

Agenda Item:	Question / Response:	Submitted by:
20.05.8 Lease	<ol style="list-style-type: none"> 1. Do we have verbal/written confirmation that the doctors definitely want to renew the lease? 2. Do negotiations take place with a central NHS body, or directly with the doctors themselves? 3. Do we know what the "specific term included" consist of? 4. Do Roger & Norton give any indication of a timescale for this procedure? 	Pam Cane
Response (1)	<ol style="list-style-type: none"> 1. Yes – the Medical Practice has verbally agreed we need a new lease as the existing lease cannot be renewed. That is why the process has started. 2. Our solicitor will deal with all matters including liaising with the Medical Practice’s representative and any comments from NHS England and the District Valuer. 3. No not in detail – it was a general statement made. 4. Rogers & Norton are aware of the 5 month timescale. The land registration currently underway for the Wilby Road site will need to be completed prior to the new lease being registered. Land Registry has indicated there is a back log at the present time, patience is requested but the registration can be escalated if necessary later in the summer. 	Clerk
Chair’s comment	No further comment.	James Hargrave
20.05.8 Lease	<ol style="list-style-type: none"> 1. Can we trawl further for additional quotes before deciding on Rogers and Norton eg the whole of East Anglia that does have large and small firms. I am a little uncomfortable in settling with just one quote that appears to be high. 2. I am assuming that there is a template for this particular type of lease as there are so many GP practices in the country using leases so a specialist firm may not be necessary. 3. Has a discussion taken place with the practice manager/doctors about which solicitor they are using? 4. Would a more cost effective approach be for their solicitor to send a first draft that includes their specific clauses for use as tenants that would build upon a national template for a GP practice lease? The PC could then instruct a solicitor to check and recommend any amendments. As it is unlikely for there to be any controversy or unexpected inserts this then may cost the PC hundreds rather than thousands of pounds to start from scratch. 	Gillian Rennie-Dunkerley
Response (2)	<ol style="list-style-type: none"> 1. I have spent a considerable amount of time researching firms. As stated on the agenda two specialist firms in the local area were identified, but only one could represent the Council in this matter. 2. I assume the solicitor will work using a template. A specialist firm will have access to the necessary documentation and expertise in drawing up leases which are acceptable to the NHS. This will avoid costly reworking of lease terms and clauses, and will avoid matters having to be revised and resubmitted. 3. Yes - the Medical Practice has indicated who they will be using in the process. 4. It is for the Landlord to draw up a lease not the Tenant. Using a non-specialist firm may result in much higher costs if they are not fully conversant with the process required. The difficulties which can occur when a lease is not properly 	Clerk

	drawn up can result in large legal bills in the future. For example: formally resolving the rent review clause in the current lease resulted in legal costs totalling £6,032 at the review undertaken in 2018/19.	
Chair's comment	I do not think the quote for a new lease is high for this kind of work. £2.5k would work out at £210 a year over the 12 year term of the lease. This represents 1.5% of the rental income. As the Clerk mentions having a lease that is less than clear can result in significant cost.	James Hargrave
20.05.8 Lease	<ol style="list-style-type: none"> 1. <i>Do we have to start from scratch? Is there any reason why we can't use the existing lease as a starting point ?</i> 2. <i>Presumably there are lots of similar NHS trusts with leases. Have we approached the appropriate NHS department for their advice?</i> 3. <i>If we do have to use a solicitor can we have 3 quotes just as we would if we were employing a contractor to do some repairs or construction work?</i> 	<i>Don Darling</i>
Response (3)	<ol style="list-style-type: none"> 1. I am assuming that there is a template lease which the solicitor will work on; if the process was starting from scratch I would expect the cost to be substantially higher. As stated on the agenda, the solicitor has noted that the original leases are not in a form acceptable to the NHS and cannot therefore form the basis of any new lease. 2. Yes, I assume there are a lot of NHS leases in operation at the present time. We are establishing a lease with the Medical Practice not the NHS as a corporate body. The solicitor will work with the Medical Practice, NHS England and the District Valuer to ensure that the lease is acceptable with minimal changes required. 3. I would strongly advise the Parish Council against proceeding without a solicitor and would advise that the legal firm appointed should have the relevant experience of working on NHS acceptable leases. A tender process for legal work is not usual; the work involved in a tender process for a law firm may well add another 25% on to the final estimate of costs. Given that the estimated costs for the services of Rogers & Norton have been published online it would not be fair or responsible for the Parish Council to start a tender process at this stage. 	Clerk
Chair's comment	We are following the same procedure here as any responsible public body would when leasing property. As councillors we have a responsibility to ensure that we do not make an agreement that later results in further costs for council taxpayers. As the Clerk has stated the responsible action here is to engage a solicitor with relevant experience. Procuring legal advice is not the same as buying goods. It is the duty of the Council to obtain best value not the cheapest cost.	James Hargrave