

NOT YET ENDORSED AS A CORRECT RECORD

Pharmacy Practices Committee (03)
Minutes of the Meeting held on
Wednesday 21 May 2014
Local Medical Committee (LMC) Offices, 40 New City Road
Glasgow G4 9JT

PRESENT:	Mr Ross Finnie	Deputy Chair
	Mr Gordon Dykes	Contractor Pharmacist Member
	Mr Colin Fergusson	Contract Pharmacist Member
	Mr Alan Fraser	Lay Member
	Dr James Johnson	Non-Contractor Pharmacist Member
	Mrs Margaret Dakers Thomson	Lay Member
IN ATTENDANCE:	Mr Michael Stewart	Legal Advisor, CLO
	Mrs Fiona Kennedy	Secretariat, SHSC NSS

Prior to the consideration of business, the Chair asked members to indicate if they had an interest in the application to be discussed or if they were associated with a person who had a personal interest in the application to be considered by the Committee.

ACTION

No member declared an interest in the application to be considered.

1. Apologies

No apologies had been received.

2. Minutes

Minutes of the Committee meeting held on Monday, 24th March 2014 (PPC[M]2014/02 were approved as an accurate record.

3. Matters arising not included in the Agenda

There were no matters arising from the minutes.

Mrs Kennedy tabled a background paper which provided a timeline of events relating to the Superdrug Plc contract which was previously located in the Forge Shopping Centre.

The Applicant and Interested Parties were invited into the meeting.

4. Section 1 – Applications Under Regulation 5 (10)

**APPLICATION FOR INCLUSION IN THE BOARD'S PHARMACEUTICAL LIST
Case No: PPC/INCL01/2014**

J & JG Dickson & Son Ltd, Unit 62/63 In Shops, The Forge Parkhead, Glasgow, G31 4EB

The Chair welcomed everyone to the meeting and introductions were made.

The Applicant and Interested Parties were informed that the Committee members had all confirmed that they had no interest in the application to be considered.

The Committee was asked to consider an application submitted by J & JG Dickson & Son Ltd to provide general pharmaceutical services from premises situated at Unit 62/63 In Shops, The Forge Parkhead, Glasgow, G31 4EB, under Regulation 5(10) of the National Health Service (Pharmaceutical Services) (Scotland) Regulations 2009 as amended.

The Committee had to determine whether the granting of the application was necessary or desirable to secure the adequate provision of pharmaceutical services in the neighbourhood in which the Applicant's proposed premises were located.

The Chair advised that that National Appeal Panel had issued a Practice Note stating that in the event of the PPC needing to take advice from the CLO, the advice was required to be given in open session. This meant that the Applicant and Interested Parties were invited to remain behind during the Committee's private deliberations and would only be called if the Committee required legal advice. The Chair stressed that it was entirely up to the Applicant and Interested Parties whether they wished to remain or not.

The Chair stated that only one person would be allowed to speak on behalf of the applicant and each interested party and reminded all present that they must speak through the Chair.

The Chair reported that the Committee, the Applicant and Interested Parties had previously been circulated with all the papers regarding the application from J & JG Dickson & Son Ltd and asked for confirmation that all had received the paperwork. All confirmed.

The hearing was convened under paragraph 3 (2) of Schedule 3 to the National Health Service (Pharmaceutical Services) (Scotland) Regulations 2009 as amended ("the Regulations"). In terms of this paragraph, the PPC "shall determine an application in such a manner as it thinks fit". In terms of Regulation 5(10) of the Regulations, the question for the PPC was whether "the provision of pharmaceutical services at the premises named in the application was necessary or desirable to secure adequate provision of pharmaceutical service in the neighbourhood in which the premises were located by persons whose names were included in the Pharmaceutical List."

The Applicant, Mr Stephen Dickson appeared in person accompanied by Mr Scott Robertson. The Interested Parties who had submitted written representations during the consultation period and who had chosen to attend the oral hearing were Mrs Alison Hair representing Parkhead Health Centre Pharmacy Ltd, Mr Sanjay Majhu representing Apple Pharmacy, Mr Stewart Parr accompanied by Ms Lisa Duncan representing Asda and Mr John Rossi representing Tollcross Pharmacy

The Chair asked the Applicant and the Interested Parties to confirm that they were not attending the Committee in the capacity of solicitor, counsel or paid advocate. They

confirmed that they were not.

Prior to the hearing, the PPC had collectively visited the Applicant's proposed premises and the vicinity surrounding those premises, the existing pharmacies and GP surgeries and facilities in the immediate area and surrounding areas of the Forge Shopping Centre.

The procedure adopted by the Pharmacy Practices Committee ("the PPC") at the hearing was that the Chair asked the Applicant to make his submission. There followed the opportunity for the Interested Parties and the PPC to ask questions of the Applicant. The Interested Parties would then be asked to make their submissions. After each submission, there followed the opportunity for the Applicant and the PPC to ask questions of the Interested Parties. The Interested Parties and the Applicant would then be given the opportunity to sum up.

The Chair advised that while this was a formal hearing in terms of the requirement of the Regulations, the Committee would like to keep as informal atmosphere as possible.

The Chair then invited **the Applicant** to present his case.

The Applicant's Case

The Applicant read from a pre-prepared statement making adjustments as he thought necessary.

The Applicant firstly thanked the PPC for allowing him to present his application for consideration. He then provided some background information by informing the PPC that he had qualified in 2000 and his business was essentially a family business that had five pharmacies located in the east end of Glasgow and in Lanarkshire. He had worked in the east end since he qualified therefore he knew the location well.

The Applicant stated that they were here to discuss the opening of a contract in the east end of Glasgow at the Forge Shopping Centre. The circumstances of this application were very unusual but he hoped that he could provide some background as to why he felt it was important that a new contract be allowed on this site.

The Forge Shopping Centre opened in 1988, with Gateway Supermarket (later to become Asda) being the largest tenant, followed by two more "Anchor Stores" – In Shops and Littlewoods which became Marks and Spencer and then Dunn Stores.

As far as he was aware from the examining the pharmaceutical lists, Superdrug and Asda had both operated as successful pharmacies in this location for at least 20 to 25 years. This was until the 18th October 2013 when Superdrug closed their doors and in his opinion leaving a gap in pharmaceutical service provision.

As far as he was aware this was unprecedented – and he hoped it would never happen again. Within days of the closure the phones started to ring at other pharmacies and even the Health Board were not aware of this closure. He advised that he started the process of applying to the PPC to re-open a pharmacy to restore a full range of service; the result of which was why they were sitting here today.

The first question on his mind was why Superdrug closed. Through discussions he had with Superdrug ex-employees (who were all made redundant with very short notice) was the inability to negotiate a lease with the landlord. This was backed up by discussions with people at Superdrug head office and in their communications with the Health Board.

The Applicant stated that he was a local independent pharmacist – Dickson chemist has two branches in the vicinity, one in Bridgeton and one in Tollcross. Both were in the immediate area and served some of the catchment zone.

The Applicant stated that he had not been looking forward to today as he had worked in the area since qualified (over a decade) and because in attendance at the hearing were some of the most shining examples of independent pharmacists working to provide outstanding pharmaceutical care to east end patients. He stated that he had pharmacies in other locations in Scotland and he also worked with colleagues in England on related businesses and he had never come across a group of people as able to work together in a team to drive forward patient care, than the people present at this hearing. The pharmacists in the East End of Glasgow had patients with the highest deprivation, the highest co-morbidities, and the highest number of items per capita (historically) and even now in the new pharmacy contract were actually paid extra for working in such deprived locations.

He stated that sitting with your peers, who you know will work themselves into an early grave to continue to provide amazing pharmaceutical care to their patients, and being asked by the sheer nature of this application to demonstrate that they are not doing a perfect job – it went against everything that he believed in and stood for. He knew that the people present could and would come in at 7am and leave at midnight to get the job done where required because that was the nature of the job.

All this did not change the fact that there was now only one pharmacy in the Forge, owned by a supermarket chain with a limited, arguably, number of suppliers and a total footfall in the Forge of over 150,000 per week.

The Applicant recapped his previous points. Superdrug door closes 18 October, all phones in the east end pharmacies start ringing like crazy and at the Health Board, turns out they had not been able to negotiate a lease, all staff redundant, all patients scattered to the four winds, not organised.

He then asked how hard could it be to secure a lease and it turned out very hard and he completely sympathised with Superdrug. With the very high footfall in the Forge (150,000 per week), coming from all over Glasgow and Lanarkshire and with the upcoming Commonwealth Games this year in their immediate back yard the prices per square feet had rocketed.

The smallest available unit that he could find worked out to be about £50,000 per annum but it was located on the rostra bit that takes you in and out of the cinema and on speaking to the centre management that entrance had a tiny footfall in comparison to the overall centre. Something in the region of 10% of the traffic.

The Applicant stated that he discounted the £50,000 unit for obvious reasons and started looking specifically at the ground floor units and of the few that were available the cheapest worked out to be £160,000 per annum. So before doing any business he had to spend £160,000 and also account for service charges and rates etc., he argued that no community pharmacy could sustain that. The pharmacy is part of the NHS and that does not represent good value for money, for either the contractor or the patient. To sustain that you would have to literally have to grab every patient who crossed the threshold and take every penny out of their pocket.

The Applicant stated that there was no way the patient group who needed the pharmaceutical services in the east end of Glasgow had either enough money or would consider spending it in the store especially when there was a Poundland and an Asda in the same building. As an aside **the Applicant** mentioned that Poundland had opened in the old Superdrug unit.

The Applicant went on to describe in detail about how he went to the Forge and watched the flow of traffic and purchasing a roll and sausage from the In Shops cafe. As he eat his roll he noticed that units 62/63 were for lease and he wondered if he could fit a pharmacy in those units. He paced out the space and worked out the square feet and discovered he could fit a pharmacy within that area as it was the same size as one of his existing shops. He then looked around the rest of the In Shops and spoke with tenants and noted that it was a busy place with a high footfall; it was more like a community area. As he walked round he came across another unit leased by the Health Board for the purposes of Health Promotion.

The Applicant reported that he spoke with the lady manning the Health Promotion unit which provided lifestyle intervention and health promotional advice to the people of the east end and noted that this unit was chosen because of the demographics to attract the person shopping in, for example, River Island who was likely to be in the same deocat group as the person who visited the In Shops.

The Applicant reported that the In Shops were an “anchor” store in place since the very early days of the shopping centre and had operated consistently since. He stated that visiting the In Shops was a must and was on the to-do list for a great number of people when shopping at the Forge. But it tended to be the older generation and the more deprived populace who crossed the threshold hence why the Health Board had located their lifestyle promotion shop at that location, which he noted when standing outside the same area watching the footfall. It was predictably the patients who he saw in his community pharmacies; most definitely a large proportion in the highest deprivation areas.

The Applicant hoped that he had now explained why he had applied for the new contract and the reason for this location. He then addressed the legal requirements for a new contract and quoted from the regulations the PPC “... will grant the application if it is satisfied that the provision of pharmaceutical service at that premises are necessary OR desirable in order to secure adequate provision of pharmaceutical services in the neighbourhood in which the proposed premises are located...”

He then addressed the issue of neighbourhood and stated he personally believed that the neighbourhood for a shopping centre served by so many public transport routes and a hub

for the whole east end of Glasgow was impossible to define so he was not going to do it. Instead he was going to use the neighbourhood, as defined by Boots PLC who had recently applied to operate a pharmacy in the Forge Shopping Centre and their application had arrived on his desk the previous day and read verbatim from the Boots Application:

“We would describe the neighbourhood as the area covered by the Forge Shopping centre in Parkhead, bounded by Duke Street to the East, Gallowgate to the South, the railway line and Shettleston Road to the North and Biggar Street and Clyde Gateway to the West.”

The Chair intervened at this point and asked for a point of clarity with regards to the definition of the neighbourhood. He reminded **the Applicant** that definition of the neighbourhood was a key part of the legal test as set out in the Regulations and asked if it was the intention of **the Applicant** to now adopt the definition supplied by Boots instead of the definition as stated in his original application. **The Applicant** confirmed that it was correct and asked if he could table the application submitted by Boots to allow the PPC to refer to it. After taking advice from **Mr Stewart, CLO representative**, the Boots application was tabled and circulated for the purposes only of assisting the Applicant with his definition of neighbourhood. It was noted that all interested parties present had also recently received the Boots application.

The Applicant then continued with his presentation stating that the application from Boots could perhaps mean that they are so certain that an independent pharmacist, such as himself and the other pharmacists sitting beside him, the majority of whom he counts as valued colleagues, will be so inept at demonstrating to the Committee that reinstating the contract at the Forge is necessary or desirable that they have lodged an application themselves.

It could be read that either Boots feel that the need for the Forge contract be reinstated is so great that it cannot wait for this hearing to conclude and they wanted to add weight to our application or they are certain that an independent, trying to gain a lease for property in the Forge will be repeatedly blocked or priced out of viability.

The Applicant stated that irrespective of why Boots have chosen to make an application in full knowledge of his own application which they have objected to does lend itself to the legal test. He argued that with a footfall of 150,000 people a week, one pharmacy based in a supermarket is insufficient to provide a suitable interface.

The Applicant then reported that within his pharmacies he had been able to identify a number of patients who have complained that they could not access services any more in the Forge – eight of whom had now registered with their Viewpark (Tannochside) store. He had also been able to identify dozens of patients who had registered with their delivery services via their Tollcross or Bridgeton stores. Whilst he was a great believer in delivery service he still believed that there needed to be the opportunity for direct face to face patient contact and interface with pharmaceutical services for other services such as MAS, intervention services, etc. These people will still shop in the Forge, but they may not choose to use Asda.

The Applicant then referred to the letter submitted by the APC dated 20 February 2014

where they recommended a different neighbourhood as to the one defined in his application. He surmised that at the time the APC probably did not understand that Superdrug was not going to open again. In the letter the APC defined the neighbourhood as essentially covering the postcode G31:

South – London Road
North – Duke Street/Cartyne Road
West – Abercromby Street
East – Wellshot Road

The Applicant stated that when he entered the G31 postcode into the Scottish Index of Multiple Deprivation on the Scottish Government website this location had the highest deprivation in Scotland and he recalled hearing that at one point that if you were a male living in this location your life expectancy was probably lower than someone living in certain parts of Africa. The population of the G31 postcode was in just over 20,000 meaning that in order to generate the reported Forge footfall of 150,000 every member of the zone defined would be required to visit the Forge six/seven times a week. He stated that the Forge was a hub; the equivalent of a town centre.

The Applicant then reported that the APC had changed their view within a month as he held in his hand a letter where the APC recommend the reopening of Superdrug giving them until 14 April to do so. Therefore they had no strong objection to there continuing to be two pharmacies in the Forge Shopping Centre.

From the point of view of natural justice, **The Applicant** argued, that if the APC did not feel that a new contract in the Forge was necessary, then why recommend the reopening of Superdrug.

Again purely from the stance of natural justice and the fact that the APC approved the reopening of Superdrug a matter of two months ago, **the Applicant** requested that the PPC consider very carefully the weight given to this objection.

The Applicant then addressed each of the letters/emails sent objecting to the application beginning with the email from Keiron Paterson who had submitted an objection citing that Health Board had erred in law by rejecting an earlier application due to supposed inaccuracies in the timeline of the public consultation period. **The Applicant** stated that this was another example of a pharmacist with local knowledge understanding the need to continue pharmaceutical services as Mr Paterson had submitted that application.

The Applicant then referred to email from Tony Devine who had intimated that the location of the proposed premises was unsuitable due to the open plan construction of the outlets. He hoped that when the PPC made their site visit saw what space had been planned and allocated for their premises and that this allayed any fears on this matter. He also reported that the Forge had a very large refurbishment planned for later this year which should be an opportunity for them to gain frontage for their premises.

The Applicant noted that Mr Devine had also suggested that there was an over provision of service in the area but questioned that suggestion as there had been two pharmacies

operating in the area successfully for over 20 years. In addition, before Superdrug closed, there are three boots stores who all dispense about the national average prescriptions per month with a turnover of £1.8million a year. He advised that he had obtained prescription information as part of an FOI enquiry to ISD.

The Applicant then referred to the letter from Carol Burns who stated that her objection was mainly because she was unclear as the situation with the existing contract held by Superdrug and that the prescription figures were based on anecdotal evidence only with no basis as to whether current need was being met or not. **The Applicant** stated that he hoped he had now addressed those concerns.

Auchenshuggle Community Council had offered no objections and had stated that their members appreciated having their prescriptions dispensed by a local pharmacy as well as Asda, demonstrating that patients wanted choice.

The Applicant also noted that the GP Sub-Committee had made no objections.

The Applicant then reported that he had received a number of letters which arrived after the deadline for submission as they had been delivered incorrectly to another address. One such letter was from an older people's charity which stated that they had difficulty in getting their dossette boxes filled since Superdrug closed. Also a number of others mentioned the designated charity buses for people with Alzheimer's, or the disabled accessed the Forge regularly stating that it added to their independence by having a choice of pharmacy.

The Applicant concluded his presentation by reminding the Committee that the Forge would be the closest shopping area to the athletes village for the Commonwealth Games and disputed whether one pharmacy serving that area would be enough to cope with the increased demand, he therefore felt that his application was desirable considering the high deprivation of the neighbourhood and the large footfall of the Forge.

The Interested Parties Questioned the Applicant

Mr Parr (Asda) noted that **the Applicant** had made the assumption that Boots' definition of the neighbourhood was valid and would be upheld and asked why he had chosen to move away from his original definition. **The Applicant** stated that he did not have a lot of time to do a lot of research prior to making his application and was unclear as to what the footfall of the Forge was and had difficulty in defining a neighbourhood which had people coming into it from all areas of Glasgow and beyond. He could not define a neighbourhood as he could not find a zone to explain the level of footfall therefore he thought Boots' definition was more suitable.

Mr Parr asked if he thought the feedback that had been received in support of the pharmacy was enough to qualify a level of inadequacy in service in the area. **The Applicant** replied that patients often collected a prescription directly from their GP and then more often than not got it filled where they did their shopping. When Superdrug closed people went back to where they could find adequate services. He stated that people were still shopping in the Forge but they may now be using a delivery service for items. He could only state that he had eight people turn up at his premises several miles away looking for pharmaceutical

services.

In response to questioning about the number of hours the proposed premises would be open in comparison to Asda **the Applicant** stated that he had based the hours on the model number of hours required by the Health Board. He acknowledged that they did rely on supermarkets who provided later opening hours but it was not financially viable for them to remain open for the same hours. The model opening hours allowed them to focus more on patient care and not worry about selling additional items to remain viable.

Mrs Hair stated that given the changes to the boundary of the neighbourhood did **the Applicant** know how many pharmacies provided services within and into this neighbourhood. **The Applicant** replied that only Asda provided services in the neighbourhood at present but he did not know the total number of pharmacies in the surrounding area.

Mrs Hair then asked should pharmacists not encourage patients to attend their local pharmacies instead of considering an extra pharmacy contract for patients who came far and wide. **The Applicant** replied that he too was confused about the number of people and where they came from to shop in the Forge and he agreed that he would much rather they chose their local community pharmacy but people should also have the opportunity to chose elsewhere that was convenient which in this case was when they went shopping.

Mrs Hair noted that **the Applicant** had stated that some pharmacies in the area were doing more than the national average in relation to prescription dispensing but asked if this was because some pharmacists had more than the national average of qualified pharmacists and technicians employed and a larger space suggesting that maybe there was already adequate provision of services.

The Applicant replied that he had thought about that and acknowledged that just because a pharmacy was doing more than the national average did not mean that it was struggling to provide an adequate service but people still wanted to access a community pharmacy. Superdrug had operated there for 20 years and he felt that another pharmacy should continue to provide this service especially considering a footfall of 150,000 people for one pharmacy.

The Applicant asked **Mrs Hair** if she had noticed a difference since Superdrug closed. **Mrs Hair** stated that there may have been a slight increase but generally the majority of her patients came from the Health Centre and would continue to do so.

Mr Majhu asked if **the Applicant** could confirm that he had secured leased premises and that the statement made in Boots letter was wrong. **The Applicant** confirmed he had secured a lease and it was on a month by month basis but could be extended for a year.

Mr Majhu stated that on referring to the legal test he did not find any evidence from the application that there was an inadequacy of service provision in the neighbourhood, no matter which way it was defined. **The Applicant** explained that the level of in adequacy was only from the need for Superdrug patients to now look for other pharmacies and that as he had mentioned he had picked up eight. **The Applicant** asked **Mr Majhu** if the closure of

Superdrug had impacted on his business – **Mr Majhu** stated that it had not.

Mr Rossi noted that **the Applicant** had mentioned that people were opting more for face to face consultations with regards to the changes in the pharmaceutical contract but he had seen nothing like that and asked for clarification. **The Applicant** replied that his pharmacies were well known for doing a lot of deliveries so their telephone numbers were well known to home carers but he would have also expected with the changes to the contract for **Mr Rossi** to see a difference. **Mr Rossi** reiterated he had not seen a change he had however picked up the Superdrug delivery service. **The Applicant** mentioned that the one charity that responded to the consultation exercise mainly spoke about access to a delivery service.

Mr Rossi noted that there had been a lot of talk about the footfall of 150,000 people but asked what proportion of those were seeking access to pharmaceutical services. **The Applicant** replied that with the nature of the pharmacy contract it should be about giving people the opportunity to gain access to such services as intervention services no matter where they were. In addition if someone was shopping and they weren't feeling well they may want to have access to a pharmacy for advice.

The PPC Questioned the Applicant

Mr Fergusson noted that in the application there was mention of promotional activities being carried out and asked for clarification. **The Applicant** replied that basically he had a woman standing at the proposed premises location with promotional leaflets and during the period they signed up 100 people for pharmacy services to switch to them from their current provider.

Mr Dykes stated that he was struggling to establish **the Applicant's** argument about there being an inadequacy of service provision and asked **the Applicant** to provide further detail. **The Applicant** reiterated that there was a Superdrug store operating there for 20 years which dispensed a significant number of items. In addition, as mentioned, patients have appeared outside the Forge looking for services at other pharmacies. He also stated that inadequacy was hard to prove when there had been a contract there for such a long time but the fact that Superdrug had now closed and looking towards service provision with the forthcoming Commonwealth Games he did not believe one pharmacy would be sufficient. He had done the best with the data he had access to and from the discussion so far it did not look like this would impact on any of the pharmacies represented at the hearing.

During further discussion it was noted that no complaints had been received by the Health Board and the evidence provided was purely anecdotal. **The Applicant** stated that just because people did not complain did not prove anything. The Shopping Centre was clearly a central destination and it would be unfair to the local populace not to provide another pharmacy.

In response to questioning about the prescription figures in the application in relation to Superdrug **the Applicant** confirmed that the original 10,000 was quoted from an ex-member of staff as they were looking for another job therefore it was reasonable to expect that they had over inflated the figure. At the time of submitting the application that was all the information he had but on receiving statistics from ISD it was more like 5,000 items per

month but he also acknowledged that there were other activities carried out including methadone and needle exchange for example.

Dr Johnson noted the in the application there was mention of securing frontage near the Health Board "Keep Well" programme and clarified that the health promotion shop run by the Health Board had no obligation to tie in with the pharmacy it just happened to be in the vicinity of the proposed premises. **The Applicant** agreed and stated that at no point had he expected that to happen but hoped that in the nature of pharmaceutical service provision everyone should be working together and he hoped that as a pharmacy in the vicinity of that unit he would complement the information being provided.

Dr Johnson noted that **the Applicant** had commented on being able to access local community pharmacies as opposed to Supermarket chains and asked if there was something more special about street based pharmacies. **The Applicant** replied that he often shopped at Silverburn Shopping Centre; he drives there and back. Generally if you go to such an area you would not be inclined to go outside to access other services. Especially in the streets of the east end of Glasgow which were some of the most dangerous, historically. A large population either arrived by bus or car and therefore did not go outside the centre. In response to further questioning the Applicant agreed that it was more about location than quality.

In response to questioning from **Mrs Dakers Thomson** about the type of patients who have come from the Superdrug pharmacy and meeting the criteria for the minor ailment service (MAS) **the Applicant** confirmed that the majority of patients that they have picked up do not meet the criteria as they wanted the delivery service and not face to face consultations required for MAS.

In response to further questioning **the Applicant** confirmed that the majority of new people they had taken on were interested in the delivery service but of course there were so many other services that they could offer and that by having an additional pharmacy gave people the opportunity to access face to face intervention programmes and emphasised that all patients needed adequate access to supply of medicine and advice.

Mr Fraser asked about the practical security of the proposed premises considering the location and modular design of the area and how the opening times would be affected by the opening and closing times of the shops. **The Applicant** stated that the opening times mirrored the centre opening times and they did not have to consider the supermarket opening times as this stood alone which helped make the premises and overall building secure. It was the intention to have steel framed structure, double thickness plate glass frontage with the walls encompassing a combination of double layer plasterboard and steel mesh in addition he would prefer to have a shutter as part of the frontage.

Mr Fraser mentioned that ceilings were often a break in point and **the Applicant** assured him that it would be encased in a steel cage and that an angle grinder would be needed to break in. In addition there were security guards in the shopping centre as a whole.

The Chair queried **the Applicant's** suggestion that because Superdrug had operated in the area for a number of years this established the need and clientele and suggested that when

Superdrug opened it was before the control of entry regulations were in place. **The Applicant** replied that there are a number of pharmacies in the area that were set up prior to the control of entry regulations and equally a number who had entered the area when the regulations came into force but questioned whether that proved an inadequacy or an oversupply. On looking at the area as a whole an oversupply should never have occurred. **The Applicant** reiterated that with the new contract the pharmacy had a duty to be accessible and be available for people where they conducted their regular business and the Forge provided that space to conduct any normal activity that people would expect therefore it passed the neighbourhood test.

The questioning of the Applicant concluded.

The Interested Parties' Cases

The Chair invited Mr Parr of Asda to present his case.

Mr Parr stated that he wanted to provide some key points and benefits that Asda brought to the area. He began discussing adequacy of services. It had been discussed at length that there was a footfall of 150,000 people and it had been suggested that all of these people were accessing the Asda pharmacy. He stated that Asda business equated to £850 to £1million with the large majority of that business and footfall coming from simply food shoppers. He also pointed out that there were a number of empty units in the Forge Shopping Centre itself. **Mr Parr** stated that the Asda business model had always been founded in relation to the deprivation of an area and that was why it was so successful.

Mr Parr reported that in the very near future to improve the area for the Commonwealth Games there was going to be a £1.5million revamp of the store including the main foyer and having the pharmacy area re-drawn to attract the travelling shopper and improve the attractiveness and ease of access to the shop.

Mr Parr questioned how people would find the proposed pharmacy located in the In Shops area and of course, as mentioned; there was no out of hours provision. He noted the argument that Independent Pharmacies versus Supermarket Chains and stated that they had two resident pharmacists one for 14 years and another for eight years who both had built up great relationships with patients and growing the pharmacy business from zero.

Mr Parr reported that Asda had seen an uplift in prescription volumes, an overall increase of approximately 10 to 15%. They also offered a range of services, including those of a face to face nature CMS, AMS, EMAS, dispensing, dossette boxes and methadone. In addition they had extended opening hours till 8pm Monday to Wednesday and on Saturday, 9pm on a Thursday and Friday and 6pm on a Sunday.

Mr Parr reported that they also had security officers and the unit was secure as it was independent from the Forge building. In addition if required they could expand and offer more consultation rooms. It was the busiest store in Scotland.

Mr Parr concluded his presentation by stating that the level of pharmacy provision was

adequate and Asda's proximity to the general shopping area was good as they were located in the heart of the hub of the shopping centre.

Questions to the Interested Party by the Applicant

The Applicant stated that he did not have any questions as he could not disagree with what had been said. He stated though that he did not believe that longer opening hours were important in relation to patient care but accepted the rest of the comments.

The Interested Parties Questioned Mr Parr, Asda

In response to questioning from **Mr Majhu**, **Mr Parr** confirmed that if the application was granted it would not affect the viability of the Asda pharmacy. He accepted that everyone could chose to shop where they wanted and there would be a settling down phase but it would not be detrimental to their business. If the service Asda was offering was inadequate then it would be a different matter.

Mr Rossi asked if there had been any complaints or an increase in waiting times since Superdrug had closed. **Mr Parr** stated he was not aware of any issues but when it first happened no-one was prepared for the closure and it took time to get people in place and there was a brief period of readjustment but since then no concerns. Following further questioning **Mr Parr** confirmed that beyond the initial hiatus they had seen an increase in business but they were adequately set up and could accommodate it.

The PPC Questioned the Interested Party, Mr Parr, Asda

Dr Johnson asked if Superdrug presented an obvious presence as a pharmacy in the shopping centre where as Asda is more hidden away. **Mr Parr** replied that Superdrug closed because of the lease issue. It was not due to the business not being viable. He stated that as part of the revamp signage of the Asda pharmacy would be improved and this would be sorted relatively quickly and that it was obviously situated in the store. He was not sure the same could be said for the proposed premises at In Shops.

Mrs Dakers Thomson asked if the application was granted if Asda pharmacy would lose people. **Mr Parr** reiterated that he expected to retain the people they had gained from the closure with the experience they have had in the past but accepted that people could be fickle but it was not their intention to alter their provision.

Mrs Dakers Thomson asked if they had a lot of people coming in with minor ailments. **Mr Parr** informed her that for this service pharmacists are paid in various banding levels dependent upon the number of patients and they were at the top level. In addition they were proactively signing people up for that and some of that had resulted from the closure of Superdrug.

The Chair invited **Mrs Hair of Parkhead Health Centre Pharmacy Ltd** to present her case.

Mrs Hair began her presentation by stating that she had worked in Parkhead for 25 years

and she believed there was an over provision of pharmacies in the area when she started and that position had not changed. They had not had a single complaint and neither has the local GP surgeries in the area therefore this was testament that Superdrug was not needed but merely a nice to have.

She further stated that it was important to encourage people to attend regularly their own local pharmacy closer to home. For example when accessing the Minor Ailment Service (MAS) local pharmacies knew the medicines' the patient was currently taking and a relationship would have been built up all of which assisted in providing better care. This was in the patients' best interests and the Health Board should encourage that.

Mrs Hair concluded her presentation by referring to **the Applicant's** statement that bus loads of people went to the Forge from certain charities to access pharmaceutical care. She stated that she was horrified by the thought of these people accessing pharmaceutical services where the pharmacists did not know their patient history to be provided with intermittent care.

Questions to the Interested Party, Mrs Hair by the Applicant

The Applicant stated that he did not have any specific questions but reiterated that it was not possible to control where people accessed their services and they had the right to go where they wanted and that included accessing pharmaceutical care.

The Interested Parties Questioned Mrs Hair, Parkhead Health Centre Pharmacy Ltd

There were no further questions from the other Interested Parties.

The PPC Questioned the Interested Party, Mrs Hair, Parkhead Health Centre Pharmacy Ltd

In response to questioning from **Mr Dykes, Mrs Hair** confirmed that they got very few prescriptions from the closure of Superdrug; the majority of prescriptions were from the doctors in the health centre. Occasionally they did get prescriptions from other sources but they encouraged patients to attend a pharmacy nearer their home.

Dr Johnson asked for **Mrs Hair's** opinion on the definition of neighbourhood provided by Boots UK Ltd, now adopted by **the Applicant**. **Mrs Hair** replied that she did not believe that pharmacists should be providing pharmaceutical services for the whole of Glasgow at the Forge. She reiterated that it was important to have patients registered with their local pharmacist to allow a relationship to be built up.

Mrs Hair further stated that patients from Superdrug had been absorbed and managed very well in the immediate neighbourhood with none of the pharmacies reporting any issues. Her own feelings were that patients were better served if they attended their own local community pharmacy.

In response to a request for clarification on how the MAS programme worked from **Mrs Dakers Thomson, Mrs Hair** explained that if someone attended a pharmacy and accessed

MAS outwith their locality then their information was not shared with their local pharmacist. Care could be slightly compromised as the other pharmacist would not know all of the patient's history but the patient would be treated but the information would not be referred back to anyone.

In response to questioning from **Mr Fraser**, **Mrs Hair** confirmed that they had no complaints and they have not had to work till midnight to cope with any additional increase in demand. She had noticed a slight increase when Superdrug closed but it was adequately managed.

The Chair invited Mr Majhu of Apple Pharmacy Ltd to present his case.

Mr Majhu read from a prepared statement making adjustments in light of the previous discussions:

Mr Majhu began by addressing the issue of neighbourhood and agreed with **the Applicant** that it was not an easy task and did not look forward to the Einstein theories of what it should be and stated that no doubt neighbourhoods were defined often to suit which side of the coin you sat on. He therefore agreed with **the Applicant** adopting Boots' definition of neighbourhood.

Mr Majhu reported that when Apple first received news of this application they replied that they were keen to view any evidence **the Applicant** presented of an inadequacy. At that time they had received a handful more patients from Superdrug's closure and had plenty of scope to cover more.

When he had investigated why this contract had closed down he realised that not only was this a viable pharmacy contract but in fact it was still a LIVE contract with a cut off date at the end of April. **Mr Majhu** stated that he did not want to be a hypocrite – he tried to buy the contract from Superdrug. He contacted NHS Greater Glasgow and was told to apply under a minor relocation. In order to do this Apple had to agree a sale with Superdrug. From what he knew there were two runners in that negotiation. Apple were not chosen as their bid was not high enough.

After two weeks, **Mr Mahju** stated they were approached again by the agents of Superdrug and told that the other party had decided not to go ahead. He stated that he had hoped that party be present at the hearing to give reasons as to why they decided this was an unviable application when they were willing to offer more than the £450,000 Apple had bid for the sale of the business. They had in fact bid much more according to the agents and then two weeks later "changed their minds". **Mr Majhu** stated that M & D Greens were the winning bidders but then dropped the application and had not turned up for this hearing. Now Boots have submitted an application, all demonstrating that this is a viable contract.

The Chair intervened at this point stating that he was concerned that Mr Majhu was disclosing information that was commercial in confidence in an open hearing. Mr Stewart, CLO representative stated that the Committee was now presented with information and asked to determine whether this was confidential information which it could not adequately do as it was not party to those proceedings. It was therefore requested that Mr Mahju did not refer to any named parties relating to those

proceedings.

Mr Mahju resumed his presentation. It was known that Boots have just submitted an application and objected to this current application stating that **the Applicant** had failed to consult the public appropriately and that they had not acquired a suitable lease for premises – this was hypocrisy on their part – it would pass the legal test and Boots obviously did not want it to succeed. **Mr Mahju** stated that had Apple got the minor relocation signed off, it would be located two shops away from Superdrug. **Mr Mahju** expressed his opinion that the issue Superdrug had with the Landlords was one they had also encountered. The company in charge of the retail units was located in England and with the imminent Commonwealth Games had decided to vastly increase their rents.

Mr Mahju stated that they were now on a time barr and had to minor relocate by April 18th but it never happened as the Chair of the APC found that this was not a minor relocation.

He then stated that he now argued in favour of this application because how silly we would look since Apple, M&D Green and Boots all think this application is required but then object to it. Boots letter of 4th February does not give any reference to the inadequacy of this application it simply discussed wrongly that the correct procedures were not carried out.

This is because Charles Tait (Boots PLC) is between a rock and a hard place. Boots believe a contract is required here and passes the legal test but only if they apply. They were wrong to assume **the Applicant** had not secured access as they failed to realise this contract fell not because it was not viable but because the main landlord was greedy for higher rents. But **the Applicant** has managed to secure a lease with In Shops which was only no more than 100 metres within the shopping mall with no leap frogging, but had rents more aligned with other pharmacies. For that I applaud his efforts.

I believe that the closure of Superdrug resulted in a panic spread of all of their 4,500 patients something that should never have happened. These patients were absorbed but that does not solve the problem that this is one less pharmacy in an area which has some of the worst deprivation in Scotland.

Mr Mahju concluded his presentation by stating that as a competitor this application was not going to affect anyone else present at the hearing. **The Applicant** has to define why he thinks there is an inadequacy but this job was done for him as three of his competitors have believed that this location requires an NHS contract. The application will have no affect on existing contractors in the vicinity and will only result in enhanced services in this deprived area. **Mr Mahju** stated that he was of the view this application was favourable.

The Chair intervened to ask for a point of clarity from **Mr Mahju**. **The Chair** noted that in the opening sentence of **Mr Mahju's** letter of 23 January he stated "There are plenty of pharmacies within the neighbourhood defined to cope with the closure of Superdrug." **The Chair** asked if **Mr Mahju** was now withdrawing that letter. **Mr Mahju** explained that initially that was his view but considering he had applied for the contract it would be hypocritical to maintain that view. He also informed the **Chair** that he had asked if he could withdraw his letter but was advised by the **Health Board** that he could not.

Questions to the Interested Party, Mr Mahju by the Applicant

The Applicant stated that he was in general disbelief and did not have any questions.

The Interested Parties Question Mr Mahju, Apple Pharmacy

Mr Parr noted that considering the control of entry regulations did **Mr Mahju** feel that the application was robust or was it because there was already a contract there and therefore more of a business opportunity. **Mr Mahju** replied that he thought everyone saw it was a business opportunity – Apple had sought to buy a live existing contract. With regards to if he thought that was robust enough for the contract to be awarded – he thought it was as the closure of Superdrug was not down to it not being viable, it did not need to close. In response to further questioning **Mr Mahju** confirmed that it was robust whether viewed as a minor relocation or a new application.

Mrs Hair questioned Mr Mahju's reasoning for supporting the application when he agreed that all the Superdrug patients have been absorbed by the existing pharmacies. **Mr Mahju** reiterated that one less pharmacy in an extremely deprived area was not a good thing.

Mr Rossi continued with this line of questioning asking for further clarification as to why losing one pharmacy in the Forge would be classed as an inadequacy given that there was adequate access to a range of pharmacies in the area who had absorbed those patients directly affected. **Mr Mahju** maintained that it reduced patient opportunities to access services and recognised that everyone had quite an uplift along with natural growth, noting that Asda had a 15% increase. **Mr Rossi** stated that he had very little increase, about 5%.

The PPC Questioned the Interest Party, Mr Mahju, Apple Pharmacy

Mr Fergusson asked if **Mr Mahju** had been allowed to withdraw his letter would he still have presented at the oral hearing in support of **the Applicant**. **Mr Mahju** confirmed he would still have attended the oral hearing.

Mr Dykes stated that he was impressed by **Mr Mahju's** honesty but questioned whether the application was opportunistic rather than based on need. **Mr Mahju** replied that all businesses began by seeing opportunities and it appeared that Boots were also of the same opinion by submitting an application.

Dr Johnson asked what **Mr Mahju** thought of Boots' definition of the neighbourhood. **Mr Mahju** stated that he agreed with the definition referring to a previous decision by Lord Nimmo with regards to the footfall of people of a retail park. He argued that if the PPC discounted this definition then they would have to discount the decision taken by Lord Nimmo with Boots in Inverness.

The Chair invited Mr Rossi of Tollcross Pharmacy to present his case.

Mr Rossi began his presentation by stating that it was important to remember that this was a new application being considered and not for the contract that was previously awarded to

Superdrug.

It was important to refer to the legal test and decide on whether existing service provision was adequate and services in adjoining areas were adequate and it was clear from the evidence that all were providing a very good service and that no-one had seen a huge increase since Superdrug closed.

Mr Rossi stated that he had not heard anything at the hearing which suggested the current service provision was inadequate therefore questioned whether it was necessary to grant the application. Patients were either accessing services within the immediate areas or migrating back to their regular pharmacy.

Mr Rossi stressed that replacing like for like was not the correct way to provide the pharmaceutical needs for the neighbourhood. Everyone had heard how many wanted to open a pharmacy in the Forge but that was based on a business decision not a pharmaceutical decision and therefore did not prove a need for a new pharmacy.

As to the question of whether it was desirable to open a new pharmacy **Mr Rossi** argued that there was a more than an adequate choice for patients and a new pharmacy would not bring any new benefits, with no extended opening times and located in a not particularly accessible part of the shopping centre.

Mr Rossi concluded his presentation by stating on looking at the legal test he could not honestly see why this application should be granted. There was at present an over provision of services in the area and from his recollection of how Superdrug came to being it was the result of a minor relocation. He asked that the application be refused.

Questions to the Interested Party, Mr Rossi by the Applicant

In response to questioning **Mr Rossi** confirmed that initially there had been a huge panic when Superdrug closed but the only noticeable increase his pharmacy had seen was an increase in dosette patients.

The Interested Parties Questioned Mr Rossi, Tollcross Pharmacy

The Interested Parties all confirmed they had no further questions.

The PPC Questioned the Interested Party, Mr Rossi, Tollcross Pharmacy

The Committee members all confirmed they had no further questions.

The Chair, having concluded that there were no further questions asked the parties to sum up beginning with Mr Parr of Asda Pharmacy.

Summing Up

Mr Parr reiterated that he thought there was an adequate provision of pharmaceutical

services in the local area and the definition of the area was well served. He concluded by stating he had nothing further to add.

Mrs Hair, Parkhead Health Centre Pharmacy agreed there was a lot of footfall but equally there was enough pharmacies on route to the Forge on foot or by bus whereby people could access pharmaceutical services.

Mr Mahju stated that the applicant really did not have to overly try and define an inadequacy as the job was done as other competitors believed there was an inadequacy and were trying or had tried to get the contract. He stated that should this application be granted it was not going to have any effect on any of the other contracts; it would just take away the extra business they had received when Superdrug closed. The area was already deprived but there was so many good things happening with the arrival of the Commonwealth Games. He concluded by stating that there was an existing contract in place and perhaps 5000 patients had been absorbed but it limited the access and choice of those patients therefore there was nothing wrong with the proposal.

Mr Rossi stated that the application did not pass the legal test. Just because it was financially viable did not mean there was an inadequacy of service as there were enough pharmacies in the area at present. He asked that the application be refused.

The Applicant stated that he had been overwhelmed by other contractors support. He believed there was an inadequacy of service. The neighbourhood definition should be the Forge Shopping Centre itself. The fact that no-one has had a significant increase in business apart from Asda did not mean that there was no inadequacy. People would continue to go to the Forge and he believed that it was necessary to open a new contract because the neighbourhood as defined only has one contract – patients should have a choice. It was also desirable as pharmacy service was limited if current pharmacies did not have time to have a 10 minute conversation regarding EMAS then it was desirable to have two pharmacies. **The Applicant** concluded by stating that in community pharmacies patient care comes first and was best served by providing two locations to access those services.

The Chair thanked all for their contributions and advised that he would now close the open session. He reminded them that if further legal advice was required, all parties would be asked to come back and invited them to wait if they wished.

The Chair advised all parties that the Committee's decision would be relayed to the Board within 10 working days. After which the decision would be formally relayed to the applicant and interested parties within 5 working days. These timescale were consistent with the Regulations. Thereafter, there would be 21 days within which appeals could be lodged against the PPC's decision (full details of how to do this would be included in the formal written notification of the decision).

Before the Applicant, Interested Parties and Mr Stewart left the hearing, the Chair asked the Applicant and the Interested Parties to confirm individually that they had a full and fair hearing. All confirmed individually that they had.

At this juncture the Applicant, Interested Parties and Mr Stewart left the meeting.

The PPC were required and did take into account all relevant factors concerning the issue of:-

- a) Neighbourhood;
- b) Adequacy of existing pharmaceutical services in the neighbourhood and, in particular, whether the provision of pharmaceutical services at the premises named in the application were necessary or desirable in order to secure adequate provision of pharmaceutical services in the neighbourhood in which the premises were located.

In addition to the oral submissions put before them, the PPC also took into account all written representations and supporting documents submitted by the Applicant, the Interested Parties and those who were entitled to make representations to the PPC, namely:

- a) Chemist contractors within the vicinity of the Applicants' premises, namely:

Boots UK Ltd
 Apple Pharmacy
 M & D Green Dispensing Chemist Ltd
 Asda
 Young & Mair Pharmacy
 Tollcross Pharmacy
 Parkhead Health Centre Pharmacy
 Burns Pharmacy
 had made representations to the Committee.

- b) The Greater Glasgow & Clyde Area Medical Committee had made representation.
- c) The Greater Glasgow & Clyde Area Pharmaceutical Community Pharmacy Sub-Committee had made representation.

The Committee noted that in accordance with the requirement (Paragraph 2, Schedule 3) to consult those who might use the pharmaceutical services provided (if the application were granted), notification of the application had been sent to:

- d) Public Involvement Group Glasgow City CHP – North East Public Partnership Forum had made representation.
- e) The following community councils:
 - Auchenshuggle Community Council - representation was received;
 - Bridgeton & Dalmarnock Community Council – no response was received;
 - Dennistoun Community Council – no response was received;
 - Parkhead Community Council – no response was received;
- f) The following Councillors:

Councillor Yvonne Kucuk – no response received;
Councillor George Redmond – no response received;
Councillor Alison Thewlis – no response received;
Mr John Mason MSP – no response received;
Mrs Margaret Curran MSP – no response received.

The Committee also considered;-

- g) The location of the nearest existing pharmaceutical services;
- h) The location of the nearest existing medical services;
- i) Information from Glasgow City Council's Development & Regeneration Services advising of the known developments within the area of the proposed premises.
- j) Glasgow City Council's Department of Roads and Transportation and South Lanarkshire Council's Planning & Building Standards had also been consulted but had made no response.
- k) Population/Census 2001 information relating to the postcode areas surrounding the Applicant's proposed premises.
- l) Patterns of public transport in the area surrounding the Applicant's proposed premises;
- m) Information regarding the number of prescription items dispensed during the past 12 months and Quarterly Information for the Minor Ailment Service activity undertaken by pharmacies within the consultation zone;
- n) Complaints received by the Health Board regarding services in the area;
- o) Applications considered previously by the PPC for premises within the vicinity;
- p) The Pharmaceutical Care Services Plan;
- q) Unsolicited email from Keiron Paterson;
- r) Unsolicited email from David Dryden of Kyle Square Pharmacy;

DECISION

Having considered the evidence presented to it, and the PPC's observation from the site visit, the PPC had to decide firstly the question of the neighbourhood in which the premises to which the application related were located.

The Committee considered that the neighbourhood should be defined as follows:

The Forge Shopping Centre located at Parkhead, Glasgow G31 4EB.

In reaching this decision the Committee believed that the Forge was a neighbourhood for all purposes and had all the necessary amenities including banks, shops, cinema, cafes, opticians and a pharmacy located within Asda supermarket. All the facilities which would be expected in a neighbourhood and easily accessible by public transport and on foot. The Committee considered that the area, as defined, constituted a distinct and identifiable neighbourhood and agreed with the description of the Forge being a “hub” for the community. The Committee also accepted the figures presented during evidence of an approximate footfall of 150,000 people per week but recognised that this figure consisted of the same people visiting the Forge more than once a week.

In addition it was noted that “the Forge” was classed as a destination on many bus routes which had “the Forge” defined as their destination. The Committee also recognised the varying demographics of the transient population that visited the Forge.

Adequacy of Existing Provision of Pharmaceutical Services and Necessity or Desirability

Having defined the neighbourhood, the PPC was then required to consider the adequacy of pharmaceutical services within that neighbourhood, and whether the granting of the application was necessary or desirable in order to secure adequate provision of pharmaceutical services in that neighbourhood.

The Committee noted that within the neighbourhood as defined there was one existing pharmacy namely Asda Stores Ltd located within the supermarket with a further 12 on the immediate periphery; five of which located under one mile and the remaining seven located less than two miles from the proposed premises.

The Committee considered that the population within the neighbourhood could access services both within the neighbourhood and out with the neighbourhood. The Committee had noted from its visit to the proposed premises and surrounding vicinity the existence of several groups of shops and community facilities.

The Committee considered this existing network provided comprehensive service provision to the neighbourhood and all services required by the pharmacy contract, along with additional services. The Committee considered that access to services was readily achievable in a variety of ways either by foot, public transport via numerous bus services or by car. Collection and delivery services were also available from the various pharmacies located within a two miles radius of the neighbourhood.

The Committee then considered the points made by the Applicant and those that had arisen during the oral hearing.

The Committee considered the capacity of the existing network and noted that the oral evidence provided suggested that after the initial hiatus of the closure of Superdrug all of

their patients had been successfully absorbed into the existing network which, according to the Committee's papers, comprised of six pharmacies within a one mile radius of the applicant's proposed premises. In addition it had been noted that the Board had received no formal complaints regarding the provision of pharmaceutical services in the area.

The Committee considered the argument that a footfall of 150,000 people per week justified an additional pharmacy in the Forge, in order to cope with demand and provide choice for patients. Although the Committee accepted the large footfall, it noted the prescription figures for Superdrug when it was in operation, equated to approximately 4,000 prescriptions per month therefore the majority of footfall at the Forge could be considered in relation to accessing the retail shops and the cinema.

The Committee considered the arguments made about the lack of visibility of the proposed premises and were satisfied that with suitable signage this would not be an issue. They also noted from their site visit that the Asda pharmacy was also not clearly visible but had been assured that this would be addressed during their forthcoming store refurbishment.

In addition, during their site visit the Committee considered the appropriateness of the location and the modular design of the proposed premises and agreed that the location would be suitable for a pharmacy.

Taking into account the issue of high deprivation in the neighbourhood the Committee agreed that an inadequacy of current pharmaceutical service provision had not be proven.

The Committee considered the argument that the APC had "changed its mind" with regards to writing to Superdrug to inform them that they could re-open and agreed that this had been in reference to a minor relocation application and not a request for a new pharmacy contract.

The Committee considered the argument that because there had been two pharmacies located within the Forge for over 20 years that there was now an inadequacy of service and agreed there was no substantial evidence to suggest demands were currently not being met.

The potential increase in the transient population during the Commonwealth Games was considered. It was noted that there were also a number of current and proposed housing developments in addition to the Commonwealth Games. Despite that fact the Committee considered that there was sufficient capacity within the existing network to handle any increase based on the prescription and Minor Ailment Service figures available.

The Committee also had regard to the public consultation exercise noting the views of those in support and those against the new pharmacy which formed the overwhelming majority.

Overall the Committee was disappointed with the level of evidence provided by **the Applicant** as it was felt that the main thrust of the argument was based on the financial viability of the Superdrug contract and not the points pertaining to the legal test regarding the provision of pharmaceutical services.

In accordance with the statutory procedure the Pharmacist Members of the Committee, Mr Dykes, Mr Fergusson and Dr Johnson left the room during the decision process.

DECIDED

Taking into account all of the information available, and for reasons set out above, it was the view of the Committee that the provision of pharmaceutical services in the neighbourhood and the level of service provided by those contractors to the neighbourhood, was currently adequate.

It was the unanimous decision of the PPC that the application be refused.

5. ANY OTHER COMPETENT BUSINESS

There being no further competent business the meeting was closed.

The meeting ended at 4pm.