

23 June 2025

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FILE REF: SHA/26196

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COMMISSIONER: NHS NORTH WEST LONDON INTEGRATED CARE BOARD

GMS CONTRACTOR: DR MAHMOODI & PARTNERS

PREMISES: CHAMBERLAYNE ROAD SURGERY
124 CHAMBERLAYNE ROAD
LONDON
NW10 3JP

DISPUTE RESOLUTION: NHS (GENERAL MEDICAL SERVICES CONTRACT) REGULATIONS 2015

DIRECTIONS: NHS (GENERAL MEDICAL SERVICES – PREMISES COSTS) DIRECTIONS 2004

RE: NOTIONAL RENT

1 Outcome

- 1.1 For the reasons given in the report from the Advisor, I accept the recommendation on the notional rent of the subject premises with effect from 1 January 2019 which is £17,520.
- 1.2 I note that neither party has submitted a claim for interest with regard to this dispute so I make no determination in this regard.

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RE: NOTIONAL RENT

1 Introduction

- 1.1 As a GMS provider, the above named Contractor has referred the matter of notional rent for dispute resolution under the provisions of Part 12 of the NHS (General Medical Services Contract) Regulations 2015 (the “Regulations”).
- 1.2 The Regulations came into force on 7 December 2015. The Regulations apply to an agreement to which the National Health Service (General Medical Services Contract) Regulations 2004 applied immediately before this date. The Contractor's GMS Contract indicates a commencement date of 1 April 2004 and I therefore consider that the Regulations apply to this dispute.
- 1.3 The Secretary of State for Health and Social Care has directed that NHS Resolution exercise the functions of dispute resolution on their behalf. I, as an authorised officer of NHS Resolution, have made this determination.
- 1.4 The dispute resolution procedure also allows for advice to be sought.

2 The Following Points are relevant to this Application for Dispute Resolution

- 2.1 In a letter dated 18 April 2024, the Contractor through their representative, applied to NHS Resolution for NHS dispute resolution. The letter stated that the Contractor

remained dissatisfied with the figure of £14,625 as reported to the Commissioner and sought to argue that the notional rent in respect of the Contractor's surgery premises should have been assessed at a higher figure of £21,050 with effect from 1 January 2019.

2.2 I have had regard to the following documents made available to me in consideration of this matter:

2.2.1 Application dated 18 April 2024 from GP Surveyors, on behalf of the Contractor;

2.2.2 Email dated 15 May 2024 attaching copy of Contract and Variation from GP Surveyors, on behalf of the Contractor;

2.2.3 Letter dated 8 July 2024 from the Commissioner;

2.2.4 Representations dated 31 January 2025 received from GP Surveyors, on behalf of the Contractor; and

2.2.5 The report from the Advisor.

3 Statutory Framework

3.1 I note the Regulations apply in this case. Part 12, paragraph 83 of the Regulations, indicates with some exclusions, that the NHS dispute resolution procedure applies in the case of any dispute arising out of or in connection with the contract which is referred to the Secretary of State –

(a) in accordance with section 9(6) of the Act (where the contract is an NHS contract); or

(b) in accordance with paragraph 82(1) (where the contract is not an NHS contract).

3.2 I note that recurring premises costs such as notional rent payments are dealt with in the NHS (General Medical Services – Premises Costs) Directions 2004. Part 5, paragraph 42 of the Premises Costs Directions allows the Board to make payments to the Contractor, and allows for a three yearly review. In the absence of argument to the contrary, I will proceed on the basis that these form part of the Contract and apply in this case.

4 Procedural matters

4.1 In order to be able to determine the dispute properly, I decided to consult and seek advice from an Advisor appointed by the President of the Royal Institution of Chartered Surveyors (RICS). This Advisor uses their knowledge on these matters to weigh the merits of the arguments presented but, importantly, has no pecuniary or budgetary interest in the outcome.

4.2 The Advisor provided a report that dealt with any factual matters in dispute e.g. the floor area of the premises, and addressed the issues raised by the parties. The report is in the form of a reasoned assessment and recommendation. NHS Resolution received the report, and the parties were provided with an opportunity to make observations upon it.

5 Consideration

5.1 As part of this consideration of the application for NHS dispute resolution, I required an up-to-date version of the contract in dispute containing all variations agreed since the

contract was signed. This was provided and has not been disputed by the Commissioner.

- 5.2 I note that the Commissioner contended that the revised notional rent as at the date fixed for review was £14,625. I further note that the total figure upon which the Contractor seeks to rely is £21,725. I note that the Advisor appointed by NHS Resolution recommends the value to be £17,520.
- 5.3 I note that a copy of the Advisor's report was forwarded to parties for comment; I further note that neither party has provided any comments upon it.
- 5.4 In my view, the rationale in the advice to me is robust. On this basis I am not persuaded to depart from the advice to me.
- 5.5 For the reasons given in the report from the Advisor, I accept the recommendation on the notional rent of the subject premises with effect from 1 January 2019 which is £17,520.
- 5.6 I note that neither party has submitted a claim for interest with regard to this dispute so I make no determination in this regard.

Head of Appeals
NHS Resolution