[practice name and address]

NHS Property Services

Regent House

Heaton Lane

Stockport

Cheshire

SK4 1BS

customer.service@property.nhs.uk

[date]

Dear [insert name of contact at NHSPS]

**Service [and facilities] charges**

I am writing in relation to your demands for services [and facilities] charges and your invoices from [date] .

You say that [name of practice] must pay [amount] in respect of past service [and facilities] charges and is now liable to pay [amount] per [year or quarter] in service [and facilities] charges. This represents a very significant increase from the amount of service [and facilities] charges that [name of practice] has paid over the last [insert time period]. Our understanding is that our obligation is to pay [amount] in service [and facilities] charges per [year or quarter].

It is not clear from your demands how service [and facilities] charges have increased. We have not agreed to these increases. [You have referred to your Consolidated Charging Policy in relation to the charges and suggested that the charges have increased because of that policy – delete if NHSPS has not referred to the Policy]. We are aware of the case of *Valley View Health Centre (a firm) v NHS Property Services Limited, [2020] EWHC 3395 (Ch)* supported by the British Medical Association. In that case NHSPS admitted that the Consolidated Charging Policy did not vary the practice’s obligations. The judgment says:

*“In each defence, it is set out in terms that the policy has not been retrospectively incorporated into the tenancies and that the services charges under the tenancy are not calculated pursuant to the policy. The service charge claimed is due under the terms of the tenancy, whatever it may be in each case.” (See paragraph 44,* [*https://www.bailii.org/ew/cases/EWHC/Ch/2020/3395.html*](https://www.bailii.org/ew/cases/EWHC/Ch/2020/3395.html)*.)*

We have also seen from the case that you are taking legal action against the five practices who did not agree to the charges. This has deeply shocked us – adding to the extraordinary challenges we are facing in these times – and undermines the stability and viability of [name of practice]. Our understanding is that these five practices did not agree to NHSPS’ demands because they did not understand the legal basis for them. They did not agree to the charges and if NHSPS believed they had agreed in some way, that was not explained to them. The judgment says that your legal basis for the charges is now “*on a number of alternative grounds”*.

It seems to us that the five practices in this case could not have guessed, when payment was demanded, that one of the ‘number of alternative grounds’ subsequently relied on in the legal proceedings was the legal basis for the charges, and therefore could not reasonably have been expected by NHSPS to pay them.

We are writing to ask you to explain the factual and legal basis for your demands with all relevant documentary evidence. Whatever basis you are relying on, we ask that you fully explain the application of any unfamiliar legal principles, which specifically relate to [name of practice], to support your claim. Kindly provide this information within 4 weeks or reissue your invoices for amounts which are in line with previous invoices.

Until we understand the legal basis you are relying on to increase charges, we will not be able to comment further or pay the disputed charges. We will in the meantime continue to comply with our existing legal obligations towards you of which we are aware.

Yours sincerely

[name]