

LIC - Rhif 20-27

DEDDF Y GWASANAETH IECHYD GWLADOL (CYMRU) 2006

Cyfarwyddydau'r Gwasanaeth
Iechyd Gwladol (Gwasanaethau
Meddygol Cyffredinol - Costau
Mangre) (Cymru) (Diwygio) 2020

Gwnaed

03 Mehefin 2020

Yn dod i rym

04 Mehefin 2020

Mae Gweinidogion Cymru, drwy arfer y pwerau a roddir iddynt gan adrannau 45, 203(9) a (10) a 204(1) o Ddeddf y Gwasanaeth Iechyd Gwladol (Cymru) 2006(1), ac ar ôl ymgynghori yn unol ag adran 45(4) o'r Ddeddf honno â'r cyrff yr ymddangosai iddynt hwy eu bod yn cynrychioli'r personau y mae'r Cyfarwyddydau hyn yn ymwneud â'u tâl, yn rhoi'r Cyfarwyddydau a ganlyn.

Enwi, cymhwyso a chychwyn

1.—(1) Enw'r Cyfarwyddydau hyn yw Cyfarwyddydau'r Gwasanaeth Iechyd Gwladol (Gwasanaethau Meddygol Cyffredinol – Costau Mangre) (Cymru) (Diwygio) 2020.

(2) Mae'r Cyfarwyddydau hyn wedi eu rhoi i Fyrddau Iechyd Lleol.

(3) Mae'r Cyfarwyddydau hyn wedi eu gwneud ar 03 Mehefin 2020 a deuant i rym ar 04 Mehefin 2020.

Diwygiadau i Gyfarwyddydau'r Gwasanaeth Iechyd Gwladol (Gwasanaethau Meddygol Cyffredinol - Costau Mangre) (Cymru) 2015

2.—(1) Mae Cyfarwyddydau'r Gwasanaeth Iechyd Gwladol (Gwasanaethau Meddygol Cyffredinol –

Costau Mangre) (Cymru) 2015(1) wedi eu diwygio fel a ganlyn.

(2) Ar ôl cyfarwyddyd 41 mewnosoder—

“Notional rent review assessments between 1 April 2020 and 31 March 2021

41A. A review assessment of the contractor’s notional rent by a LHB as required by direction 41 which takes place in the period beginning with 1 April 2020 and ending with 31 March 2021 must be undertaken in accordance with Parts 1 and 4 of Schedule 2.”.

(3) Yn is-baragraff 3(d) o Ran 1 o Atodlen 2, yn lle “visual inspection by” rhodder “visual, or where possible remote, inspection”.

(4) Yn Atodlen 2 ar ôl Rhan 3 mewnosoder—

“PART 4

**FACTORS WHICH APPLY IN
RELATION TO NOTIONAL RENT
REVIEWS BETWEEN 1 APRIL 2020
AND 31 MARCH 2021**

6. If the premises are owner-occupied premises, the following assumptions are to be made by the appointed valuer about the nature of the notional lease upon which the notional rent payments are to be based. The notional lease—

- (a) is to be a new lease for a term of 15 years, with rent reviews every 3 years when—
 - (i) where there is no material change in the GMS eligible floor area of the premises used for service delivery or the number of car parking spaces since the previous market rent valuation, the reviewed rent will be the greater of—
 - (aa) the market rent at the date of the review, or
 - (bb) the rent that was being paid immediately before the relevant rent review date; or
 - (ii) where there has been a material change in the GMS eligible floor area of the premises used for service delivery or the number of

(1) 2015 Rhif 9.

car parking spaces since the previous market rent valuation, the reviewed rent may rise or fall,

and is reflective of market conditions at the review date;

- (b) includes a covenant that the tenant undertakes to bear the cost of internal repairs and decoration and the landlord undertakes to bear the cost of insuring the building and of carrying out external repairs and maintenance;
- (c) does not include a service charge, or like payment for such items as upkeep, maintenance (including lift maintenance where appropriate), cleaning and heating of common parts;
- (d) is for vacant possession;
- (e) is exclusive of rates;
- (f) includes a right for the tenant to assign or sublet the whole premises, subject to landlord's consent which is not to be unreasonably withheld; and
- (g) allows the premises to be used for practice purposes only.”.



**Llofnodwyd gan Alex Slade, Dirprwy
Gyfarwyddwr, yr Is-adran Gofal Sylfaenol o dan
awdurdod y Gweinidog Iechyd a Gwasanaethau
Cymdeithasol, un o Weinidogion Cymru**

Dyddiad: 03 Mehefin 2020