

SCHEDULE 1

Regulation 2

TERMS OF SERVICE

Interpretation

1. In this Schedule —
 - (a) “the regulations” means the General Ophthalmic Services Regulations (Northern Ireland) 2007;
 - (b) other words and expressions have the same meaning as in the regulations.

Incorporation of provisions

2. Any provisions of the following affecting the rights and obligations of contractors shall be deemed to form part of the terms of service:
 - (a) the regulations;
 - (b) so much of the Health and Personal Social Services (Disciplinary Procedures) Regulations (Northern Ireland) 1996⁽¹⁾ as relates to—
 - (i) the investigation of questions arising between contractors and their patients, other investigations to be made by the ophthalmic discipline committee, and the action which may be taken by the Board as a result of such investigations, including the withholding of remuneration from a contractor where there has been a breach of the terms of service;
 - (ii) appeals to the Department from decisions of the Board;
 - (iii) the investigation of excessive issuing of optical vouchers following a sight test;
 - (c) regulation 9 of the Health and Personal Social Services (Optical Charges and Payments) Regulations (Northern Ireland) 1997;
 - (d) the Statement.

Premises at which general ophthalmic services are to be provided

3. Subject to paragraph 4, a contractor shall provide general ophthalmic services only at an address which is included in relation to him in the ophthalmic list.

Provision of mobile services

- 4.—(1) A contractor, who has made arrangements with the Board to provide mobile services, may provide them only in accordance with sub-paragraph (2), after giving notice in accordance with sub-paragraph (3).
- (2) The contractor may only provide mobile services if—
 - (a) the patient has requested the contractor to provide those services to him, or, where the patient is incapable of making such a request, another person has made such a request on the patient’s behalf; and
 - (b) subject to sub-paragraphs (5), (6), (7) and (8), he has notified the Board in accordance with sub-paragraph (3) and, if applicable, (4) and the Board has not informed the contractor that it is not content with those changes.

(1) [S.R. 1996 No. 137](#)

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(3) The contractor shall notify the Board of his intention to provide mobile services at a location at least 48 hours (except that no part of a Saturday, Sunday or public holiday shall count towards that period) in advance of the date on which the contractor intends to provide the mobile services in the Board's area, identifying the persons to whom the services are to be provided and specifying the date and approximate time when he will provide them.

(4) If the contractor wishes to change any of the matters of which he has notified the Board under sub-paragraph (3), he shall so notify the Board at least 24 hours (except that no part of a Saturday, Sunday or public holiday shall count towards that period) before—

- (a) if he wishes to provide mobile services to further or different persons, that provision;
- (b) if he wishes to change the date or time of the provision of those services, both—
 - (i) the previously notified date of that provision, and
 - (ii) if the notification is to change the date, the date so notified.

(5) If the contractor is unable to attend the place at which he has notified the Board that he would be attending, he may instead, on that day and at that approximate time, provide mobile services at another location ("the substitution"), provided that the Board notifies him that it agrees to the substitution.

(6) In a case to which paragraph (5) applies the contractor may attend and provide mobile services at the originally notified place at such time as the Board shall agree.

(7) In a case where circumstances have arisen whereby it was not possible to notify in accordance with sub-paragraph (4)(a), the contractor may provide mobile services to up to 3 other persons at the previously notified time and place.

(8) The contractor shall be permitted to provide emergency mobile services without due notification to the Board in accordance with sub-paragraph (3), provided that the contractor notifies the relevant Board of the location at which the emergency mobile services were provided, the identity of the person to whom those services were provided, the date and approximate time the services were provided and the reasons for the provision of the services, as soon as reasonably possible.

Premises and equipment

5.—(1) Subject to sub-paragraph (2) to (5) and paragraph 9(3), a contractor shall provide as may be requisite, proper and sufficient consulting and waiting room accommodation and suitable equipment for the provision of the general ophthalmic services which he has undertaken to provide.

(2) A contractor, who has made arrangements with the Board to provide mobile services, shall provide suitable equipment for the provision of such services.

(3) A contractor who—

- (a) does not provide or no longer provides accommodation and equipment, as required under sub-paragraph (1), or equipment as required under sub-paragraph (2); and
- (b) is not employed, in relation to the general ophthalmic services which he has undertaken to provide in the area of that Board, by another contractor,

may, instead of providing the accommodation and equipment, as required under sub-paragraph (1), or equipment as required by sub-paragraph (2), enter into arrangements of the kind described in sub-paragraph (4), provided the conditions set out in sub-paragraph (5) are met.

(4) The arrangements referred to in sub-paragraph (3) are legally enforceable arrangements under which—

- (a) requisite, proper and sufficient consulting and waiting room accommodation and suitable equipment; or

(b) in the case of the provision of mobile services, suitable equipment; are available to him for the provision of the general ophthalmic services which he has undertaken to provide, which permit inspection as required under paragraph 5(6) or (7).

(5) The conditions referred to in sub-paragraph (3) are that the contractor has satisfied the Board that—

(a) the arrangements are legally enforceable and permit inspection as required under paragraph 5(6) or (7);

(b) the accommodation and equipment or, in the case of the provision of mobile services, equipment, provided under the arrangements are adequate and suitable.

(6) Subject to sub-paragraph (7) and (8) and paragraph 9(3), a contractor, on receipt of a written request from the Department, the Board, the Agency or the Committee to do so, shall admit at all reasonable times for the purposes of inspecting his accommodation or equipment an authorised officer of the Department, the Board or the Agency, or authorised member of the Committee.

(7) A contractor, who has made arrangements with the Board to provide mobile services on receipt of a written request from the Department, the Board, the Agency or the Committee, shall arrange for an authorised officer of the Department, the Board, the Agency, or of the Committee, to be allowed to inspect at a reasonable time the facilities and equipment that he uses.

(8) In addition to the right to inspect under sub-paragraph (7), a contractor, who has made arrangements with the Board to provide mobile services, shall allow an authorised officer of the Department, the Board or the Agency, or authorised member of the Committee to inspect the facilities and equipment that he uses when providing those services at a location of which he notified the Board under paragraph 4(3).

Notices

6.—(1) Subject to sub-paragraph (2), a contractor shall secure that at each place at which he provides general ophthalmic services there is prominently displayed a notice and leaflet supplied or approved by the Agency, indicating the services available under general ophthalmic services and indicating to which descriptions of his patients a payment may be made under the Health and Personal Social Services (Optical Charges and Payments) Regulations (Northern Ireland) 1997(2).

(2) Where mobile services are being provided, a notice shall be displayed only in so far as it is reasonably practicable to do so.

Records

7.—(1) A contractor shall keep a full, accurate and contemporaneous record in respect of each patient to whom he provides general ophthalmic services, giving the appropriate and necessary details of the sight testing.

(2) Records, for the purpose of subparagraph (1), shall also include any details in regard to the dispensing, supply, repair or replacement of an optical appliance or prescription which has been given to the patient in consequence of a testing of sight.

(3) Subject to paragraph 9(3), a contractor shall retain all such records for a period of seven years from and including the date of the last recorded sight test, and shall during that period—

(a) produce them on request to an optician in the employment of the Board for inspection; or

(b) produce them to the Department, the Board, the Agency or the Committee within 14 days of being required to do so by the Department, the Board, the Agency or the Committee.

(2) [S.R. 1997 No. 191](#)

Deputies

8.—(1) A contractor may arrange for sight to be tested on his behalf by an ophthalmic medical practitioner or optician, but no such arrangements shall be made unless the name of that ophthalmic medical practitioner or optician is included in the ophthalmic list.

(2) Any contractor who makes an arrangement for the regular provision of services by a deputy in terms of paragraph (1) shall notify the Board of the arrangement.

(3) A contractor shall be responsible for all acts and omissions of any person acting as his deputy and of any employee of that person; and a deputy who is himself a contractor shall be jointly responsible to the same extent as the contractor for whom he is deputising.

Employees

9.—(1) A contractor who employs a person to test sight shall only employ—

- (a) an ophthalmic medical practitioner or optician, whose name is included on the ophthalmic list; or
- (b) a person, who is authorised to test sight by rules made under section 24(3) of the Opticians Act 1989 (testing of sight)(3), acting under the continuous personal supervision of an ophthalmic medical practitioner or optician, whose name is included on the ophthalmic list.

(2) A contractor who makes an arrangement for the regular provision of services by an employee in terms of paragraph (1) shall notify the Board of the arrangement.

(3) A contractor shall be responsible for all acts and omissions of any employee; and an employee who is himself a contractor shall be jointly responsible but only, in the case of paragraphs 5(1) and (6) and 7(2), to the extent that he has not taken all reasonable steps to secure that the requirements of those provisions are met.

(4) In this paragraph “employee” includes, in the case of a body corporate, a director and “employ” is to be interpreted accordingly.

Complaints

10.—(1) Subject to sub-paragraphs (2) and (3), a contractor shall establish, and operate in accordance with this paragraph, a procedure (in this paragraph and in paragraph 11 referred to as a “complaints procedure”) to deal with any complaints made by or on behalf of his patients and former patients.

(2) The complaints procedure to be established by a contractor may be such that it also deals with complaints made in relation to one or more other contractors.

(3) The complaints procedure to be established by a contractor who provides general ophthalmic services from more than one set of premises may be such that it relates to all those premises together.

(4) A complaints procedure shall apply to complaints made in relation to any matter reasonably connected with the contractor’s provision of general ophthalmic services and within the responsibility or control of—

- (a) the contractor;
- (b) where the contractor is a body corporate, any of its directors or former directors;
- (c) a former partner of the contractor;

(3) 1989 c.44

- (d) any other person (being an optician, an ophthalmic medical practitioner or a person authorised to test sight by rules made under section 24(3) of the Opticians Act 1989) who is either employed by the contractor or engaged as his deputy;
 - (e) any employee of the contractor other than one falling within head (d),
- and in this paragraph and paragraph 11, references to complaints are to complaints falling within this sub-paragraph.
- (5) A complaint may be made on behalf of a patient or former patient with his consent, or—
- (a) where the patient is a child under the age of 16 years—
 - (i) by either parent, or in the absence of both parents, the guardian or the other adult person who has care of the child, or
 - (ii) where the child is in the care of an authority to whose care he has been committed under the provisions of the Children (Northern Ireland) Order 1995, by a person duly authorised by that authority, or;
 - (iii) where the child is in the care of a voluntary organisation, by that voluntary organisation or a person duly authorised by it, or
 - (iv) where the child is in a juvenile justice centre, by the Manager of that juvenile justice centre;
 - (b) where the patient is incapable of making a complaint, by a relative or other adult person who has an interest in his welfare.
- (6) Where a patient has died, a complaint may be made by a relative or other adult person who had an interest in his welfare or, where the patient was as described in head (a)(ii), (iii), or (iv), of sub-paragraph (5), by the authority, voluntary organisation, or the Manager of the juvenile justice centre.
- (7) A complaints procedure shall comply with the following requirements—
- (a) the contractor must specify a person (who need not be connected with the contractor and who, in the case of an individual, may be specified by his job title) to be responsible for receiving and investigating all complaints;
 - (b) all complaints must be—
 - (i) recorded in writing,
 - (ii) acknowledged, either orally or in writing, within the period of three days (excluding Saturdays, Sundays and public holidays) beginning with and including the day on which the complaint was received by the person specified under head (a) or where that is not possible, as soon as reasonably practicable; and
 - (iii) properly investigated;
 - (c) within the period of 10 days (excluding Saturdays, Sundays and public holidays) beginning with and including the day on which the complaint was received by the person specified under head (a), or where that is not possible, as soon as reasonably practicable, the complainant must be given a written summary of the investigation and its conclusions;
 - (d) where the investigation of the complaint requires consideration of the patient's sight testing records, the person specified under head (a) must inform the patient or person acting on his behalf if the investigation will involve disclosure of information contained in those records to a person other than the contractor, or a director, partner, deputy or employee of the contractor; and
 - (e) the contractor must keep a record of all complaints and copies of all correspondence relating to complaints for a period of seven years from and including the date of the last correspondence relating to the complaint, but such records must be kept separate from all patients' sight testing records.

(8) At each of the premises at which the contractor provides general ophthalmic services he must provide information about the complaints procedure which he operates and give the name (or title) and address of the person specified under sub-paragraph (7)(a).

Co-operation with investigations

11.—(1) A contractor shall co-operate with any investigation of a complaint by the Board in accordance with the procedures which it operates in accordance with directions given under Article 17(1) of the Order, whether the investigation follows one under the contractor’s complaints procedure or not.

(2) The co-operation required by sub-paragraph (1) includes—

- (a) answering questions reasonably put to the contractor by the Board;
- (b) providing any information relating to the complaint reasonably required by the Board; and
- (c) attending any meeting to consider the complaint (if held at a reasonably accessible place and at a reasonable hour, and due notice has been given), if the contractor’s presence at the meeting is reasonably required by the Board.

Complaints against ophthalmic medical practitioners

12.—(1) Where a contractor who, being an ophthalmic medical practitioner also performs primary medical services under a GMS contract for any person to whom he provides general ophthalmic services, the complaints procedure established and operated in accordance with the terms of that GMS contract shall apply in relation to any matter reasonably connected with his provision of general ophthalmic services as it applies as respects the provision of services under the GMS contract.

(2) Accordingly, any requirement as to co-operation with investigations of complaints by other bodies imposed on a GMS contractor under the term of his contract which gives effect to paragraph 89 of Schedule 5 to the Health and Personal Social Services (General Medical Services Contracts) Regulations (Northern Ireland) 2004⁽⁴⁾ also applies in relation to complaints about such matters.

(3) In this paragraph “GMS contract” means a general medical services contract under Article 57 of the Order and “general medical services contractor” shall be construed accordingly.

(4) For as long as there are in existence contracts entered into under Article 13 of the General Medical Services Transitional and Consequential Provisions (No.1) (Northern Ireland) Order 2004⁽⁵⁾ (“default contracts”), any reference in this paragraph to a GMS contract shall be read as including a reference to a contract entered into under that Article and any reference to a term of a GMS contract shall be read as including a reference to the equivalent term of the default contract.

Payments

13.—(1) Any claim by a contractor for fees in respect of the provision of general ophthalmic services shall be made by completing or securing the completion of a sight test form and sending it to the Agency within six months from and including the date of completion of the provision of the services.

(2) Any such claim shall be signed—

- (a) if the contractor is a body corporate, by any of its directors who is a contractor, who takes part in the provision of general ophthalmic services at the address at which the relevant service was provided or by any of its employees who is such a contractor;

(4) S.R. 2004 No. 140

(5) S.R. 2004 No. 141

- (b) if the contractor is not a body corporate—
 - (i) if the Service was provided on his behalf by a deputy or employee who is also a contractor, by the deputy or employee who shall give the name of the contractor on whose behalf the service was provided;
 - (ii) in other cases by the contractor himself.

(3) A signatory shall sign any such claim in ink with his initials or forename and with his surname in his own handwriting and not by means of a stamp.

(4) Except as may be provided in the regulations, in the Statement or in sub-paragraph (5), a contractor shall not demand or accept from any patient or from other persons the payment of any fee or other remuneration in respect of the provision of general ophthalmic services.

(5) A contractor shall be entitled to demand and recover from a patient or person having charge of a patient, a sum in respect of loss of remunerative time resulting from that patient's failure to keep an appointment.

(6) A contractor shall not demand or accept from the Agency the payment of any fee or remuneration in respect of any item of service—

- (a) which has not been provided under general ophthalmic services; or
- (b) for which another claim has already been submitted to the Agency.

Testing of Sight

14.—(1) A contractor shall, having accepted pursuant to the regulations an application for the testing of sight, test the sight of a patient to determine whether the patient needs to wear or use an optical appliance, and on so doing shall fulfil any duty imposed on him by, or in Regulations made under, section 26 of the Opticians Act 1989.

(2) Where a contractor or an ophthalmic medical practitioner or optician assisting him in the provision of general ophthalmic services is of the opinion that a patient whose sight he has tested pursuant to sub-paragraph (1)—

- (a) shows on examination signs of injury, disease or abnormality in the eye or elsewhere which may require medical treatment; or
- (b) is not likely to attain a satisfactory standard of vision notwithstanding the application of corrective lenses;

he shall, if appropriate, and with the consent of the patient,

- (i) refer the patient to an ophthalmic hospital,
- (ii) inform the patient's doctor that he has done so, and
- (iii) give the patient a written statement that he has done so, with details of the referral.

(3) Where a contractor tests the sight of a patient diagnosed as suffering from diabetes or glaucoma he shall inform the patient's doctor of the results of the test.

(4) Where a contractor issues to a patient a prescription for glasses, he shall, immediately thereafter, require the patient to acknowledge its receipt on a sight test form.

(5) A prescription for glasses issued following a testing of sight under general ophthalmic services shall be completed by the method recommended in Appendix A to British Standard 3521: 1962 (Glossary of Terms relating to Ophthalmic Lenses and Spectacle Frames) published by the British Standards Institution, as effective on the date of its publication, and shall comply with any requirements as to its form specified in the Statement for the purposes of payment in respect of the sight test.

Use of disqualified name

15.—(1) Subject to sub-paragraph (2), a contractor shall not use in any manner whatsoever the name or part of the name, either alone or in combination with any other words or letters of, or used by, any person so long as that person is disqualified by the Tribunal from inclusion in any ophthalmic list by virtue of paragraphs 5, 7, 9(5), 10(1) or 12(2) of Schedule 11 to the Order.

(2) Nothing in sub-paragraph (1) shall prevent a contractor other than a body corporate from using his own name, or being a body corporate from using the name by which it is enrolled in the register maintained pursuant to the provisions of the Opticians Act 1989.

Telephone services

16.—(1) A contractor shall not be a party to any contract or other arrangement under which the number for telephone services to be used by—

- (a) patients to contact the contractor for any purpose related to the provision of general ophthalmic services; or
- (b) any other person to contact the contractor in relation to services provided as part of the health services,

starts with the digits 087, 090 or 091 or consists of a personal number, unless the service is provided free to the caller.

(2) In this paragraph, “personal number” means a telephone number which starts with the number 070 followed by a further 8 digits.

SCHEDULE 2

Regulation 3

CONSTITUTION OF OPHTHALMIC COMMITTEE

1. The Ophthalmic Committee appointed by the Agency, after consultation with the Boards, such organisations as appear to it to represent ophthalmic medical practitioners and ophthalmic opticians and such other bodies as appear to it to be concerned, shall consist of a chairman and such number of other members as the Agency thinks fit.

2. The Chairman shall be an optician appointed by the Department.

3. The term of office of members of the Committee shall be determined by the Agency.

4. Where the place of a member becomes vacant before the expiration of his term of office whether by death, resignation or otherwise, the vacancy shall be filled by the Agency, and any person so appointed shall hold office for the remainder of the term of office of the former member.

5. A member of the Committee may resign his membership by giving to the Agency notice in writing signed by him.

6. Where any member of the Committee—

- (a) is absent from the meetings of the Committee for more than six months consecutively (except for a reason approved by the Agency); or
- (b) has become bankrupt or has made a composition with his creditors; or
- (c) is convicted of an indictable offence;

the Agency shall forthwith by resolution, declare the office to be vacant and shall notify that fact in such manner as it thinks fit and thereupon the office shall become vacant.

7. Where a person who provides any ophthalmic or other professional services under the Order is a member of the Committee he may vote upon any matter which touches the interests of members of his profession (himself included) but shall not vote upon any matter touching only his individual professional interests.

8. The proceedings of the Committee shall not be invalidated by any vacancy in the membership of the Committee or by any defect in the appointment of any of its members.

9. A member of the Committee who is appointed on the nomination of a Board, shall if he is a member of that Board, cease to be a member of the Committee if he ceases to be a member of that Board.

SCHEDULE 3

Regulation 23(1)

REGULATIONS REVOKED

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
<i>Regulations Revoked</i>	<i>References</i>	<i>Extent of Revocation</i>
General Ophthalmic Services Regulations (Northern Ireland) 1986	S.R. 1986 No. 163	The whole regulations
General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 1988	S.R. 1988 No. 110	The whole regulations
General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 1989	S.R. 1989 No. 113	The whole regulations
Central Service Agency Committees (Amendment) Regulations (Northern Ireland) 1989	S.R. 1989 No. 198	Regulation 5
General Ophthalmic Services (Amendment No. 2) Regulations (Northern Ireland) 1989	S.R. 1989 No. 269	The whole regulations
General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 1990	S.R. 1990 No. 191	The whole regulations
Optical Charges and Payments (Miscellaneous Amendments) Regulations (Northern Ireland) 1991	S.R. 1991 No. 115	Regulation 6
General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 1995	S.R. 1995 No. 115	The whole regulations

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Column 1	Column 2	Column 3
Regulations Revoked	References	Extent of Revocation
General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 1996	S.R. 1996 No. 135	The whole regulations
General Ophthalmic Services (Amendment No. 2) Regulations (Northern Ireland) 1996	S.R. 1996 No. 416	The whole regulations
The Health Services (Pilot Schemes: Miscellaneous Provisions and Consequential Amendments) Regulations (Northern Ireland) 1999	S.R. 1999 No. 100	Regulation 8

General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 1999	S.R. 1999 No. 112	The whole regulations
Optical Charges and Payments and General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 1999	S.R. 1999 No. 394	Regulation 3
Optical Charges and Payments and General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 2000	S.R. 2000 No. 51	Regulation 8
General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 2001	S.R. 2001 No. 339	The whole regulations
Optical Charges and Payments and General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 2001	S.R. 2001 No. 370	Regulations 7 to 11
Optical Charges and Payments and General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 2002	S.R. 2002 No. 85	Regulation 6
General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 2003	S.R. 2003 No. 74	The whole regulations
Optical Charges and Payments and General Ophthalmic	S.R. 2003 No. 176	Regulations 8, 9 and 10(2)

Services (Amendment) Regulations (Northern Ireland) 2003		
Optical Charges and Payments and General Ophthalmic Services (Amendment No. 2) Regulations (Northern Ireland) 2003	S.R. 2003 No. 424	Regulation 3
Optical Charges and Payments and General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 2004	S.R. 2004 No. 92	Regulation 6
Optical Charges and Payments and General Ophthalmic Services (Amendment No. 2) Regulations (Northern Ireland) 2004	S.R. 2004 No. 113	Regulation 3
The General Medical Services Transitional and Consequential Provisions (No. 2) (Northern Ireland) Order 2004	S.R. 2004 No. 156	Paragraph 4 of Schedule 1
Travelling Expenses and Remission of Charges and Optical Charges and Payments and General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 2004	S.R. 2004 No. 162	Regulation 3(2)
Optical Charges and Payments and General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 2005	S.R. 2005 No. 71	Regulation 6
General Ophthalmic Services (Amendment) Regulations (Northern Ireland) 2005	S.R. 2005 No. 292	The whole regulations