assumption:

- (1) Any one partner may contract on behalf of the partnership up to £500.
- (2) We will include the standard restrictions on authority in your deed; (for example; employment of staff, making loans, giving guarantees etc).

If different please specify:

EMPLOYMENT OF LOCUMS

Assumption: If a partner becomes incapacitated (over and above any maternity leave if appropriate) whether by mental disorder, accident, illness, injury or otherwise from performing his duties for a period in excess of one month the other partners can employ a locum at the expense of the absent partner.

If different please specify:

Do you want the right to insist on medical examination of a partner?

YES

NO

DECISION MAKING (Applicable to partnerships of 3 or more partners only)

Assumption: The following decisions will require unanimous agreement of the partners.

- Admission of a new partner
- Dissolution of the partnership
- Alteration of the partnership deed
- Development/acquisition of premises
- Opening branch surgery
- Sale of any practice premises

Other decisions will be made by simple majority.

If different please specify:

Should any other matters require the unanimous agreement of the partners?

YES

NO

If so, what?

Assumption: No partner shall have a casting vote at partners' meetings in relation to any matters.

If different please specify:

RETIREMENT

Assumption: A partner will give six months' notice of his intention to leave the partnership.

If different please specify:

If there are more than 2 partners, do you wish to provide that only one partner may retire at any one time?

YES

NO

If "yes" please specify terms

Assumption: There is no default retirement age for partners but there are rights to expel under the partnership deed for a number of specified reasons. There is no "green socks" provision.

If different please specify:

NEW PARTNER

If a new partner is joining the practice, please answer the following additional questions:

What is the probationary period?

Assumption: During the probationary period one month's notice either way will be given to terminate the partnership to expire not later than the end of the probationary period.

If different please specify:

Note: If there are restrictions on an outgoing partner, these will apply to the new partner.

Please specify the contributions to the practice by the new partner (including amount and timing of payment(s))

EXPULSION

Assumption:

- (1) A partner may be expelled from the partnership after 6 months continuous or an aggregate of 9 months absence in any one accounting period (excluding any periods of maternity cover).
- (2) The standard reasons for expulsion will be included in your deed (for example, breach of the deed, bankruptcy, mental incapacity, removal from the register etc).
- (3) No partner will be expelled without grounds being established under the deed.

If different please specify:

ACQUISITION OF OUTGOING PARTNER'S SHARE

Assumption: You want the right to acquire the share of an outgoing partner within 40 days from the date he leaves and (if there are more than 2 Partners) an outgoing partner wants to be able to force continuing partners to buy him out within 60 days from the date he leaves.

If different please specify:

Please note that if the surgery is valued for such a sale at more than market value this may amount to an illegal sale of goodwill in certain circumstances and such a clause should only be included having taken professional advice.

Assumption: An account will be drawn up on the death or retirement of a partner. If the matter is dealt with in any other way this should be by specific agreement between the partners in consultation with the partnership accountants.

If different please specify:

If payment is to be made immediately after agreement or determination of the account please specify:

YES

NO

Assumption: If the acquisition cost is delayed it will be paid by 12 monthly instalments.

If different please specify:

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Assumption: Interest will be paid on outstanding instalments at four per cent above the partnership's banker's base rate from time to time.

If different please specify:

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Do you wish to restrict the activities of an outgoing partner?

YES

NO

If so for how long and within what radius from the surgery premises?

Radius	
Miles	
Time	
Years	

Note : The radius and time limit must be reasonable to be enforceable.

We suggest that such a clause should only be included having taken professional advice

DISPUTES

Assumptions:

- (1) Disputes will be referred for arbitration.
- (2) The costs of the partnership deed are to be borne by the partnership.

If different please specify:

Are you happy for us to retain your details on our database?

YES

NO

I authorise you to prepare a draft partnership deed on the basis of the details set out above and overleaf and on the assumptions and terms listed by you.

Name and Contact Details:

We will send you the deed which should be read carefully by all the partners and approved by the partnership accountants before completion. If there are any corrections or variations to be made or if there are any queries PLEASE CONTACT US BEFORE TAKING ANY ACTION.

Please remember to review your deed regularly – at least every five years or sooner if necessary.

For further information contact:

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