

BMA Partnership Agreement Drafting Service

Terms and Conditions

1. The Service

- 1.1 The service shall be provided by The British Medical Association (under the trading style of 'Partnership Drafting') (hereinafter we, our, us) whose offices are situated at BMA House, Tavistock Square, London, WC1H 9JP, exclusively to General Medical Practices ('practices') situated in England, Wales, Scotland and Northern Ireland. We shall provide the service as advisers in this specialised field. We are not a firm of solicitors and we do not operate under the auspices of a private law firm or bar chambers.
- 1.2 In order to use the Service, it is a legal regulatory requirement that at least one practice member (preferably our point of contact through whom we receive instructions and provide the service), is a BMA member.
- 1.3 The service shall include legal advice and drafting covering all aspects of the practice partners' legal relations as between themselves, including:
 - Formation of the partnership
 - Partnership finances
 - Provisions regarding leave, absence and suspension
 - Income and expenses
 - Profit sharing clauses
 - Real property rights in terms of partnership premises
 - Partnership management and decision making
- 1.4 Nothing in the provision of this service or the terms and conditions herein are intended to or shall cover any advice or services currently provided to practices via the BMA's regional offices.

Exclusions

- 1.5 Whilst we will also endeavour to answer most legal questions relating to the service, there may be occasions where a matter may require a more specialised or expert opinion. In such cases, we shall inform the practice and may, if requested, recommend an appropriate source. We do not provide advice on for example, the following (non-exhaustive) areas:
 - Any matter falling within the remit of the Local Medical Committees, General Practitioner's Committee and the General Practitioners Defence Fund ;
 - Any financial advice including but not limited to tax, PAYE, national insurance, VAT and investments;
 - Landlord/Tenant and property law;
 - Civil or criminal litigation

2. Rates

- 2.1 The service is offered for a flat rate of £1500 plus VAT to include a full and final agreement. This will comprise a first draft drawn up on the basis of a completed questionnaire received back from the practice plus another final version dealing with any further points. If requested we will also file and hold an agreed final master copy of the agreement at a nominal charge of £25 plus VAT per annum. Access to the service is set out under 'Accessing the service' at Appendix A

Hourly Rate

- 2.2 If work arises which is outside the scope of the service as offered, such as further drafts or later amendments/variations then advice may be given at a discounted rate of £120 per hour plus VAT. We will always agree this with the practice, in advance of any such charges being incurred. This rate is offered only to practices utilising the service.
- 2.3 Charges for expenses are unlikely to be incurred but in the event they are, reasonable expenses including travel, hotel and meal costs, reasonably and properly incurred will be charged separately. Copies of receipts will be produced on request.

3. Payment

- 3.1 Billing shall be as to £500 plus VAT payable on receipt of a first draft. The remainder to be invoiced on finalisation of the agreement. In the unlikely event they have arisen, hourly rate payments including administrative costs will be itemised where applicable and shall be effected per agreement by invoice and sent to the Practice.
- 3.2 Payment shall be due within 30 days from the date of the invoice payable by cheque made out to The British Medical Association.
- 3.3 We reserve the right to make changes to the pricing structure or any other terms and conditions herein (including the areas covered under paragraph 1.3). For the avoidance of doubt, only future purchases of the service and future work at the hourly rate shall be affected by any increase.
- 3.4 We reserve the right to charge interest on any overdue payments at a daily rate of 3% above the Bank of England base rate until the debt is paid.

4. Liability

- 4.1 We shall not be liable for any documentation or advice given to any practice where the information provided by the practice is subsequently found to be erroneous, incomplete, fraudulent or misleading.
- 4.2 We shall not be liable for any documentation or advice which is relied upon by a non BMA member.
- 4.3 We reserve the right to cancel or refuse any instruction or request for documentation or advice from any practice, including but not limited to, where there is a possible conflict of interest howsoever arising.
- 4.4 We shall maintain appropriate professional indemnity insurance.

5. Data Protection

- 5.1 We will adhere to the obligations under the Data Protection Act as applicable.

6. Confidentiality

- 6.1 We agree to keep confidential all instructions, correspondence, documents and any other information obtained from practices, save and except:
- Where processing in the proper course of our work
 - Where the information was already legitimately in our possession
 - Where the information is or becomes generally available to the public through no act or default of ours
 - Where the information is required to be disclosed or ordered to be disclosed by any competent judicial, governmental or regulatory body.

7. Termination

- 7.1 Either we or the practice may terminate this agreement as between ourselves at any time upon one month's written notice. Where we terminate, the practice will be entitled to a pro rata refund on any outstanding aspect of the service paid for but not received.
- 7.2 We are not obliged to refund any monies in respect of services and documentation provided, where termination is effected by the practice.

8. Notices

- 8.1 Any notice given under these terms and conditions shall be in writing and signed by or on behalf of the party giving it and may be served by delivering it personally or sending it by pre-paid recorded delivery or registered post or fax to the address and for the attention of the relevant party. Any such notice shall be deemed to have been received:
- if delivered personally, at the time of delivery;
 - in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting;
 - in the case of fax, at the time of transmission.

9. Waivers

- 9.1 The failure of either us or any practice to enforce or exercise, at any time or for any period, any term or condition herein, does not constitute, and shall not be construed as, a waiver of such term or condition and shall not affect the right later to enforce such term or condition or any other term or condition contained herein.

10. Entire Agreement

- 10.1 These terms and conditions and the documents referred to in them, including Appendix A constitute the entire agreement and understanding between us and the relevant practice.

11. Jurisdiction

- 11.1 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with these terms and conditions and/or the service provided.

Appendix A

Accessing the service

1. Practices may access this service in the following ways:-
 - Calling us direct on 020 7 383 6128 9.00am – 5.00pm Monday – Friday or by email at info.pds@bma.org.uk
 - Writing to us at Neal Hooper, Legal Department, British Medical Association, BMA House, Tavistock Square, London, WC1H 9JP.
 - Via *askBMA*.
2. On purchasing the service, practices must provide us with the name and contact details of the individual(s) through whom we will receive instructions and provide the service. The individual(s) must be a BMA member and we must be provided with their current BMA membership number.
3. If you are unsure about what you require and whether or not it falls within the service offered under these terms and conditions, we will be able to advise.
4. You must ensure that the individual or employee giving the instruction is nominated as having the authorisation to do so.

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