
STATUTORY INSTRUMENTS

2015 No. 1862

The National Health Service (General Medical Services Contracts) Regulations 2015

PART 5

Contracts: required terms

Parties to the contract

13. A contract must specify—

- (a) the names of the parties to the contract;
- (b) in the case of each party to the contract, the address to which official correspondence and notices should be sent; and
- (c) in the case of a party to the contract which is a partnership—
 - (i) the names of the partners,
 - (ii) whether or not the partnership is a limited partnership, and
 - (iii) in the case of a limited partnership, the status of each partner as a general or a limited partner.

Health service contract

14. If, by virtue of regulation 10 or 11, a contractor is to be regarded as a health service body, the contract must state that it is an NHS contract.

Contracts with individuals practising in partnership

15. Where a contract is with two or more individuals practising in partnership—

- (a) the contract is to be treated as made with the partnership as it is from time to time constituted, and the contract must make specific provision to this effect; and
- (b) the terms of the contract must require the contractor to ensure that any person who becomes a partner in the partnership after the contract has come into force is automatically bound by the contract whether by virtue of a partnership deed or otherwise.

Duration

16.—(1) Except as provided in paragraph (2), a contract must provide for it to subsist until it is terminated in accordance with the terms of the contract or by virtue of the operation of any other legal provision.

(2) The Board may enter into a temporary contract for a period not exceeding 12 months for the provision of services to the former patients of a contractor following the termination of that contractor's contract.

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(3) Either party to a prospective contract to which paragraph (2) applies may, if it so desires, invite the Local Medical Committee (if any) for the area in which it is intended that primary medical services are to be provided by the prospective contractor, to participate in the negotiations intending to lead to such a contract.

Essential services

17.—(1) Subject to paragraph (2), for the purposes of section 85(1) of the Act (requirement to provide certain medical services), the services which must be provided under a contract (“essential services”) are the services described in paragraphs (4), (6), (7) [^{F1}and (9)].

(2) Essential services are not required to be provided by the contractor during any period in respect of which the Care Quality Commission has suspended the contractor as a service provider under section 18 of the Health and Social Care Act 2008 ^{M1} (suspension of registration).

(3) Subject to regulation 20(2)(b) and (c), a contractor must provide the services described in paragraphs (4) and (6) throughout the core hours.

(4) The services described in this paragraph are services required for the management of a contractor's registered patients and temporary residents who are, or believe themselves to be—

- (a) ill, with conditions from which recovery is generally expected;
- (b) terminally ill; or
- (c) suffering from chronic disease,

which are delivered in the manner determined by the contractor's practice in discussion with the patient.

(5) For the purposes of paragraph (4)—

“disease” means a disease included in the list of three-character categories contained in the tenth revision of the International Statistical Classification of Diseases and Related Health Problems ^{M2}; and

“management” includes—

- (a) offering consultation and, where appropriate, physical examination for the purposes of identifying the need, if any, for treatment or further investigation; and
- (b) making available such treatment or further investigation as is necessary and appropriate, including the referral of the patient for other services under the Act and liaison with other health care professionals involved in the patient's treatment and care.

[^{F2}(6) The services described in this paragraph are the provision of appropriate ongoing treatment and care to all of the contractor’s registered patients and temporary residents taking into account their specific needs including—

- (a) advice in connection with the patient’s health and relevant health promotion advice; and
- (b) the referral of a patient for services under the Act,

together with the provision of [^{F3}the services specified in paragraph (6A)].]

[^{F4}(6A) The services mentioned in paragraph (6) are—

- (a) cervical screening services;
- (b) child health surveillance services;
- (c) contraceptive services;
- (d) maternity medical services; and
- (e) vaccine and immunisation services.]

(7) A contractor must provide primary medical services required in core hours for the immediately necessary treatment of any person to whom the contractor has been requested to provide treatment owing to an accident or emergency at any place in the contractor's practice area.

(8) In paragraph (7), “emergency” includes any medical emergency whether or not related to services provided under the contract.

(9) A contractor must provide primary medical services required in core hours for the immediately necessary treatment of any person to whom paragraph (10) applies who requests such treatment for the period specified in paragraph (11).

(10) This paragraph applies to a person if—

- (a) that person's application for inclusion in the contractor's list of patients has been refused in accordance with [^{F5}paragraph 21, 32D or 32F] of Schedule 3, and that person is not registered with another provider of essential services (or their equivalent);
- (b) that person's application for acceptance as a temporary resident has been refused under [^{F6}paragraph 21, 32E or 32G] of Schedule 3; or
- (c) that person is present in the contractor's practice area for a period of less than 24 hours.

(11) The period specified in this paragraph is, in the case of a person to whom—

- (a) paragraph (10)(a) applies, 14 days beginning with the [^{F7}relevant date] or until that person has been subsequently registered elsewhere for the provision of essential services (or their equivalent), whichever occurs first;
- (b) paragraph (10)(b) applies, 14 days beginning with the [^{F8}relevant date] or until that person has been subsequently accepted elsewhere as a temporary resident, whichever occurs first; or
- (c) paragraph (10)(c) applies, 24 hours or such shorter period as the person is present in the contractor's practice area.

[^{F9}(11A) For the purposes of paragraph (11) “relevant date”—

- (a) if the person’s application is refused in accordance with paragraph 32D, 32E, 32F or 32G of Schedule 3, means the later of—
 - (i) the date on which the application is refused, and
 - (ii) the date on which the person returns to the United Kingdom;
- (b) if the person’s application is refused in accordance with paragraph 21 of Schedule 3, means the date on which the application is refused.]

- ^{F10}(12)
- ^{F10}(13)
- ^{F10}(14)
- ^{F10}(15)

Textual Amendments

- F1** Words in [reg. 17\(1\)](#) substituted (1.10.2021) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2021 \(S.I. 2021/995\)](#), [reg. 1\(2\)](#), [Sch. 1 para. 15](#) (with [reg. 3](#))
- F2** [Reg. 17\(6\)](#) substituted (1.10.2019) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2019 \(S.I. 2019/1137\)](#), [regs. 1\(2\)](#), [3](#)

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- F3** Words in reg. 17(6) substituted (1.4.2021) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2021 (S.I. 2021/331), reg. 1(2), **Sch. 1 para. 4(a)**
- F4** Reg. 17(6A) inserted (1.4.2021) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2021 (S.I. 2021/331), reg. 1(2), **Sch. 1 para. 4(b)**
- F5** Words in reg. 17(10)(a) substituted (1.10.2021) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2021 (S.I. 2021/995), reg. 1(2), **Sch. 1 para. 3(2)(a)** (with reg. 3)
- F6** Words in reg. 17(10)(b) substituted (1.10.2021) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2021 (S.I. 2021/995), reg. 1(2), **Sch. 1 para. 3(2)(b)** (with reg. 3)
- F7** Words in reg. 17(11)(a) substituted (1.10.2021) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2021 (S.I. 2021/995), reg. 1(2), **Sch. 1 para. 3(3)(a)** (with reg. 3)
- F8** Words in reg. 17(11)(b) substituted (1.10.2021) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2021 (S.I. 2021/995), reg. 1(2), **Sch. 1 para. 3(3)(b)** (with reg. 3)
- F9** Reg. 17(11A) inserted (1.10.2021) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2021 (S.I. 2021/995), reg. 1(2), **Sch. 1 para. 3(4)** (with reg. 3)
- F10** Reg. 17(12)-(15) omitted (1.4.2021) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2021 (S.I. 2021/331), reg. 1(2), **Sch. 1 para. 4(c)**

Marginal Citations

- M1** 2008 c.14.
- M2** The tenth revision of the International Statistical Classification of Diseases and Related Health Problems is available from the World Health Organisation at <http://www.who.int/classifications/icd/en>. Hard copies are available from the WHO bookshop which is able take orders online at <http://bookorders.who.int/bookorders/index.htm> and can provide a list of distributors in the UK.

Out of hours services

18.—(1) Subject to paragraphs (2) and (3), a contract must provide for the provision by a contractor of out of hours services.

(2) A contractor whose contract includes the provision of out of hours services—

- (a) is only required to provide out of hours services to a patient if, in the contractor's reasonable opinion having regard to the patient's medical condition, it would not be reasonable in all the circumstances for the patient to wait to obtain those services; and
- (b) must, in the provision of out of hours services—
- (i) meet the quality requirements set out in [F11]the Integrated Urgent Care Key Performance Indicators published on 25th June 2018], and
- (ii) comply with any requests for information which it receives from, or on behalf of, the Board about the provision by the contractor of out of hours services to its registered patients in such manner, and before the end of such period, as is specified in the request.

(3) Where a contractor is not required to provide out of hours services under a contract or, by virtue of Part 6, has opted out of the provision of such services under the contract, the contractor must—

- (a) monitor the quality of the out of hours services which are offered or provided to the contractor's registered patients having regard to the [^{F12}Integrated Urgent Care Key Performance Indicators] referred to in paragraph (2)(b), and record, and act appropriately in relation to, any concerns arising;
- (b) record any patient feedback received, including any complaints;
- (c) report to the Board, either at the request of the Board or otherwise, any concerns arising about the quality of the out of hours services which are offered or provided to patients having regard to—
 - (i) any patient feedback received, including any complaints, and
 - (ii) the quality requirements set out in the [^{F13}Integrated Urgent Care Key Performance Indicators] referred to in sub-paragraph (2)(b).

Textual Amendments

- F11** Words in reg. 18(2)(b)(i) substituted (1.10.2018) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2018 \(S.I. 2018/844\)](#), regs. 1(2), **3(a)**
- F12** Words in reg. 18(3)(a) substituted (1.10.2018) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2018 \(S.I. 2018/844\)](#), regs. 1(2), **3(b)**
- F13** Words in reg. 18(3)(c)(ii) substituted (1.10.2018) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2018 \(S.I. 2018/844\)](#), regs. 1(2), **3(c)**

[^{F14}Minor surgery

19.—(1) Subject to Part 6, a contract may provide for the provision by a contractor of minor surgery.

(2) A contract which includes minor surgery must contain a term which requires the contractor to provide such facilities as are necessary to enable the contractor to properly perform that service.]

Textual Amendments

- F14** [Reg. 19](#) substituted (1.10.2021) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2021 \(S.I. 2021/995\)](#), reg. 1(2), **Sch. 1 para. 16** (with reg. 3)

Services: general

20.—(1) A contract must specify—

- (a) the services to be provided;
- (b) subject to paragraph (4), the address of each of the premises to be used by the contractor or any sub-contractor for the provision of such services;
- (c) the persons to whom such services are to be provided;
- (d) the area (the contractor's “practice area”) as respects which persons resident in it are, subject to any other terms of the contract relating to patient registration, entitled to—
 - (i) register with the contractor, or

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- (ii) seek acceptance by the contractor as a temporary resident; and
 - (e) whether, at the date on which the contract comes into force, the contractor's list of patients is open or closed.
- (2) A contract must also—
- (a) state the period (if any) for which the services are to be provided except where those services are—
 - (i) essential services,
 - (ii) [^{F15}minor surgery] funded under the global sum, and
 - (iii) out of hours services;
 - (b) contain a term which requires the contractor to provide—
 - (i) essential services, and
 - (ii) [^{F16}minor surgery] funded under the global sum,
 at such times, within core hours, as are appropriate to meet the reasonable needs of patients; and
 - (c) contain a term which requires the contractor to have in place arrangements for its patients to access essential services and [^{F17}minor surgery] funded under the global sum throughout the core hours in case of emergency.
- (3) A contract—
- (a) may also specify an area, other than the contractor's practice area, which is to be known as the outer-boundary area as respects which a patient who—
 - (i) moves into that outer-boundary area to reside, and
 - (ii) would like to remain on the contractor's list of patients,
 may remain on that list, if the contractor so agrees, notwithstanding that the patient no longer resides in the contractor's practice area; and
 - (b) which specifies an outer-boundary area must also specify that, where a patient remains on the contractor's list of patients as a consequence of sub-paragraph (a), the outer boundary area is to be treated as part of the contractor's practice area for the purposes of the application of any other terms and conditions of the contract in respect of that patient.
- (4) The premises referred to in paragraph (1)(b) do not include—
- (a) the homes of patients; ^{F18} ...
 - (b) any other premises where services are provided on an emergency basis [^{F19}; or
 - (c) premises where services are provided under regulation 20A (services: remote provision outside practice premises).]
- (5) Where, on the date on which the contract is signed, the Board is not satisfied that all or any of the premises specified in accordance with paragraph (1)(b) meet the requirements set out in paragraph 1 of Schedule 3, the contract must include a plan, drawn up jointly by the Board and the contractor, which specifies—
- (a) the steps to be taken by the contractor to bring the premises up to the relevant standard;
 - (b) any financial support that may be available from the Board; and
 - (c) the timescale on which the steps referred to in sub-paragraph (a) are to be taken.
- [^{F20}(6) A contract must specify that where the contractor proposes to provide private services in addition to primary medical services, to persons other than its patients the provision must take place—

- (a) outside of the hours the contractor has agreed to provide primary medical services; and
- (b) on no part of any practice premises in respect of which the Board makes any payments pursuant to the National Health Service (General Medical Services - Premises Costs) Directions 2013 save where the private services are those specified in regulation 24(2B).]

Textual Amendments

- F15** Words in reg. 20(2)(a)(ii) substituted (1.10.2021) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2021 \(S.I. 2021/995\)](#), reg. 1(2), **Sch. 1 para. 17(a)** (with reg. 3)
- F16** Words in reg. 20(2)(b)(ii) substituted (1.10.2021) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2021 \(S.I. 2021/995\)](#), reg. 1(2), **Sch. 1 para. 17(b)** (with reg. 3)
- F17** Words in reg. 20(2)(c) substituted (1.10.2021) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2021 \(S.I. 2021/995\)](#), reg. 1(2), **Sch. 1 para. 17(c)** (with reg. 3)
- F18** Word in reg. 20(4) omitted (1.10.2022) by virtue of [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 3\) Regulations 2022 \(S.I. 2022/935\)](#), reg. 1(b), **Sch. 1 para. 2(a)**
- F19** Reg. 20(4)(c) and word inserted (1.10.2022) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 3\) Regulations 2022 \(S.I. 2022/935\)](#), reg. 1(b), **Sch. 1 para. 2(b)**
- F20** Reg. 20(6) inserted (1.10.2019) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2019 \(S.I. 2019/1137\)](#), regs. 1(2), 4

[^{F21}Services: remote provision outside practice premises

20A.—(1) Without prejudice to regulation 17(7) (essential services) and paragraph 5 of Schedule 3 (attendance outside practice premises), the contractor and any sub-contractor may provide a remote service from a location which does not constitute practice premises, if the requirements in paragraph (2) are met.

- (2) The requirements referred to in paragraph (1) are that—
 - (a) the service is provided from an appropriate location;
 - (b) the service is provided through an appropriate digital or telecommunications method; and
 - (c) the service is appropriate for provision outside of practice premises.
- (3) For the purposes of paragraph (2)(a), a location is not appropriate if—
 - (a) the location or its environment is not conducive to ensuring the confidentiality of patient information, in connection with the service to be provided from that location;
 - (b) the location or its environment is not conducive to ensuring appropriate provision of the service from that location.
- (4) For the purposes of paragraph (2)(b), a digital or telecommunications method is appropriate if it meets—
 - (a) the requirements in the GPIT Operating Model relevant to that method, including any requirements as to software, or
 - (b) requirements which are equivalent in their effect to the relevant requirements in the GPIT Operating Model.

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(5) For the purposes of paragraph (2)(c) the service is not appropriate for provision outside of practice premises if—

- (a) it would not be clinically appropriate for the patient on that occasion; or
- (b) it is otherwise not appropriate to the needs or circumstances of the patient.

(6) For the purposes of paragraph (3)(a), “patient information” means information which relates to the physical or mental health or condition of a patient, to the diagnosis of their condition, to their care and treatment, or information which is to any extent derived, directly or indirectly, from such information.]

Textual Amendments

F21 Reg. 20A inserted (1.10.2022) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 3\) Regulations 2022 \(S.I. 2022/935\)](#), reg. 1(b), **Sch. 1 para. 3**

Membership of a CCG

^{F22}**21.**

Textual Amendments

F22 Reg. 21 omitted (1.7.2022) by virtue of [The Health and Care Act 2022 \(Consequential and Related Amendments and Transitional Provisions\) Regulations 2022 \(S.I. 2022/634\)](#), regs. 1(2), **86(3)**

Certificates

22.—(1) Subject to paragraphs (2) and (3), a contract must contain a term which has the effect of requiring the contractor to issue any medical certificate of a description prescribed in column 1 of Schedule 2 under, or for the purposes of, the enactments specified in relation to that certificate in column 2 of that Schedule if that certificate is reasonably required under or for the purposes of the enactments specified in relation to that certificate.

(2) A certificate referred to in paragraph (1) must be issued free of charge to a patient or to a patient's personal representatives.

(3) A certificate must not be issued where, for the condition to which the certificate relates, the patient is—

- (a) being attended by a medical practitioner who is not—
 - (i) engaged or employed by the contractor,
 - (ii) in the case of a contract with two or more persons practising in a partnership, one of those persons, or
 - (iii) in the case of a contract with a company limited by shares, one of the persons legally or beneficially owning shares in that company; or
- (b) not being treated by or under the supervision of a health care professional.

(4) The exception in paragraph (3)(a) does not apply where the certificate is issued in accordance with regulation 2(1) of the Social Security (Medical Evidence) Regulations 1976 ^{M3} (evidence of incapacity for work, limited capability for work and confinement) or regulation 2(1) of the Statutory Sick Pay (Medical Evidence) Regulations 1985 ^{M4} (medical information).

Marginal Citations

- M3** S.I. 1976/615; as amended by S.I. 1987/409, S.I. 1994/2975, S.I. 1999/3109, S.I. 2001/2931, S.I. 2008/1554 and S.I. 2010/137.
- M4** S.I. 1985/1604; as amended by S.I. 1992/247 and S.I. 2010/137.

[^{F23}Patients who should not be tested for, or vaccinated against, coronavirus: confirmation of exemption

22A.—(1) Subject to paragraph (6), a contract must contain a term which requires the contractor to respond to a valid exemption confirmation request [^{F24}if it is made at a relevant time].

(2) An exemption confirmation request—

- (a) is a request to confirm whether a relevant patient (“P”), for clinical reasons—
- (i) should neither be tested for coronavirus nor vaccinated with an authorised vaccine, or
 - (ii) should not be vaccinated with an authorised vaccine, and
- (b) is valid if it is made in accordance with the process approved by the Secretary of State ^{F25}.

[
^{F26}(2A) A valid exemption confirmation request is made at a relevant time if, at the time the request is made to the contractor—

- (a) legislation in force in England requires a person or class of person to be vaccinated against coronavirus unless they can show that, for clinical reasons, they are exempt from vaccination with an authorised vaccine, or
- (b) guidance issued by, or on behalf of, the Secretary of State provides that a person or class of person should be vaccinated against coronavirus unless they can show that, for clinical reasons, they are exempt from vaccination with an authorised vaccine.]

(3) An exemption confirmation request may be made by—

- (a) P, or
- (b) where P is a person to whom paragraph (4) applies, an appropriate person acting on behalf of P.

(4) This paragraph applies to a person if they—

- (a) are a child, or
- (b) lack the capacity to make a request under paragraph (1).

(5) The contractor must respond to a valid exemption confirmation request [^{F27}made at a relevant time]—

- (a) free of charge to P or the appropriate person, and
- (b) by recording its response on an information hub using a method approved by the Secretary of State.

(6) A contractor is not required to respond to a valid exemption confirmation request if—

- (a) for the medical condition which may mean that P should neither be tested for coronavirus nor vaccinated with an authorised vaccine, or should not be vaccinated with an authorised vaccine, P is being attended by a medical practitioner who is not—
- (i) engaged or employed by the contractor,
 - (ii) in the case of a contract with two or more persons practising in partnership, one of those persons, or

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- (iii) in the case of a contract with a company limited by shares, one of the persons legally or beneficially owning shares in that company, and
- (b) that medical condition is not one to which paragraph (7) applies.
- (7) This paragraph applies to a medical condition if no person with that condition should be—
- (a) tested for coronavirus or vaccinated with an authorised vaccine, or
- (b) vaccinated with an authorised vaccine.
- (8) In this regulation—
- “authorised vaccine” means a medicinal product—
- (a) authorised for supply in the United Kingdom in accordance with a marketing authorisation, or
- (b) authorised by the licensing authority on a temporary basis under regulation 174 of the Human Medicines Regulations 2012 (supply in response to spread of pathogenic agents etc),
- for vaccination against coronavirus;
- “coronavirus” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- “licensing authority”, “marketing authorisation” and “medicinal product” have the meanings given in the Human Medicines Regulations 2012 (see regulations 6, 8 and 2, respectively, of those Regulations);
- “relevant patient” means—
- (a) a registered patient, or
- (b) a temporary resident.]

Textual Amendments

- F23** Reg. 22A inserted (1.10.2021) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2021 (S.I. 2021/995), reg. 1(2), **Sch. 1 para. 13** (with reg. 3)
- F24** Words in reg. 22A(1) inserted (11.7.2022) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2022 (S.I. 2022/687), regs. 1(2), **2(2)(a)**
- F25** Full details of the process will be made available on www.gov.uk before 1st October 2021.
- F26** Reg. 22A(2A) inserted (11.7.2022) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2022 (S.I. 2022/687), regs. 1(2), **2(2)(b)**
- F27** Words in reg. 22A(5) inserted (11.7.2022) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2022 (S.I. 2022/687), regs. 1(2), **2(2)(c)**

Finance

- 23.—**(1) The contract must contain a term which has the effect of requiring payments under the contract to be made promptly and in accordance with—
- (a) the terms of the contract; and
- (b) any other conditions relating to payment contained in directions given by the Secretary of State under section 87 of the Act (GMS contracts: payments) ^{M5}.

(2) The contract must contain a term to the effect that where, in accordance with directions given by the Secretary of State under section 87 (GMS contracts: payments) or section 98A of the Act^{M6} (exercise of functions), the Board is required to make a payment to a contractor under a contract but subject to conditions, those conditions must be a term of the contract.

(3) The obligation referred to in paragraph (1) is subject to any right that the Board may have to set off against an amount payable to the contractor under the contract any amount that—

- (a) is owed by the contractor to the Board under the contract; or
- (b) the Board may withhold from the contractor in accordance with the terms of the contract or any other applicable provisions contained in directions given by the Secretary of State under section 87 of the Act (GMS contracts: payments).

Marginal Citations

M5 See the General Medical Services Statement of Financial Entitlements Directions 2013 which were signed on 27th March 2013, as amended, for the directions given by the Secretary of State under section 87 of the Act. Copies are available at:

<https://www.gov.uk/government/publications/nhs-primary-medical-services-directions-2013>. These directions, and the subsequent amendments, may also be obtained in hard copy form from the Department of Health, Richmond House, 79 Whitehall, London, SW1A 2NS.

M6 Section 98A was inserted by section 49(1) of the [Health and Social Care Act 2012 \(c.7\)](#).

Fees and charges

24.—(1) The contract must contain terms relating to fees and charges which have the same effect as those set out in paragraphs (2) to (4).

(2) The contractor must not, either itself or through any other person, demand or accept from any of its patients a fee or other remuneration for its own benefit or for the benefit of another person in respect of—

- (a) the provision of any treatment whether under the contract or otherwise; or
- (b) a prescription or repeatable prescription for any drug, medicine or appliance,

except in the circumstances set out in regulation 25.

[^{F28}(2A) The contractor must not, either itself or through any other person, demand or accept from any of its patients a fee or other remuneration for its own benefit or for the benefit of another person, for the completion, in relation to the patient's mental health, of—

- (a) a mental health evidence form; or
- (b) any examination of the patient or of the patient's medical record in order to complete the form,

the purpose of which is to assist creditors in deciding what action to take where the debtor has a mental health problem.

(2B) The contractor must not, either itself or through any other person, demand or accept from anyone who is not a patient of the contractor, a fee or other remuneration for its own benefit or for the benefit of another person, for either of the following services provided on practice premises to which regulation 20(6)(b) applies, unless those services are provided outside of core hours—

- (a) for treatment consisting of an immunisation for which the contractor receives no remuneration from the Board when provided to its patients and which is requested in connection with travel abroad; or
- (b) for prescribing or providing drugs or medicines for malaria chemoprophylaxis.]

Status: Point in time view as at 01/10/2022.

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(3) Subject to paragraph (4), where—

(a) a person—

- (i) applies to a contractor for the provision of essential services,
- (ii) claims to be on that contractor's list of patients, and
- (iii) fails to produce a medical card relating to that person on request; and

(b) the contractor has reasonable doubts about that person's claim,

the contractor must give any necessary treatment to that person and may demand and accept from that person a reasonable fee in accordance with regulation 25(e).

(4) Where—

(a) a person from whom the contractor has received a fee under regulation 25(e) applies to the Board for a refund within 14 days from the date of payment of the fee (or within such longer period not exceeding one month as the Board may allow if it is satisfied that the failure to apply within 14 days was reasonable); and

(b) the Board is satisfied that that person was on the contractor's list of patients when the treatment was given,

the Board may recover the amount of the fee from the contractor, by deduction from the contractor's remuneration or otherwise, and must pay the amount recovered to the person who paid the fee.

Textual Amendments

F28 Reg. 24(2A)(2B) inserted (1.10.2019) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2019 \(S.I. 2019/1137\)](#), regs. 1(2), 5

Circumstances in which fees and charges may be made

25. The contractor may demand or accept (directly or indirectly) a fee or other remuneration—

(a) from a statutory body for services rendered for the purposes of that body's statutory functions;

(b) from a body, employer or school for—

- (i) a routine medical examination of persons for whose welfare the body, employer or school is responsible, or
- (ii) an examination of such persons for the purpose of advising the body, employer or school of any administration action that they might take;

(c) for treatment which is not primary medical services or is otherwise required under the contract and which is given—

- (i) at accommodation made available in accordance with the provisions of paragraph 11 of Schedule 6 to the Act (accommodation and services for private patients), or
- (ii) in a registered nursing home which is not providing services under the Act,

if, in either case, the person administering the treatment is serving on the staff of a hospital providing services under the Act as a specialist providing treatment of the kind the patient requires, and if, within seven days of giving the treatment, the contractor or the person giving the treatment supplies the Board, on a form provided by the Board for that purpose, with such information as the Board may require;

(d) under section 158 of the Road Traffic Act 1988 ^{M7} (payment for emergency treatment of traffic casualties);

- (e) when the contractor treats a patient under regulation 24(3), in which case the contractor is entitled to demand and accept a reasonable fee (recoverable in certain circumstances under regulation 24(4)) for any treatment given, if the contractor gives the patient a receipt;
- (f) for attending and examining (but not otherwise treating) a patient—
 - (i) at a police station, at the patient's request, in connection with possible criminal proceedings against the patient,
 - (ii) for the purpose of creating a medical report or certificate, at the request of a commercial, educational or not for profit organisation,
 - (iii) for the purpose of creating a medical report required in connection with an actual or potential claim for compensation by the patient;
- (g) for treatment consisting of an immunisation for which no remuneration is payable by the Board and which is requested in connection with travel abroad;
- (h) for prescribing or providing drugs, medicines or appliances (including a collection of such drugs, medicines or appliances in the form of a travel kit) which a patient requires to have in their possession solely in anticipation of the onset of an ailment or occurrence of an injury while that patient is outside of the United Kingdom but for which that patient is not requiring treatment when the drug, medicine or appliance is prescribed;
- (i) for a medical examination—
 - (i) to enable a decision to be made whether or not it is inadvisable on medical grounds for a person to wear a seat belt, or
 - (ii) for the purpose of creating a report—
 - (aa) relating to a road traffic accident or criminal assault, or
 - (bb) that offers an opinion as to whether the patient is fit to travel;
- (j) for testing the sight of a person to whom none of paragraphs (a) to (e) of section 115(2) of the Act (primary ophthalmic services) applies (including by reason of regulations made under section 115(7) of the Act) ^{M8};
- (k) where the contractor is authorised or required in accordance with arrangements made with the Board under section 126 of the Act ^{M9} (arrangements for pharmaceutical services) and in accordance with regulations made under section 129 of the Act ^{M10} (regulations as to pharmaceutical services) to provide drugs, medicines or appliances to a patient and provides for that patient, otherwise than by way of dispensing services, any Scheduled drug; ^{F29} ...
- (l) for prescribing or providing drugs or medicines for malaria chemoprophylaxis.
- [^{F30}(m) for responding to an exemption confirmation request as defined in regulation 22A(2)(a), if that request is not one which the contractor is required to respond to in accordance with regulation 22A.]

Textual Amendments

- F29** Word in reg. 25(k) omitted (11.7.2022) by virtue of [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2022 \(S.I. 2022/687\)](#), regs. 1(2), **2(3)(a)**
- F30** Reg. 25(m) inserted (11.7.2022) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2022 \(S.I. 2022/687\)](#), regs. 1(2), **2(3)(b)**

Status: Point in time view as at 01/10/2022.

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Marginal Citations

- M7** 1988 c.52. Section 158 was amended by section 20(2) of the [Community Care and Health \(Scotland\) Act 2002 \(asp 5\)](#) and by [S.I. 1995/889](#).
- M8** Section 115 was amended by paragraph 54 of Schedule 4 to the [Health and Social Care Act 2012 \(c.7\)](#) (“the 2012 Act”).
- M9** Section 126 was amended by sections 213(7)(k) and 220(7) of, and paragraph 63 of Schedule 4 to, the 2012 Act.
- M10** Section 129 was amended by section sections 26, 27 and 38 of, and Schedule 6 to, the [Health Act 2009 \(c.21\)](#); section 207(1) to (9) of, and paragraph 66 of Schedule 4 to, the 2012 Act; paragraph 121 of Schedule 9 to the [Protection of Freedoms Act 2012 \(c.9\)](#); and by [S.I. 2007/289](#) and [S.I. 2010/231](#).

Patient participation

26.—(1) The contractor must establish and maintain a group known as a “Patient Participation Group” comprising some of its registered patients for the purposes of—

- (a) obtaining the views of patients who have attended the contractor's practice about the services delivered by the contractor; and
- (b) enabling the contractor to obtain feedback from its registered patients about those services.

(2) The contractor is not required to establish a Patient Participation Group if such a group has already been established by the contractor in accordance with any directions about enhanced services which were given by the Secretary of State under section 98A of the 2006 Act ^{M11} (exercise of functions) before 1st April 2015.

(3) The contractor must make reasonable efforts during each financial year to review the membership of its Patient Participation Group in order to ensure that the Group is representative of its registered patients.

(4) The contractor must—

- (a) engage with its Patient Participation Group, at such frequent intervals throughout the financial year as the contractor must agree with that Group, with a view to obtaining feedback from the contractor's registered patients, in an appropriate and accessible manner which is designed to encourage patient participation, about the services delivered by the contractor; and
- (b) review any feedback received about the services delivered by the contractor, whether by virtue of sub-paragraph (a) or otherwise, with its Patient Participation Group with a view to agreeing with that Group the improvements (if any) which are to be made to those services.

(5) The contractor must make reasonable efforts to implement such improvements to the services delivered by the contractor as are agreed between the contractor and its Patient Participation Group.

Marginal Citations

- M11** Section 98A was inserted by section 49(1) of the [Health and Social Care Act 2012 \(c.7\)](#).

Publication of earnings information

27.—(1) The contractor must publish each year on its practice website [^{F31}or online practice profile] the information specified in paragraph (2).

(2) The information specified in this paragraph is—

- (a) the mean net earnings in respect of the previous financial year of—

- (i) every general medical practitioners who was a party to the contract for a period of at least six months during that financial year, and
 - (ii) every general medical practitioners who was employed or engaged by the contractor to provide services under the contract in the contractor's practice, whether on a full-time or a part-time basis, for a period of at least six months during that financial year; and
- (b) the—
- (i) total number of any general medical practitioners to whom the earnings information referred to in sub-paragraph (a) relates, and
 - (ii) (where applicable) the number of those practitioners who were employed or engaged by the contractor to provide services under the contract in the contractor's practice whether on a full-time or a part-time basis, for a period of at least six months during the financial year to which that information relates.
- (3) The information specified in paragraph (2) must be—
- (a) published by the contractor before the end of the financial year following the financial year to which that information relates; and
 - (b) made available by the contractor in hard copy form on request.
- (4) For the purposes of this regulation, mean net earnings are to be calculated by reference to the earnings of a general medical practitioner that, in the opinion of the Board, are attributable to the performance or provision by the practitioner under the contract of primary medical services, after having disregarded any expenses properly incurred in the course of performing or providing those services.

Textual Amendments

F31 Words in [reg. 27\(1\)](#) substituted (1.4.2020) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2020 \(S.I. 2020/226\)](#), [reg. 1\(2\)](#), [Sch. 1 para. 8](#)

^{F32}Disclosure of information about NHS earnings: contractors and sub-contractors

27A.—(1) A contract which is with a contractor who is an individual medical practitioner or a partnership must contain the term specified in paragraph (2).

- (2) The term is—
- (a) if the contract is with a contractor who is an individual medical practitioner, a term which requires the contractor to comply with the disclosure obligation for each relevant financial year in which—
 - (i) they are a contractor, and
 - (ii) their NHS earnings exceed the relevant threshold;
 - (b) if the contract is with a contractor who is partnership, a term which requires each partnership member to comply with the disclosure obligation for each relevant financial year in which—
 - (i) the partnership is a contractor, and
 - (ii) the partnership member's NHS earnings exceed the relevant threshold.
- (3) In this regulation—

Status: Point in time view as at 01/10/2022.

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- (a) the disclosure obligation, in relation to a relevant financial year, is the requirement for an individual (“I”) to submit the following information for publication to the Health and Social Care Information Centre ^{F33} by the disclosure date—
 - (i) I’s name,
 - (ii) I’s job title,
 - (iii) the details of each organisation from which I has derived NHS earnings in that financial year, and
 - (iv) the amount of I’s NHS earnings for that financial year;
 - (b) ^{F34} ... “relevant financial year” means a financial year ^{F35} ending—
 - (i) on or after 31st March [^{F36}2022], but
 - (ii) on or before 31st March 2024;
 - ^{F37}(ba)
 - (c) “relevant threshold” means—
 - ^{F38}(i)
 - ^{F39}(ii)
 - (iii) for the financial year ending on 31st March 2022, £156,000;
 - (iv) for the financial year ending on 31st March 2023, £159,000;
 - (v) for the financial year ending on 31st March 2024, £163,000.
- [^{F40}(4) For the purposes of paragraph (3)(a) “the disclosure date”, in relation to a relevant financial year, is 30th April in the financial year which begins immediately after the end of the next financial year.]
- (5) For the purposes of paragraph (4) “the next financial year”, in relation to a financial year (“FY1”), is the financial year which begins immediately after the end of FY1 ^{F41}....
- (6) A contract must also include a term which prevents the contractor from sub-contracting any of its obligations to provide clinical services under the contract unless—
- (a) where the sub-contractor is an individual, the sub-contract entered into by the contractor requires the individual to comply with the disclosure obligation for each relevant financial year in which the individual’s NHS earnings exceed the relevant threshold;
 - (b) where the sub-contractor is a partnership, the sub-contract entered into by the contractor requires each sub-contractor partnership member to comply with the disclosure obligation for each relevant financial year in which the sub-contractor partnership member’s NHS earnings exceed the relevant financial threshold;
 - (c) in all cases, the sub-contract prohibits the sub-contractor (“S”) from sub-contracting, where permitted by paragraph 44(9A) of Schedule 3, any of the clinical services S has agreed with the contractor to provide under the sub-contract unless—
 - (i) where the sub-contractor is an individual (“I”), the sub-contract entered into by S requires I to comply with the disclosure obligation for each financial year in which I’s NHS earnings exceed the relevant threshold;
 - (ii) where the sub-contractor is a partnership, the sub-contract entered into by S requires each sub-contractor partnership member of that partnership to comply with the disclosure obligation for each relevant financial year in which the sub-contractor partnership member’s NHS earnings exceed the relevant threshold.
- (7) A contract must also include a term requiring the contractor to use reasonable endeavours to ensure that any relevant sub-contract is amended to contain the terms specified in paragraph (9).

- (8) For the purposes of paragraph (7) “relevant sub-contract” means a sub-contract—
- (a) for the provision of any of the clinical services which the contractor is required to provide under the contract by any other person, and
 - (b) which is in force at the time when [^{F42}the term in paragraph (7) is incorporated into the contract].
- (9) The terms are—
- (a) a term which requires—
 - (i) the sub-contractor (“S”), where S is an individual, or
 - (ii) each sub-contractor partnership member, where S is a partnership,to comply with the disclosure obligation for each relevant financial year in which the individual’s, or as the case may be, sub-contractor partnership member’s NHS earnings exceed the relevant threshold, ^{F43} ...
 - (b) a term which prevents S from sub-contracting obligations to provide clinical services under the contract, where permitted by paragraph 44(9A) of Schedule 3, unless—
 - (i) where the sub-contractor is an individual (“I”), the sub-contract entered into by S requires I to comply with the disclosure obligation in relation to each financial year in which I’s [^{F44}NHS] earnings exceed the relevant threshold;
 - (ii) where the sub-contractor is a partnership, the sub-contract entered into by S requires each sub-contractor partnership member of that partnership to comply with the disclosure obligation in relation to each relevant financial year in which the sub-contractor partnership member’s NHS earnings exceed the relevant threshold [^{F45}, and
 - (c) a term which requires S to use reasonable endeavours to ensure that any sub-contract entered into before the term in sub-paragraph (b) was incorporated into that sub-contract is amended to—
 - (i) include the term in paragraph (i) of sub-paragraph (b) in a sub-contract between S and I, and
 - (ii) include the term in paragraph (ii) of sub-paragraph (b) in a sub-contract between S and a partnership.]
- (10) Nothing in paragraph (6), (7) or (9) requires any individual to comply with the disclosure obligation for any relevant financial year which—
- (a) ends before the individual or partnership (as the case may be) enters into a sub-contract with the contractor or a sub-contractor;
 - (b) begins after the individual’s, or, as the case may be, partnership’s, sub-contract with the contractor or sub-contractor has terminated.
- (11) In this regulation—
- “locum practitioner” has the meaning given in Schedule 15 to the National Health Service Pension Scheme Regulations 2015 ^{F46};
- “NHS earnings” has the meaning given in regulation 27B;
- “partnership member”, in relation to a contractor who is a partnership, means an individual who is a partner in that partnership;
- “sub-contractor” means a person to whom any rights or duties under the contract in relation to clinical matters are, or have been, sub-contracted under paragraph 44(1) of Schedule 3, and includes an individual who is a locum practitioner;

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“sub-contractor partnership member”, in relation to a sub-contractor who is a partnership, means an individual who is a partner in that partnership.]

Textual Amendments

- F32** Regs. 27A, 27B inserted (1.10.2021) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2021 \(S.I. 2021/995\)](#), reg. 1(2), **Sch. 1 para. 1** (with reg. 3)
- F33** The Health and Social Care Information Centre (known as NHS Digital) is a body corporate established under section 252(1) of the Health and Social Care Act 2012. The information must be submitted to NHS Digital through its Strategic Data Collection Service, available at <https://datacollection.sdcs.digital.nhs.uk>.
- F34** Words in reg. 27A(3)(b) omitted (1.10.2022) by virtue of [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 3\) Regulations 2022 \(S.I. 2022/935\)](#), reg. 1(b), **Sch. 1 para. 9(1)(i)**
- F35** “Financial year” is defined in section 275(1) of the National Health Service Act 2006.
- F36** Word in reg. 27A(3)(b)(i) substituted (1.10.2022) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 3\) Regulations 2022 \(S.I. 2022/935\)](#), reg. 1(b), **Sch. 1 para. 9(1)(ii)**
- F37** Reg. 27A(3)(ba) omitted (1.10.2022) by virtue of [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 3\) Regulations 2022 \(S.I. 2022/935\)](#), reg. 1(b), **Sch. 1 para. 9(1)(iii)**
- F38** Reg. 27A(3)(c)(i) omitted (1.10.2022) by virtue of [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 3\) Regulations 2022 \(S.I. 2022/935\)](#), reg. 1(b), **Sch. 1 para. 9(1)(iv)**
- F39** Reg. 27A(3)(c)(ii) omitted (27.4.2022) by virtue of [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2022 \(S.I. 2022/404\)](#), regs. 1(2), **2(2)(a)(iii)**
- F40** Reg. 27A(4) substituted (1.10.2022) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 3\) Regulations 2022 \(S.I. 2022/935\)](#), reg. 1(b), **Sch. 1 para. 9(2)**
- F41** Words in reg. 27A(5) omitted (27.4.2022) by virtue of [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2022 \(S.I. 2022/404\)](#), regs. 1(2), **2(2)(c)**
- F42** Words in reg. 27A(8)(b) substituted (1.10.2022) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 3\) Regulations 2022 \(S.I. 2022/935\)](#), reg. 1(b), **Sch. 1 para. 9(3)**
- F43** Word in reg. 27A(9)(a) omitted (1.10.2022) by virtue of [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 3\) Regulations 2022 \(S.I. 2022/935\)](#), reg. 1(b), **Sch. 1 para. 9(4)**
- F44** Word in reg. 27A(9)(b)(i) inserted (1.10.2022) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 3\) Regulations 2022 \(S.I. 2022/935\)](#), reg. 1(b), **Sch. 1 para. 9(5)**
- F45** Reg. 27A(9)(c) and word inserted (1.10.2022) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 3\) Regulations 2022 \(S.I. 2022/935\)](#), reg. 1(b), **Sch. 1 para. 9(6)**
- F46** S.I. 2015/94.

[^{F47}Disclosure of information about NHS earnings: jobholders

27AA.—(1) In this regulation—

- (a) “disclosure obligation”, “relevant financial year”, “relevant threshold”, “the disclosure date” and “sub-contractor” have the meanings given in regulation 27A;
 - (b) “NHS earnings” has the meaning given in regulation 27B.
- (2) In this regulation and, where applicable, in regulation 27B—
- “contract of engagement” means a contract of employment or other agreement under which a jobholder is engaged;
- “jobholder” means—
- (a) an individual employed by a relevant person;
 - (b) an individual engaged by a relevant person under a contract for services to provide services which enable the relevant person to fulfil its obligations under the contract or sub-contract, as the case may be;
 - (c) an individual engaged by a third party to provide clinical services;
 - (d) where the relevant person is a company, a director or company secretary of that company;
- “relevant person” means—
- (a) the contractor;
 - (b) a sub-contractor;
 - (c) a person to whom the sub-contractor has sub-contracted obligations as permitted by paragraph 44(9A) of Schedule 3 (“P”);
- “third party contract” means a contract or other agreement under which a relevant person is provided with a jobholder to provide clinical services under the contract or sub-contract, as the case may be, and which is between—
- (a) a contractor and a person other than a jobholder or sub-contractor,
 - (b) a sub-contractor and a person other than a jobholder, the contractor, or a person (“P”) to whom the sub-contractor has sub-contracted obligations as permitted by paragraph 44(9A) of Schedule 3, or
 - (c) P and a person other than a jobholder or sub-contractor;
- “third party” is to be construed in accordance with the definition of “third party contract”.
- (3) A contract must contain a term which prevents the contractor from entering into a contract of engagement unless it requires the jobholder to comply with the disclosure obligation for each relevant financial year in which the jobholder’s NHS earnings exceed the relevant threshold.
- (4) A contract must also contain a term which prevents the contractor from sub-contracting any of its obligations to provide clinical services under the contract unless—
- (a) the sub-contract entered into by the contractor requires the sub-contractor (“S”) to—
 - (i) include the term specified in paragraph (6) in any contract of engagement S enters into with a jobholder on or after entering into the sub-contract, and
 - (ii) use reasonable endeavours to include that term in any contract of engagement which S has entered into prior to entering into the sub-contract, and
 - (b) the sub-contract prevents S from sub-contracting to P any of the clinical services S has agreed with the contractor to provide under the sub-contract unless the sub-contract S enters into with P includes the term specified in paragraph (5).
- (5) The term requires P to—
- (a) include the term specified in paragraph (6) in any contract of engagement which P enters into with a jobholder on or after entering into the sub-contract with S, and

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- (b) use reasonable endeavours to include that term in any contract of engagement which P has entered into prior to entering into that sub-contract.
- (6) The term requires the jobholder to comply with the disclosure obligation for each relevant financial year in which the jobholder's NHS earnings exceed the relevant threshold.
- (7) A contract must also contain a term requiring the contractor to use reasonable endeavours to ensure that any contract of engagement, which the contractor entered into before the term in paragraph (3) is incorporated into the contract is amended to include the term specified in paragraph (6).
- (8) A contract must also contain a term requiring the contractor to use reasonable endeavours to ensure that any sub-contract which the contractor entered into before the term in paragraph (4) is incorporated into the contract is amended to include the terms specified in paragraph (9).
- (9) The terms are—
- (a) a term which requires S to—
- (i) include the term specified in paragraph (6) in any contract of engagement S enters into with a jobholder on or after the amendment of the sub-contract,
 - (ii) use reasonable endeavours to include the term specified in paragraph (6) in any contract of engagement which S entered into before the amendment of the sub-contract, and
 - (iii) use reasonable endeavours to include the term specified in paragraph (5) in any sub-contract which S has entered into with P before the amendment of the sub-contract pursuant to paragraph (8);
- (b) a term which prevents S from sub-contracting to P obligations to provide clinical services under the contract unless the sub-contract entered into by S includes the term specified in paragraph (5).
- (10) A contract must also contain a term requiring the contractor to use reasonable endeavours to include in a third party contract (whenever entered into) a term requiring the third party ("T") to include the term specified in paragraph (6) in any contract of engagement to which T is a party.
- (11) A contract must also contain a term which prevents the contractor from sub-contracting any of its obligations to provide clinical services under the contract, unless the sub-contract requires S to use reasonable endeavours to—
- (a) include in a third party contract (whenever entered into) a term requiring T to include the term specified in paragraph (6) in any contract of engagement to which T is a party, and
 - (b) include in any sub-contract between S and P a term requiring P to include in any third party contract (whenever entered into) the term specified in paragraph (12).
- (12) The term is one which requires T to include the term specified in paragraph (6) in any contract of engagement to which T is a party.
- (13) Nothing in this regulation requires a jobholder to comply with the disclosure obligation for any relevant financial year which—
- (a) ends before the jobholder enters into a contract of engagement;
 - (b) begins after the jobholder's contract of engagement has terminated.]

Textual Amendments

- F47** [Reg. 27AA](#) inserted (1.10.2022) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 3\) Regulations 2022 \(S.I. 2022/935\)](#), reg. 1(b), [Sch. 1 para. 10](#)

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[^{F32}Calculation of NHS earnings for the purposes of [^{F48}regulations 27A and 27AA]

27B.—(1) This regulation sets out how an individual’s NHS earnings are to be calculated for the purposes of [^{F49}regulations 27A and 27AA].

(2) An individual’s NHS earnings for a relevant financial year are those earnings which constitute relevant income in respect of that financial year.

(3) In this regulation “relevant income”—

(a) in relation to an individual who is an active member of the Scheme and is a medical practitioner (other than a locum practitioner) or a non-GP provider, means income (including any form of remuneration and any salary, wages, fees, director’s remuneration or dividends) which is practitioner income as determined under Schedule 10 to the NHS Pension Scheme Regulations, as modified in accordance with paragraph (4), in respect of the financial year in question;

(b) in relation to a person (“P”) who is an active member of the Scheme and a locum practitioner, means—

(i) any income which is locum practitioner income as determined under paragraph 7 of Schedule 10 to the NHS Pension Scheme Regulations in respect of the financial year in question, and

(ii) any [^{F50}other] income (including any form of remuneration and salary, wages, fees, director’s remuneration or dividends) received by P in the financial year in question from any organisation which would have been treated as practitioner income under Schedule 10 to the NHS Pension Scheme Regulations, as modified in accordance with paragraph (4), if P had been a medical practitioner but not a locum practitioner;

[in relation to a jobholder who does not fall within sub-paragraph (a) or (b), means—

^{F51}(ba) (i) any remuneration, salary, wages, fees, director’s remuneration or dividends received in respect of the financial year in question under the contract of engagement and any other contract of engagement under which the jobholder provides services in respect of a contract or an agreement for primary medical services made under section 83(2) or 92 of the Act, and

(ii) any other income which would be treated as practitioner income under Schedule 10 to the NHS Pension Scheme Regulations as modified in accordance with paragraph (4) in respect of the financial year in question if the jobholder—

(aa) were an active member of the scheme, and

(bb) a medical practitioner or non-GP provider;]

(c) in relation to any other person (“P”), means income (including any form of remuneration and any salary, wages, fees, director’s remuneration or dividends) received by P in the financial year in question from any organisation which would have been treated as practitioner income under Schedule 10 to the NHS Pension Scheme Regulations, as modified in accordance with paragraph (4), if P had been—

(i) an active member of the Scheme, and

(ii) a medical practitioner or non-GP provider.

(4) For the purposes of determining a person’s relevant income under paragraph (3)(a), (b)(ii) or (c), Schedule 10 to the NHS Pension Scheme Regulations applies as if the following provisions of that Schedule were omitted—

(a) paragraph 2(1)(b) and the “and” immediately preceding it, [^{F52}and]

(b) paragraph 3, ^{F53} ...

Status: Point in time view as at 01/10/2022.

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^{F54}(c)

^{F55}(4A) For the purposes of this regulation, where a contractor has sub-contracted any obligations under the contract, any payments made—

- (a) under the sub-contract, or
- (b) under any sub-contract which the sub-contractor has entered into with another person, as permitted by paragraph 44(9A) of Schedule 3,

are to be treated as income derived from the contract.]

(5) In this regulation—

“the NHS Pension Scheme Regulations” means the National Health Service Pension Scheme Regulations 2015 ^{F56} and “active member”, “locum practitioner”, “medical practitioner”, “member” and “non-GP provider” have the meanings given for the purposes of those Regulations;

“relevant financial year” has the meaning given in regulation 27A;

“the Scheme” means the National Health Service Pension Scheme established by the NHS Pension Scheme Regulations.]

Textual Amendments

- F32** Regs. 27A, 27B inserted (1.10.2021) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2021 (S.I. 2021/995), reg. 1(2), **Sch. 1 para. 1** (with reg. 3)
- F48** Words in reg. 27B heading substituted (1.10.2022) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 1 para. 11(a)**
- F49** Words in reg. 27B(1) substituted (1.10.2022) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 1 para. 11(b)**
- F50** Word in reg. 27B(3)(b)(ii) inserted (1.10.2022) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 1 para. 11(c)(i)**
- F51** Reg. 27B(3)(ba) inserted (1.10.2022) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 1 para. 11(c)(ii)**
- F52** Word in reg. 27B(4)(a) inserted (1.10.2022) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 1 para. 11(d)(i)**
- F53** Word in reg. 27B(4)(b) omitted (1.10.2022) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 1 para. 11(d)(ii)**
- F54** Reg. 27B(4)(c) omitted (1.10.2022) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 1 para. 11(d)(iii)**
- F55** Reg. 27B(4A) inserted (1.10.2022) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022 (S.I. 2022/935), reg. 1(b), **Sch. 1 para. 11(e)**
- F56** S.I. 2015/94.

Sub-contracting

28. A contract must contain terms which prevent a contractor from sub-contracting any of its obligations to provide clinical services under the contract except in the circumstances provided for by Part 5 of Schedule 3.

Variation of contracts

29.—(1) Subject to paragraph (2), a variation of, or amendment to, the contract may only be made in the circumstances provided for in Part 8 of Schedule 3.

(2) Paragraph (1) does not prevent a variation of, or amendment to, a contract in the circumstances provided for in—

- (a) regulation 30;
- (b) Part 6; and
- (c) paragraphs 44(8), 45(9), 57, 58 and 72 of Schedule 3.

[^{F57}Variation of contracts: integrated care provider contracts

29A. Schedule 3A has effect in relation to the variation of a contract in circumstances where the contractor wishes to perform or provide primary medical services under an integrated care provider contract as described in paragraph 3 of that Schedule.]

Textual Amendments

F57 Reg. 29A inserted (1.4.2019) by [The Amendments Relating to the Provision of Integrated Care Regulations 2019 \(S.I. 2019/248\)](#), regs. 1(1), **29**

Variation of contracts: registered patients from outside practice area

30.—(1) A contractor may accept onto its list of patients a person who resides outside of the contractor's practice area.

(2) Subject to paragraphs (5) and (6), the terms of the contractor's contract specified in paragraph (3) must be varied so as to require the contractor to provide to the person any services which the contractor is required to provide to its registered patients under the contract as if the person resided within the contractor's practice area.

(3) The terms of the contract specified in this paragraph are—

- (a) the terms under which the contractor is to provide essential services;
- (b) the terms under which the contractor is required to provide for arrangements to access services throughout core hours;
- (c) the terms under which the contractor is required to provide out of hours services; and
- (d) the terms which give effect to the following provisions of Schedule 3 (other contractual terms)—
 - (i) paragraph 4(1) (attendance at practice premises),
 - (ii) paragraph 5(2)(a) (attendance outside practice premises), and
 - (iii) paragraph 21(2) (refusal of applications for inclusion in list of patients).

(4) Where, under paragraph (1), a contractor accepts onto its list of patients a person who resides outside of the contractor's practice area and the contractor subsequently considers that it is not clinically appropriate or practical to continue to provide that patient with services in accordance with

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the terms specified in paragraph (3), or to comply with those terms, the contract must be varied so as to include a term which has the effect of modifying the application of paragraph 24 of Schedule 3 (which relates to the removal of a patient from the list at the contractor's request) in relation to that patient so that—

- (a) in sub-paragraph (1), the reference to the patient's disability or medical condition is removed; and
- (b) sub-paragraph (4) applies as if, after paragraph (a), there were inserted the following paragraph—

“(aa) the reason for the removal is that the contractor considers that it is not clinically appropriate or practical to continue to provide services under the contract to the patient which do not include the provision of such services at the patient's home address.”.

(5) Where the contractor is required to provide services to a patient in accordance with arrangements made under paragraph (1), the contract must also be varied so as to include terms which have the effect of releasing the contractor and the Board from all obligations, rights and liabilities relating to the terms specified in paragraph (3) (including any right to enforce those terms) where, in the opinion of the contractor, it is not clinically appropriate or practical under those arrangements to—

- (a) provide the services in accordance with those terms; or
- (b) comply with those terms.

(6) The contract must also include a term which has the effect of requiring the contractor to give notice in writing to a person, where the contractor is minded to accept that person on its list of registered patients in accordance with arrangements made under paragraph (1), that the contractor is under no obligation to provide—

- (a) essential services if, at the time treatment is required, it is not clinically appropriate or practical to provide primary medical services given the particular circumstances of the patient;
- (b) out of hours services if, at the time treatment is required, it is not clinically appropriate or practical to provide such services given the particular circumstances of the patient; or
- (c) [^{F58}minor surgery] to the patient if it is not clinically appropriate or practical to provide [^{F59}that service] given the particular circumstances of the patient.

Textual Amendments

- F58** Words in [reg. 30\(6\)\(c\)](#) substituted (1.10.2021) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2021 \(S.I. 2021/995\)](#), [reg. 1\(2\)](#), [Sch. 1 para. 18\(a\)](#) (with [reg. 3](#))
- F59** Words in [reg. 30\(6\)\(c\)](#) substituted (1.10.2021) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2021 \(S.I. 2021/995\)](#), [reg. 1\(2\)](#), [Sch. 1 para. 18\(b\)](#) (with [reg. 3](#))

Termination of a contract

31.—(1) A contract may only be terminated in the circumstances provided for by Part 8 of Schedule 3.

(2) A contract must make suitable provision for the arrangements which are to have effect on termination of the contract, including the consequences (whether financial or otherwise) of the contract ending.

Other contractual terms

32.—(1) Subject to paragraph (2), a contract must also contain provisions which are equivalent in their effect to the provisions set out in Parts 6 to 14 of, and Schedules 1 to 3 to, these Regulations, unless the contract is of a type or nature to which a particular provision does not apply.

(2) The requirement in paragraph (1) does not apply to the provisions specified in—

- (a) regulation 83(5) to (15);
- (b) regulation 84; and
- (c) paragraphs 41(5) to (9) and 42(5) to (17) of Schedule 3,

which are to have effect in relation to the matters set out in those provisions.

[^{F60}Suspension of contract terms or of enforcement of contract terms while a disease is or in anticipation of a disease being imminently pandemic etc.

32A.—(1) Any term that is part of a contract as a consequence of action taken under this Part, or by agreement between the parties or by virtue of regulation 47(2) of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 (terms of service of dispensing doctors: general) is temporarily not part of that contract, in the particular circumstances mentioned in sub-paragraph (c)(ii) and during the period mentioned in sub-paragraph (c)(iii), in the following circumstances—

(a) as a consequence of a disease being, or in anticipation of a disease being imminently—

- (i) pandemic, and
- (ii) a serious risk or potentially a serious risk to human health,

the Board with the agreement of the Secretary of State has made an announcement in respect of the prioritisation of services to be provided in, or in any part of, England as part of the health service;

(b) the prioritisation is in order to assist in the management of the serious risk or potentially serious risk to human health;

(c) as part of the announcement, the Board with the agreement of the Secretary of State has issued advice to the effect that contractors are not to comply with a specified type of term of general medical services contracts—

- (i) in the area to which the announcement relates,
- (ii) in the particular circumstances specified in the announcement, and
- (ii) during the period specified in the announcement; and

(d) the contractor is situated in the area to which the announcement relates and compliance with the term (it being of the specified type) would, but for the effect of this paragraph, be a requirement of the contractor's contract.

(2) The Board must not take enforcement action, as provided for in a contract, in respect of a breach of a term of the contract in the following circumstances—

(a) as a consequence of a disease being, or in anticipation of a disease being imminently—

- (i) pandemic, and
- (ii) a serious risk or potentially a serious risk to human health,

the Board with the agreement of the Secretary of State has made an announcement in respect of the prioritisation of services to be provided in, or in any part of, England as part of the health service;

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- (b) the prioritisation is in order to assist in the management of the serious risk or potentially serious risk to human health;
- (c) as part of the announcement, the Board with the agreement of the Secretary of State has issued advice to the effect that contractors need not comply with a specified type of term of general medical services contracts—
 - (i) in the area to which the announcement relates,
 - (ii) in the particular circumstances specified in the announcement, and
 - (ii) during the period specified in the announcement; and
- (d) the contractor—
 - (i) is situated in the area to which the announcement relates, and
 - (ii) has not complied with the term (it being of the specified type) in the particular circumstances mentioned in sub-paragraph (c)(ii) and during the period mentioned in sub-paragraph (c)(iii).]

Textual Amendments

F60 Reg. 32A inserted (27.3.2020) by [The National Health Service \(Amendments Relating to the Provision of Primary Care Services During a Pandemic etc.\) Regulations 2020 \(S.I. 2020/351\)](#), regs. 1(2), **15**

Status:

Point in time view as at 01/10/2022.

Changes to legislation:

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