

# AISMA Doctor Newsline

At the heart of medical finance...



## OPINION

The future NHS:  
What needs  
to change?

→4

## PRACTICE RESOLUTIONS

Reap dividends  
by improving  
decision making

→5

## ASKAISMA!

More GPs get  
their money  
woes answered

→7

## PARTNERSHIPS

Legal opinion on  
your options when  
things go BAD

→9



## 2024: Check you are up to date on some big financial issues for GPs

A combination of last year's Spring Budget and the Autumn Statement are bringing some important financial developments to the GP's door.

**Kieran Hancock\*** gives an overview of what you need to know

**F**inancial changes affecting GPs are on the way in 2024 as the Chancellor's Autumn Statement announcements hit home.

The government set out its three main economic priorities: reduce inflation, grow the economy, and reduce debt, at the start of last year.

It has been turbulent ever since, with ongoing difficulties caused by the cost-of-living crisis and continued demand pressures on general practice.

Inflation continues to erode general practice funding despite it now falling – as I write – to under 5%.

This, alongside the large reduction in Covid





vaccination income in 2022/23, has created a significant impact on practice profits for 2023 year-ends, resulting in most practices' profits decreasing substantially.

It has been hard to adjust to for some. Profits in some cases have dipped below pre-pandemic levels. And uncertainty moving forward also adds pressure - making it more difficult to make key decisions.

2024 will be a key year and the Spring Budget should be an interesting watch. The government is likely to save any major changes until then to provide a springboard into a planned general election.

But meanwhile, here are some of the notable announcements from the Autumn Statement which impact on the medical profession. There is nothing ground-breaking but there are a few boosts for GPs:

## National Insurance Contributions (NICs)

### Self-employed

Class 2 NICs will be abolished from 6 April 2024. This is currently paid by all self-employed individuals, where profits exceed £12,570 a year, at the rate of £3.45 a week, which was due to increase to £3.70 a week from 6 April 2024. For the 2024-2025 tax year this will create an annual saving of £192.40.

For those with self-employed profits below £6,725, voluntary contributions can still be made at the rate of £3.45 per week. This amount has been retained at current levels to achieve a qualifying year for state pension benefits.

Those earning between £6,725 and £12,570 do not need to contribute and will automatically receive their credit instead.

Self-employed individuals also pay Class 4 NICs on profits generated over £12,570. From 6 April 2024 the initial rate will drop from 9% to 8%. Income over £50,270 will continue to attract NICs at the rate of 2%.

The savings on Class 2 and 4 will be £569.40 for anyone earning more than £50,270. It is a reasonable saving for locums and partners.

### Employed

Class 1 NICs are paid by employees where annual income exceeds £12,570.

Where income is between £12,570 and £50,270, the rate is 12%. If income exceeds £50,270 then 2% is paid on the excess.

From 6 January 2024 (a part year change) the initial rate of Class 1 NICs will reduce to 10%. The highest rate will remain the same.

For an individual earning over £50,270 a year this will equate to an annual saving of £754. This is an increased saving compared to the self-employed and no doubt a welcome addition to take-home pay.

### Taxes

There were no changes to income tax, capital gains tax or inheritance tax.

But don't forget, the last Spring Budget saw the planned reduction of various allowances as follows:

- Capital gains tax annual exemption - £6,000 in 2023-24 and £3,000 in 2024-2025.
- Dividend allowance - £1,000 in 2023-2024 and £500 in 2024-2025.

There were also no further corporation tax changes. The introduction of the 25% rate from





## *“With a general election impending, along with a possible change in government, pensions will be a hot topic over the next year”*

1 April 2023 for profits over £250,000 (marginal relief where over £50,000) remains.

As for other allowances and bands, such as the personal allowance (£12,570) and higher rate threshold (£50,270), these remain the same for some years to come.

As inflation increases wages and income, tax revenue naturally rises with the frozen allowances. It is a handy way for the Government to fund the other cuts on offer.

### **National Living Wage (NLW)**

Many GP practices employ staff at the lower end of the pay scale. Staff pay rates are often linked to the minimum and living wage. When this rises then higher paid staff may also require an increase to maintain the pay gap between them.

Over the past few years, those rates have increased substantially, and – as we have seen – core practice funding has not kept pace. Those staff deserve a pay-rise for their hard work and dedication, but the lack of funding is clearly a key issue for practices.

From April 2024 the NLW will rise by 9.8% to £11.44 an hour. There are also other notable increases for staff aged under 25.

Practices have advance warning of this and should ensure they budget appropriately for the increased cost. Can more income be generated to outweigh the cost, or can other costs be reviewed?

### **Pensions**

The Spring Budget came with some bonus announcements for NHS pension members. These were the abolishment of the lifetime allowance (LTA) - while under a Conservative government - and an increase in the annual allowance from £40,000 to £60,000. This was all welcome news and has certainly helped pension members.

But the Autumn Statement was virtually silent on pensions, other than providing confirmation that the LTA removal will become legislation from April 2024.

With a general election impending, along with a possible change in government, pensions will be a hot topic over the next year. Given the

values involved, any change, good or bad, will have a substantial impact on members.

### **Self-assessment**

Historically, individuals with annual income from employment over £100,000 have been required to complete a self-assessment tax return each year. This was increased to £150,000 earlier in the year.

The Autumn Statement saw the removal of this, meaning if your only income source for the 2024-25 tax year is that of employment, there is no requirement to submit a tax return.

Individuals should take care when considering whether they need to submit a return because the receipt of bank interest, dividends, child benefit or having over £2,500 of deductible expenses, may all be reasons why a tax return is still required.

### **Capital allowances**

In the Spring Budget, a ‘full expensing’ deduction was introduced on certain capital expenditure meaning 100% tax relief was available. This was only intended to be a temporary measure until the end of March 2026.

This added to the annual investment allowance (AIA), a 100% tax deduction of up to £1m/year. However, this new relief was only available to companies.

But in the Autumn Statement the government confirmed this would be a permanent relief.

While full expensing is not available to partnerships or sole traders, they are still able to benefit from three things:

1. The AIA
2. The first year allowance
3. Writing down allowance.

Unless spend is more than £1m on qualifying capital expenditure, full relief is still available.

Qualifying capital expenditure would be plant, machinery, and equipment and not the majority of spend in relation to buildings.

# How should the NHS change to survive?

## OPINION

**Jim Duggan\*\***  
AISMA board member

In its 75 years of existence the NHS has changed and adapted to both significant advancements in medicine and major threats to world health.

So it is exasperating to hear critics espousing that it must adapt to survive when clearly it does just that when it comes to the single most important area – medicine.

But there is one challenge the NHS has struggled to overcome – being caught in the middle of two diametrically opposed political ideologies.

In one corner is a doctrine favouring privatisation of the service and seeking to achieve it by reducing funding in real terms to the point where the system breaks down and patients are forced to find private consultations.

This is exactly what happened with the dental contract and look at where we are now. Consultations with an NHS dentist are as rare as hens' teeth. Is this what we want for ourselves or our families?

Yes, patients will be offered 'affordable' options, but the reality is these will provide limited cover.

The result will be that some patients, those with the greatest need, will be priced out of urgent and necessary medical care.

In the end it will be the country that is forced to step in and support those in need but this time potentially without the National Insurance Contributions currently supporting NHS funding.

In the other corner is an ideology which in the past favoured a salaried GP service, although the proponents do not currently appear to have a clear policy.

Primary care has long since relied on the goodwill of GP partners and staff to go the extra mile, often unpaid, to keep the service going.

It is therefore difficult to see how this approach would lead to a better outcome than the privatised model.

The loss of ownership would inevitably lead to inefficiencies in the provision of care and a reduction in real time funding with the inevitable

increase in the administrative burden.

It is therefore completely naive to expect the delivery of services to improve and cost less in a fully salaried service.

It cannot have been a great surprise that Dr Nigel Watson's GP partnership review in 2019 concluded that the current model is still the best option, albeit with some cultural changes.

The system needs to be encouraging GPs into partnership - not putting obstacles in their way.

It must be depoliticised, and politicians must stop writing cheques the NHS cannot cash due to inadequate funding levels.

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***“Creating capacity in primary care through the retention of clinical staff and a more pragmatic approach to GP consultations will ensure the NHS flourishes...”***

Getting this right will mean thousands of pounds are not spent on training doctors only for overseas countries to take them out the system by offering better pay and conditions.

Retention of newly qualified doctors will create capacity for clinicians to devote time to patients who need it most and help with the waiting list challenge the NHS currently faces.

But all of this will be of little or no avail if the pressures placed on the system by politicians creating demand through populist soundbites are unreasonable.

There will be times when it is appropriate for patients to seek a GP consultation and occasions when it is not.

Creating capacity in primary care through the retention of clinical staff and a more pragmatic approach to GP consultations will ensure the NHS flourishes and is still going strong when its next big anniversary is reached.



# Manage decision making better

## – it can pay practices dividends!

Who decided that? Decisions in the practice need to be taken in an open and consistent manner – but that often fails to happen. Follow **Fiona Dalziel's** tips and ideas to ensure you are on the right track

**W**hen I started in the practice I managed, 'The Computer' had only just arrived. We still maintained an age sex register on index cards and the notes were all in A4 files, stored on metal shelves we called 'The Fixtures.' This resulted in two cosy, soundproofed corners.

These cosy corners proved a problem; people would congregate in pairs, have a great chat and decide stuff.

Occasionally, this was quite major stuff and the rest of the team would only find out when a longstanding administrative procedure had mysteriously changed and confusion resulted. Decision-making 'up The Fixtures' had to stop.

These were, thankfully, usually relatively small-scale decisions but I have worked with practices where equivalent behaviour is surprisingly commonplace. And GPs are

just as likely to be involved as other team members.

So, what simple steps can practices take to ensure team members have a forum for raising issues, can feed into decisions, and that these are taken in an open and consistent manner?

### **Ensuring effective decision-making** **Review your decision-making structure**

- **Does everyone in the team have access to a forum for putting forward their views and contributing to decisions?**

You can check this in various ways. The easiest is simply to speak to team members and check what action they would take if they had an idea or there was an issue. The results of this may well be interesting.





- **Does the meeting have an agenda?**

Does everyone involved get an opportunity to put items onto the agenda? This is an excellent way to build team engagement with decision-making processes. Establish a simple method, of which everyone is aware, for noting items for the agenda.

- **Is everyone who should be there actually there?**

This is a perennial problem. Due to lack of time and flexibility during the surgery day, the opportunity for meetings can be limited. Some staff may have competing priorities in their lunch hour.

If attendance is poor, investigate the reasons why. Staff may not wish to sacrifice a lunchtime for a meeting. Could you hold the meeting at another time?

Could you offer time in lieu for the meeting? Meetings held on a fixed day can also cause issues for part time staff attendance. Could the day rotate?

- **How are decisions fed back?**

Do the practice manager and GPs have a method of finding out what was decided at team meetings?

It is common for team meetings to be minuted in note form (or perhaps even not minuted) and then the decisions not shared in writing due to time pressures.

## The practice manager's role

The management of these processes falls neatly within the practice manager's responsibility for making sure the practice runs as much like a well-oiled machine as possible.

- The induction of new team members should include information on how decisions are made and how the team member can contribute.
- As part of a regular review process (perhaps preparation for the annual planning meeting) it is useful to have a look at the practice's meeting schedule and consider implementing adjustments based on feedback and the issues already raised above.
- The practice's staff appraisals can provide a good forum for feedback on how engaged staff feel in decision-making.
- In the general cut and thrust of daily life in the practice, it is easy to be taken up by urgent and important issues. The management of decision-making, although not urgent, is important. Taking a bit of time to prioritise this could pay dividends.

*“It is not corporate behaviour to sit silently at a meeting, disagree with the decision and then complain about the decision later”*

See that someone is designated to at least make a note of each decision in a simple, brief format and then ensure it is distributed. Decide who at each team meeting is going to make sure the notes are copied to the practice manager.

- **How frequent are meetings?**

This can be a hard balance to strike. Too often, and people may feel overloaded and attendance drops. Not frequently enough, and decisions can end up being taken 'on the hoof'.

- **How informed are your decisions?**

Safe and reliable decision-making depends primarily on information. For each meeting, especially where a decision may be major and complex, the participants need time to consider options.

This means that information should be presented in writing far enough in advance of the meeting to be read and absorbed.

### Adopting a corporate approach

**Members of a partnership have a responsibility to behave as one body. In practical terms, this means two things:**

- **Decisions need to be taken as a group**

It is the responsibility of a partner to express their point of view at a meeting. Additionally, it is the responsibility of the chair to ensure everyone has a chance to contribute to the discussion. It is not corporate behaviour to sit silently at a meeting, disagree with the decision and then complain about the decision later.

- **Decisions taken outside the usual structure**

This can lead to inconsistency and confusion. Clearly, partnership and clinical policy decisions which are not agreed and recorded are open to question and can lead to patient risk.

**Fiona Dalziel is a practice management consultant**

# ASK AISMA!



GPs' dilemmas about repayments, accounts and tax are tackled here by [Abi Newbury](#)\*\*\*

You can ask a question by contacting your local AISMA accountant or messaging us through X (formerly Twitter) @AISMANewslines

## MY OLD PRACTICE NOW WANTS MY MONEY BACK

**Q**

**I've just been asked by my former practice (I retired three years ago) to repay £'00s of overpaid seniority payments.**

**Can they really ask for it back after so long?**

**A**

Seniority payments are due to the individual earning them so if they are taken back it is only fair that the individual receiving them in the first place repays them if the practice suffers a clawback.

So morally they should be repaid by you, but you may be able to argue that the partnership agreement says you don't have to.

Well written, up-to-date partnership agreements will include a clause that says where funds which were due to a partner personally, such as seniority payments or new to partnership payments, but which are subsequently withdrawn, can be collected from the former partner.

In this case, you would have to pay it back (and should have known you might have to).

If the former practice did not update the



agreement and it says that after the final accounts have been approved by all the partners no subsequent changes can be made and no further amounts are due to or from former partners, then probably you can point this out to them and tell them it's too late.

The legal question is whether this was actually partnership money or personal money. You should take legal advice if you can't agree the situation with your former partners.

This kind of shock could have been prevented with a provision for expected seniority adjustments brought into the practice accounts.

Your final payment from the partnership would then have been made on the basis of that provision so you'd have received less when you retired but wouldn't need to find the repayment personally later.

One could argue that you've effectively just had the use of that money that you were never entitled to, so it's fair to repay it now.

Of course, it is also important to check the calculations are right and the amounts genuinely are repayable.

If you are in the reverse of this situation, and where you've heard nothing about this but have left a practice where seniority payments were previously restricted, you should perhaps consider if they are now payable and if so whether you are entitled to receive them personally from the practice.

Again, it will be down to what has previously been in the accounts and what your partnership agreement says.



## **I DON'T UNDERSTAND WHAT 'ACCOUNTS PROVISIONS' ARE**

**Q** **What is an accounts 'provision' and what is affected by these provisions? Are they beneficial to me?**

**A** When we 'provide' something in the accounts, we are making an allowance for perhaps:

- a cost that has been incurred but for which an invoice has not yet been received, or
- payment not made, or
- income earned or received but perhaps shouldn't have been due.

An example of this is a 'dilapidations reserve'. Where the building lease says certain work must be done at certain times and that if the lease finishes it must be returned to its original condition, there is usually a liability that needs to be considered.

So, if the entire building should be redecorated every five years – and it's not being carried out on a 'rolling basis' annually – then you might make a provision for the accumulated unspent costs.

In this way a partner leaving at the end of, say, five years over which period a lot of work needed doing but hadn't been, would bear their share of that cost. And equally an incoming partner would not bear the cost of something arising before they joined.

Other provisions might include bad debts - where you've invoiced something but it doesn't look as if you are going to be paid.

Superannuation balances are usually 'provided' in the accounts, bringing in an estimate or calculation of the likely balance payable or repayable to reflect the estimated pension liability, rather than rely on what Primary Care Support England (or equivalent in Wales, Scotland or Northern Ireland) may or may not have deducted.

Final amounts will not be certain until the pension certificate has been completed and processed, something that can't happen until after the accounts are finalised. But adjustment to bring in the end of year balances in advance will help to show a more realistic position at the time.

With seniority payments it was known they were based on estimated and sometimes totally incorrect figures, so the accounts should have brought in what was expected by way of under or overpayment.

Then when a partner left, the balance payable to them correctly reflected expected balances so there was no shock later.

Precise figures might not have been known when the accounts were prepared but a reasonable estimate could have been made.

Overall, provisions are a very good way of ensuring fair treatment to all partners and help reduce the likelihood of unexpected and unwelcome financial surprises.

## **POST-RETIREMENT TAX HASSLE**

**Q** **'How is my tax affected if there are costs to be paid or income coming through to me after I have left my practice?'**

**A** Where someone has retired and becomes liable to make a payment in respect of the former practice, normally tax relief would be available as a 'post cessation expense' - provided the cost would have been tax deductible had it been made whilst in practice. This would show as a claim on your self-assessment return and would reduce your taxable income.

Note that superannuation contributions paid after the tax year in which you retire are treated differently.

They will only be tax deductible if you have sufficient pensionable income (broadly employed or self-employed income) in the year of payment to cover the contributions. These are not the same as a 'post cessation expense'.

Where it is a 'post cessation receipt' this would show on your self-assessment return as 'other income' and would be taxed there, provided it would have been taxable had it been received while in practice.

Care is needed to ensure that a payment received or paid after leaving a practice is indeed a 'post cessation receipt or expense'.

Normally payments received after leaving will relate to the amount invested in the practice, the capital account and current account/working capital balances shown in the accounts.

This will be made up of taxed profits not drawn, or money previously put into the practice – and in this case they won't be taxable again.

An exception would be if practice premises were sold/transferred, where there would potentially be a capital gain.

Make sure any money received from the practice arrives with a clear explanation of where it comes from.

# When partnerships go

# BAD



Mounting pressures in general practice are leading to more disputes among partners. [Ross Clark](#) and [Robert McCartney](#) give some legal opinion on your options if it happens to you

**G**P partnerships are facing increased difficulties with finances becoming tighter and the rising pressures of delivering services.

These conditions have the effect of highlighting problems and weaknesses within a partnership

which in better times may not be as apparent.

This is resulting in increasing numbers of disputes between partners. These are highly emotional and complex and often result in disrupting the running of the practice.

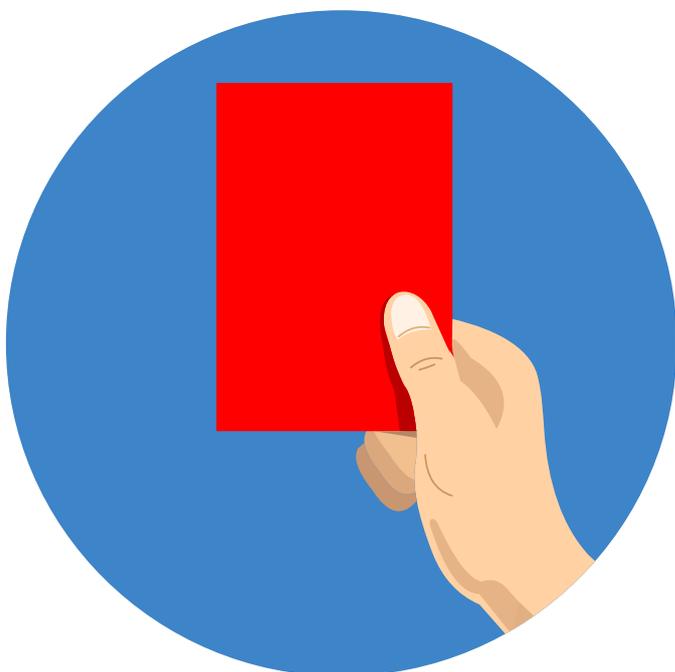
Partnership disputes are often sensitive, time consuming, and costly. They are stressful and destabilising for people involved because they have often been in close professional relationships for many years.

It is best to avoid a dispute by taking proactive steps where possible but if this cannot be achieved, what are the options available to a partnership and how should they manage these scenarios?

## Identify the cause of the dispute

There are multiple reasons why disputes arise and it may not always be clear. Some issues may be clearly understood, such as long-periods of absence, health and addiction issues and unacceptable behaviour.

More often the issues fit into a grey area. It is not uncommon to hear opaque phrases such as 'their heart is not in the practice anymore' and





‘they’re not pulling their weight’.

There are times when eccentric or strange behaviour has been seen as ‘that is just the way they are’ but trips over into the category of unacceptable, especially to newer team members. But these do not necessarily provide sufficient grounds to remove a partner.

So it is important to review the issues and to properly define them. Identifying the root causes and collating evidence of issues must be done before the dispute can be resolved.

### **Understand the partners’ legal position**

It is essential to understand the legal framework the partners are working within as these will shape the options available and the processes to be followed to resolve the dispute.

The most important query is whether the partners have any partnership agreements /deeds.

Without agreement the partnership is subject to the Partnership Act 1890. This legislation lays down the following key principles which apply to all partners unless otherwise agreed:

- All partners are entitled to share equally in capital and profits
- No person can be introduced as a partner without the consent of all partners
- Matters are to be determined by a simple majority decision
- Any partner may determine the partnership at any time simply by giving notice to the other partners
- A partner cannot be expelled from the partnership (instead, the partnership must be dissolved, unless otherwise agreed).

The last two of these are particularly concerning because, where there is a ‘partnership at will’ (where there is no partnership agreement in place) any partner can dissolve the partnership upon giving notice, which can be served and take effect immediately.

Given the other partners have no right to expel them, the partner in a dispute has a significant negotiating leverage.

However, a partnership deed can replace these provisions. So it is vital for partnerships to have a robust partnership deed in place, ensuring it includes provisions to address disputes.

Importantly, a new deed (or a deed of adherence) should be signed by all partners each time a new partner is admitted, effectively



creating a new partnership. Without this, the existing terms may not apply, and although it can be argued they were adopted by implication, this is fertile ground for dispute.

Partnership deeds should include a range of terms agreed between the parties which will help to narrow areas of dispute.

The deeds can provide certainty and clarification in areas which may lead to disputes such as confirming entitlement to drawings, the extent of personal liabilities, annual leave entitlements and potentially specific additional duties and obligations individual partners may commit to provide.

When disputes do occur the most important clauses to refer to are the dispute resolution clauses and expulsion provisions. These will govern how to manage the dispute and the options available if the partners believe they need to remove the partner.

### **Understand the dispute resolution procedure**

Legal proceedings should be the option of last resort and there are alternative options available.

The first is to consider entering facilitated discussions. Having a third party facilitate will help to keep the focus and to control the emotional elements of the situation. The LMC may be able to assist with this process. Some have significant experience of disputes while remaining impartial.

Facilitation will also help the partners to avoid saying things they later regret or from taking



actions which are not appropriate.

The second option which is often included in partnership deeds is the use of mediation. A mediator is an experienced facilitator who will liaise between the partners and work on finding a common ground and resolution to the dispute.

Mediators cannot make determinations in favour of one party over another but can help the partners to find common ground. If possible, they will enter agreements binding on the partners.

If the matter is more complicated and the partners are seeking a definitive finding there are two options frequently used and referred to within partnership deeds. The first is arbitration and the second is expert determination.

Arbitration is a formal process which can be expensive and time consuming but the outcome is a decision binding on the parties. This process is frequently the preferred alternative to court proceedings and is used in the most serious disputes.

## Understand the grounds for expulsion

**In the most serious circumstances there may be no alternative option other than to expel the partner. A well drafted partnership deed contains three separate clauses to permit the compulsory retirement or expulsion of a partner if a dispute cannot be resolved:**

- **Long term sickness:** this enables the partners to compulsorily retire a partner who has been on long term sickness. Typically, this applies when a partner has been absent for a significant period, for example a period of 12 consecutive months or a cumulative absence of 12 months in, say, three years.
- **With cause expulsion:** this permits the immediate expulsion of a partner due to a material breach of the partnership deed, a criminal conviction, misconduct seriously and adversely affecting the practice, being struck off by the GMC, or breaches of the ethics of the medical profession.

However, many of these clauses are subjective and can therefore be contested. For example, what counts as ‘misconduct seriously and adversely affecting the practice’? Have they been found guilty? If so, who by, and how was that judgment made? And so on.

The burden of proof lies with the expelling partners and they need to establish clear evidence to substantiate the basis for the expulsion.

**Without cause (or ‘green socks’) expulsion:** this happens when the other partners simply decide they no longer wish to continue in partnership with the relevant partner. So, there is no need to establish a cause for the expulsion, which makes it difficult to contest

(subject to the duty of good faith and following the correct process – see below).

The simplicity of this clause can be concerning, but we always recommend including it in contrast with the difficulty and burden of a ‘with cause’ expulsion.

It is commonly referred to as a ‘green socks clause’ due to a popular myth that a partner was expelled for no other reason than he always wore fluorescent green socks to work and this drove his partners mad!

### The duty of good faith

Partners are also subject to several fiduciary duties, the principal one being that each partner must always act in the utmost good faith to his or her partners. This applies in every dealing between partners but particularly where there is a dispute. It does not prevent addressing issues with or expelling a partner but ensures a fair process.

### The expulsion process

It is vital to comply with any dispute resolution or expulsion processes set out in the partnership deed and to follow the rules of natural justice.

Expulsion provisions may allow the partner concerned to make their case before a final decision is made, and the rules of natural justice support this. The other partners must take care not to appear to pre-judge their decision, as any evidence to this effect can cause the process to be contested for a breach of the duty of good faith.

Failure to apply a reasonable process may provide grounds for the partner being expelled to seek damages and to secure significant settlement against their former partners.



## How can a dispute be avoided?

**The best defence is an up-to-date and binding partnership deed that includes:**

- A mechanism to address the main causes of disputes and to try and resolve them early. This could include processes to address performance or behavioural issues, such as regular performance reviews and actionable improvements; progress reports; and a clear escalation and disciplinary process.

- ‘With cause’ compulsory retirement provisions that link to the performance review and disciplinary procedures, giving an ultimate right of expulsion if the issues are not resolved.

- ‘Without cause’ expulsion provisions. However, if a performance review procedure is in place and being followed, partners can be accused of not acting in good faith if they expel under the without cause provision.

Expert determination uses subject experts to help decide complicated matters. Disputes relating to accounts are frequently referred to accountants and property issues may be referred to surveyors.

Where arbitration is not a requirement, the final option would be to issue proceedings at court, or a tribunal may have jurisdiction. This would require sufficient grounds which would be a hurdle that many disputes may not satisfy but could be suitable in some circumstances. Financial disputes or discriminatory behaviour may give grounds for taking such action.

By identifying the options available the partners can develop a plan as to how they will address the dispute.

a partnership without notice if a dispute arises.

Whatever is done, do not ignore the underlying causes of a concern, or hope that it will simply disappear or resolve itself in time. Even with a binding partnership deed, legal advice should be sought as soon as the possibility of a dispute arises.

Primary care law experts can advise partners on the key issues and best approach to resolve the dispute as quickly and painlessly as possible in the circumstances. Even if the result is a partner leaving the partnership on agreed terms, avoiding the need for a forced exit, this is significantly easier, cheaper, and less stressful for everyone.

### Key considerations

Remember the risk of being a ‘partnership at will’, as this gives a partner the power to dissolve

**Ross Clark (r.clark@hempsons.co.uk) is a partner and Robert McCartney (r.mccartney@hempsons.co.uk) is an associate with the specialist primary care team at a national healthcare law firm Hempsons**



**At the heart of medical finance**

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www.aisma.org.uk

**AISMA Doctor Newslines** is edited by Robin Stride, a medical journalist. robin@robinstride.co.uk

\* **Kieran Hancock is a director of PKF Francis Clark**

\*\* **Jim Duggan is a partner at Albert Goodman**

\*\*\* **Abi Newbury is managing director at Honey Barrett**