Brewood Medical Practice
Brewood
Wheaton Aston
Coven
& Surrounds

Dr A Ahmed & Partner

4 February 2026

Trustees of Coven Memorial Hall
Brewood Road
Coven
Wolverhampton
WV9 5DL

Via email: [Redacted: contact email]

Dear Trustees of Coven Memorial Hall,

We write in response to your letter dated 29 January 2026. Given the significant public interest in the provision of GP services in Coven, and in the interests of transparency, we intend to publish your correspondence alongside this response on our public website so that residents and stakeholders can see both positions set out in full.

Until now, we had not considered it necessary or desirable to adopt a formal legal stance. Our preference throughout has been to resolve matters pragmatically and collaboratively, recognising the shared interest in restoring GP services for the community of Coven. However, your letter relies heavily on asserted legal advice and specific interpretations of legislation. In these circumstances, we have no choice but to respond on a similarly legal footing in order to protect the Practice and its partners. That shift is absolutely not of our choosing, but it is now unavoidable through your actions.

It is therefore important that the legal, factual and financial assertions in your letter are addressed accurately.

1. Charity law and public benefit

You state that charity law prevents the Trustees from funding works to bring the rooms to a standard suitable for GP services. This is a mischaracterisation of the law.

Under section 2 of the Charities Act 2011, a charitable purpose must be “for the public benefit”. Section 4 makes clear that trustees must actively assess whether public benefit is achieved and that it is not to be presumed. Charity Commission guidance further requires trustees to consider whether any private benefit is incidental to, and outweighed by, public benefit.

Ensuring that premises historically used for healthcare can lawfully be used for that purpose is not an unlawful subsidy. It is an investment in public benefit. By contrast, continuing to receive rental income while the community is deprived of GP services cannot sensibly be said to advance charitable purposes.

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2. Fitness for lawful use and common law obligations

You rely on the Landlord and Tenant Act 1954, describing the arrangement as a periodic business tenancy. While the Act governs security of tenure, it does not displace a landlord's common law obligations, nor does it entitle a landlord to demand rent for premises that cannot lawfully be used for the purpose for which they are let.

The rooms within Coven Memorial Hall were knowingly let for the provision of NHS general practice services, a regulated activity. Lawful use for that purpose depends not only on the condition of the consulting rooms themselves, but also on access, waiting areas, toilets, cleaning arrangements, and other shared facilities that remain under the control of the landlord.

Where premises are let for a known and regulated purpose, a landlord must not, by act or omission, prevent that purpose from being carried out. This includes a failure to maintain or make available common parts in a condition that allows lawful use, while continuing to demand rent as if no such impediment exists.

It is a long-established principle that a landlord must not derogate from grant. As stated in *Harmer v Jumbil (Nigeria) Tin Areas Ltd* [1920], "a grantor having given a thing with one hand is not to take away the means of enjoying it with the other." Lawful use is prevented through the continued control of essential shared facilities that are not compliant with the requirements of regulated clinical use.

Further, every tenancy includes an implied covenant for quiet enjoyment. Substantial interference includes denying exclusive and reliable access, permitting third-party use inconsistent with regulated clinical activity, or retaining control of shared areas in a manner that renders lawful use impossible.

3. No exclusive possession

Your letter asserts that the Practice enjoys exclusive possession of the rooms. This is factually incorrect.

Access to the rooms is via shared waiting areas routinely used for Memorial Hall meetings and activities. The rooms and associated facilities have also been accessed by third parties, including MPFT midwifery services and other groups. Cleaning, toilets, access routes and infection-control-critical areas are shared and controlled by the Hall.

These facts undermine any suggestion that responsibility for usability rests solely with the tenant and further engage the common law principles referred to above.

4. Rent, reimbursement, and perverse incentives

You refer to "fair market rent" without acknowledging that NHS reimbursable rent is determined by the Integrated Care Board, not the landlord. The rent charged by the Memorial Hall materially exceeds the ICB-assessed value.

The difference is met personally by the GP partners. Over a two-year period alone, this amounts to in excess of £13,000 paid for premises that cannot lawfully be used. This figure does not include decades of prior rental income during which no substantive investment has been made to upgrade the facility for modern clinical use.

This arrangement creates an obvious and concerning incentive for inaction: continued receipt of rent while the rooms remain unusable and GP services are absent from Coven. That outcome is incompatible with the statutory public-benefit duty imposed on charity trustees and risks prioritising income over community welfare.

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5. Ending the current stalemate

You indicate a desire to move towards a new lease arrangement. It cannot be reasonably expected that we would enter into a lease of the existing rooms in their current condition.

Given the prolonged inability to lawfully use the premises for clinical purposes, and your stated position that the rooms and shared facilities will not be brought up to the standard required, we also make clear that we cannot return services to the existing rooms. In due course, and following appropriate notice, we will remove all of our clinical equipment and fittings from the rooms, such equipment having been installed solely for the purpose of providing GP services.

This step reflects the practical reality that the premises cannot be used safely or lawfully and should not be construed as a surrender of any protected tenancy or a waiver of our statutory rights.

If, as you assert, the current arrangement constitutes a protected business tenancy under the Landlord and Tenant Act 1954, then its termination must follow the statutory procedure set out in that Act. We therefore invite the Trustees, if they wish the tenancy to be brought to an end, to serve notice in accordance with section 25 of the Act.

This approach removes the present stalemate, eliminates any incentive for continued inaction, and allows matters to progress lawfully and transparently. Absent service of such notice, the current position risks perpetuating a stalemate in which rent continues to be received despite the absence of GP services.

6. Temporary modular facility in the public interest

In the meantime, and in the clear interests of the residents of Coven, we again request that you permit the siting of a temporary modular clinical facility on the Memorial Hall site (subject to planning permission).

This would be fully funded, installed and operated by the Practice, at no capital cost to the Hall. Utility usage can be separately metered and paid for directly by us.

Both options are solely for the benefit of local residents and not for the subsidisation of any commercial venture. On the contrary, the provision, installation and operation of a temporary modular facility would represent an ongoing cost to the Practice and to the GP partners personally. Although we are not a charity, we are willing to incur that cost in order to restore access to primary care for the community of Coven from our good will. We would hope that the Trustees, whose stated purpose is to serve that same community, would be willing to act in a reasonable manner by facilitating this solution in the public interest and, ideally, without imposing a service charge for merely allowing the siting of the units.

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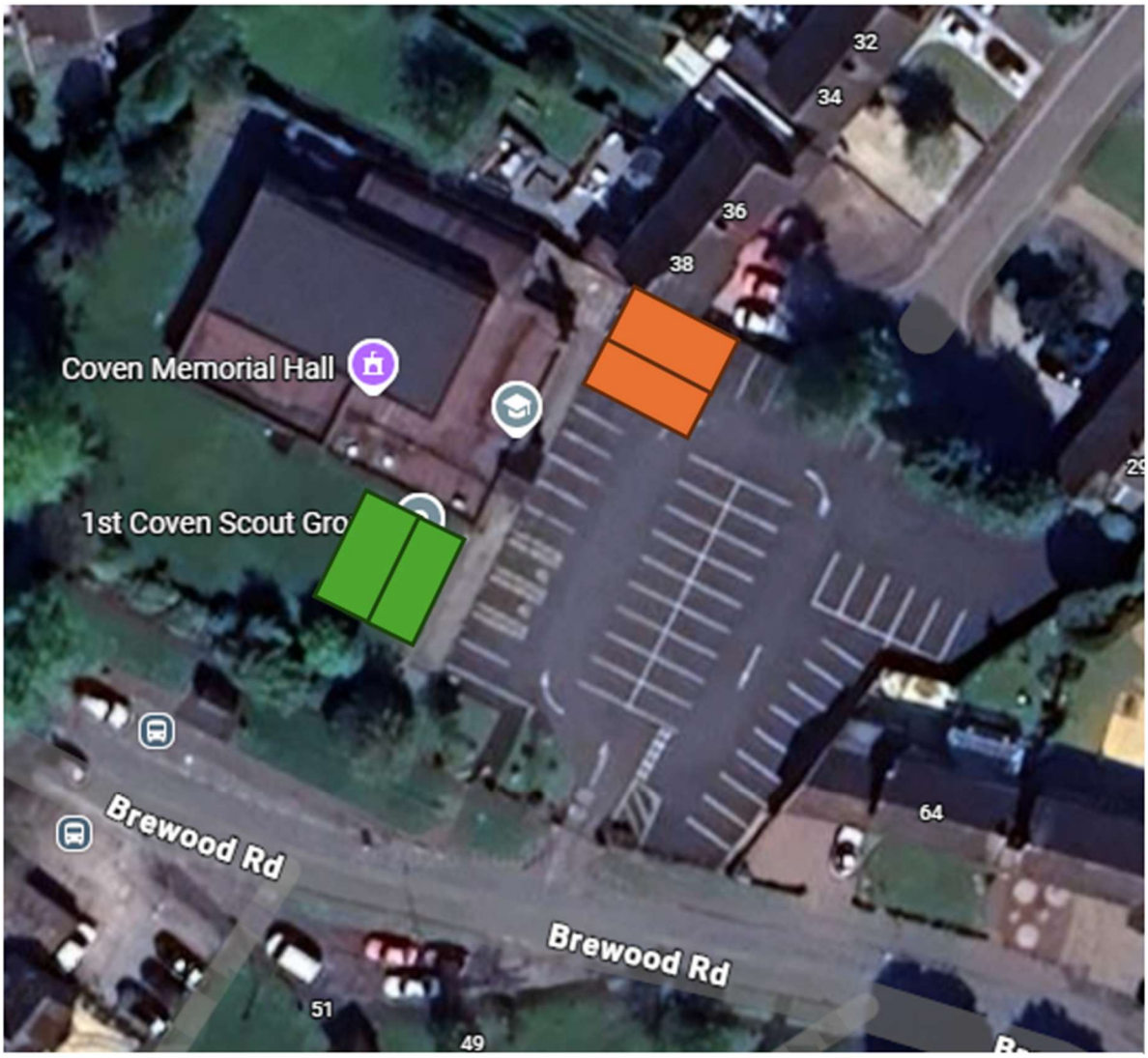

The above plan illustrates the preferred option (shown in orange) of siting two modular units on existing hardstanding, comprising clinical rooms and a separate waiting/reception area. An alternative grassed option (shown in green) is less favourable but could be considered. The area by the brook is wholly unsuitable due to distance from parking, ground conditions, flood-risk considerations, and the inability to provide safe and accessible access or a compliant waiting area.

Given your stated position that you are not able or willing to invest in improvements to bring the facility to a clinically compliant standard, this now represents the only viable route to restoring GP services in Coven, we will be considering a public consultation to establish whether residents support:

- placement of a temporary modular clinical facility and waiting area on existing hardstanding; or
- use of land to the side of the Hall for the same purpose.

We remain committed to restoring GP services in Coven. What we cannot accept is the continued misrepresentation of law, responsibility and motive in a way that obscures why those services have not yet returned.

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This correspondence is published in the interests of transparency.

Yours sincerely,

Dr A Ahmed

Brewood Medical Practice