# Questions from our primary care helpdesk - Do you know the answers?

October 2026

## Premises

### Delays with rent review process

**We have a practice that we been trying to organise assessments for their 2022 and 2025 (notional) rent reviews. We have chased the completion of CMR1 forms on numerous occasions and sent several emails confirming that the reviews are due, and to please respond, but have received nothing back.**

**Is it possible to take contractual action?**

The three yearly rent review process for practices that are classed as owner occupier is required under the National Health Service (General Medical Services - Premises Costs) Directions 2024 (PCDs) and it is your responsibility, as the commissioner to instigate under direction 43 (2).

We need to refer to both the PCDs and the GMS contract / PMS agreement for handling.

Direction 52(a) of the PCDs requires that:

*"the contractor must make available to NHS England any reasonable information which NHS England does not have but reasonably needs, and the contractor either has, or could reasonably be expected to obtain, in order for NHS England to calculate the appropriate amount of financial assistance to be provided;"*

So, failing to provide this information and engaging in the process, such as returning the required CMR1 form falls foul of this requirement. Whilst we can remind practices of this requirement in my view there is no formal action that we can take using this direction in the PCDs.

However, we can turn to the GMS contract (and relevant clauses in the PMS agreement). Clause 16.8 (see below) of the standard GMS contract, (wording is lifted from the 2026/27 document published in July 26) relates to the provision of information, and in PCC's opinion, the failure to return the CMR 1 form is a breach of either clause 16.8.1.(a) or (b) and therefore you could consider taking contractual action – issuing a remedial breach notice. The remedy of that breach would be to provide the completed CMR1 and any other requested information.



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*16.8. Provision of information*

*16.8.1. Subject to clause 16.8.2, the Contractor must, at the request of the Commissioner, produce to the Commissioner or to a person*

*authorised in writing by the Commissioner or allow it, or a person authorised in writing by it, to access, on request:*

*(a) any information which is reasonably required by the Commissioner for the purposes of or in connection with the Contract; and*

*(b) any other information which is reasonably required in connection with the Commissioner's functions.*

*16.8.2. The Contractor is not required to comply with any request made under clause 16.8.1 unless it has been made by the Commissioner*

*in accordance with directions made by the Secretary of State under section 98A of the 2006 Act (exercise of functions).*

*16.8.3. The Contractor must produce the information requested, or, as the case may be, allow the Commissioner access to such information:*

*(a) by such date as has been agreed as reasonable between the Contractor and the Commissioner; or*

*(b) in the absence of such agreement, before the end of the period of 28 days beginning with the date on which the request is made.*

Details of when and how to issue remedial or breach notices can be found in the NHS England Primary Medical Services Policy and Guidance Manual (PGM), Part C, Chapter 1.

Where you find that following the issue of a remedial notice, in line with the PGM, the contractor fails to engage or cooperate, and where you would be within your rights to move to termination of contract, you can instead opt to impose contract sanctions which can take the form of deduction or withholding of payments from the contractor. If you choose this option, you cannot subsequently terminate the contract on the same grounds. This is set out in detail in Chapter 1, section 1.4. of the PGM.

## Medical, dental and eyecare

**What is the impact of a contractor having health body status or not?**



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Medical, dental and ophthalmic contracts have a clause stating whether the provider wishes to have health body status or not.  The only practical impact is on the dispute process.

Someone deemed a health service body holds an NHS contract which means that if they were to raise a dispute under the contract then the only route they can use is NHS Resolution. If a case is seen at NHS Resolution and either party is unhappy with the outcome their only route to dispute this is via judicial review.

If they do not hold this status then the contract is seen as a civil law contract and the Commissioner cannot hold them to using NHS Resolution to adjudicate their dispute, they are able to, if they chose to raise the matter as a civil law matter and to have it adjudicated on via the court system. Where a contractor holds a civil contract, they can opt to use NHS Resolution and the Commissioner can ask them to use this route but they are unable to insist that they use this route. If they chose to go through the court system if they are unhappy with the ruling their first challenge would be heard at the Court of Appeal.

Our contracting helpdesk is open to commissioners who are annual contract holders with helpdesk included in their contract. For details on annual contracts visit https://www.pcc-cic.org.uk/annual-contracts/. Our experts can work with ICBs to manage contracting issues. To discuss contact enquiries@pcc-cic.org.uk.


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