

STATUTORY INSTRUMENTS

2015 No. 1879

The National Health Service (Personal Medical Services Agreements) Regulations 2015

PART 1 **E+W**

General

Citation and commencement **E+W**

1.—(1) These Regulations may be cited as the National Health Service (Personal Medical Services Agreements) Regulations 2015.

(2) They come into force on 7th December 2015.

Application **E+W**

2. These Regulations apply to an agreement—

(a) to which the National Health Service (Personal Medical Services Agreements) Regulations 2004 ^{M1} applied immediately before the date on which these Regulations come into force; or

(b) which is entered into between a contractor and [^{F1}NHS England] on or after that date.

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Marginal Citations

M1 [S.I. 2004/627](#); as amended by [S.I. 2004/906](#) and 2694, [S.I. 2005/893](#), 3315 and 3491, [S.I. 2006/1501](#), [S.I. 2007/3491](#), [S.I. 2008/1700](#), [S.I. 2009/309](#), 2205 and 2230, [S.I. 2010/22](#), 231, 234, 578 and 1621, [S.I. 2012/970](#), 1479, 190, 1916 and 2404, [S.I. 2013/363](#), [S.I. 2014/465](#), 1887 and 2721 and [S.I. 2015/196](#) and 915. [S.I. 2004/627](#) is revoked by regulation 90 of, and Schedule 4 to, these Regulations.

Interpretation **E+W**

3. In these Regulations—

“the Act” means the National Health Service Act 2006;

“2004 Regulations” means the National Health Service (Personal Medical Services Agreements) Regulations 2004;

“adjudicator” means the Secretary of State or a person or persons appointed by the Secretary of State under section 9(8) of the Act ^{M2} (NHS contracts) or under regulation 76(5)(b);

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[^{F2}“advanced electronic signature” means an electronic signature which meets the following requirements—

- (a) it is uniquely linked to the signatory;
- (b) it is capable of identifying the signatory;
- (c) it is created using electronic signature creation data that the signatory can, with a high level of confidence, use under the signatory's sole control; and
- (d) it is linked to the data signed in such a way that any subsequent change in the data is detectable;]

“agreement”, except in regulation 88 [^{F3}or in the definitions of “contract of engagement” and “third party contract” in regulation 21AA], means an agreement for primary medical services made under section 92 of the Act ^{M3} (arrangements by [^{F1}NHS England] for the provision of primary medical services);

“appliance” means an appliance which is included in a list for the time being approved by the Secretary of State for the purposes of section 126 of the Act ^{M4} (arrangements for pharmaceutical services);

[^{F4}“appropriate person”—

- (a) in relation to a person who has not attained the age of 16 years, means a person mentioned in paragraph 17(4)(a)(i), (ii) or (iii) of Schedule 2;
- (b) in relation to a person who lacks capacity—
 - (i) to make an application or provide information to, to accept an offer from, or otherwise communicate with, the contractor, or
 - (ii) to authorise the making of an application or provision of information to, the acceptance of an offer from, or other communication with, the contractor on their behalf,

means a person mentioned in paragraph 17(4)(b)(i), (ii), (iii) or (iv) of Schedule 2;]

“armed forces GP” means a medical practitioner, who is employed on a contract of service by the Ministry of Defence, whether or not as a member of the armed forces of the Crown;

“armed forces of the Crown” means the forces that are “regular forces” or “reserve forces” within the meaning given in section 374 of the Armed Forces Act 2006 ^{M5};

“assessment panel” means the panel appointed by [^{F1}NHS England] for the purposes of making determinations under paragraph 40(3) of Schedule 2;

[^{F5}“authorised person”, in relation to a patient, is a person who is entitled to make an application for pharmaceutical services on behalf of the patient by virtue of regulation 116(a) to (c) of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 (authorised persons to apply for services);]

“bank holiday” means any day that is specified or proclaimed as a bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971 ^{M6} (bank holidays);

“batch issue” means a form, in the format required by [^{F1}NHS England] and approved by the Secretary of State, which—

- (a) is issued by a repeatable prescriber at the same time as a non-electronic repeatable prescription to enable a chemist or person who provides dispensing services to receive payment for the provision of repeat dispensing services;
- (b) relates to a particular non-electronic repeatable prescription and contains the same date as that prescription;

- (c) is generated by a computer and not signed by a repeatable prescriber;
- (d) is issued as one of a sequence of forms, the number of which is equal to the number of occasions on which the drugs, medicines or appliances ordered on the non-electronic repeatable prescription may be provided; and
- (e) has included on it a number denoting its place in the sequence referred to in paragraph (d);

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...

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...

“CCT” means a certificate of completion of training awarded under section 34L(1) of the Medical Act 1983 (award and withdrawal of a Certificate of Completion of Training) ^{F8}...;

“charity trustee” means one of the persons having the general control, management and administration of a charity;

“chemist” means—

- (a) a person lawfully conducting a retail pharmacy business in accordance with section 69 of the Medicines Act 1968 ^{M7} (general provisions); or
- (b) a supplier of appliances,

who is included in the list held by [^{F1}NHS England] under section 129 of the Act ^{M8} (regulations as to pharmaceutical services), or a local pharmaceutical services scheme made under Schedule 12 to the Act (LPS Schemes);

“child” [^{F9}, other than in Part 2A of Schedule 2,] means a person who has not attained the age of 16 years;

“chiroprapist or podiatrist independent prescriber” means a person who—

- (a) is engaged or employed by a party to the agreement; and
- (b) is registered in Part 2 of the register maintained under article 5 of the [^{F10}Health Professions Order 2001]^{M9} (establishment and maintenance of register), and against whose name in that register is recorded an annotation signifying that the chiroprapist or podiatrist is qualified to order drugs, medicines and appliances as a chiroprapist or podiatrist independent prescriber;

“clinical services” means medical services under the agreement which relate to the actual observation and treatment of patients;

“closed”, in relation to a contractor's list of patients, means closed to applications for inclusion in the list of patients other than from immediate family members of registered patients;

“contractor”, except in regulation 5, means a person or persons other than [^{F1}NHS England] who is a party, or who are parties, to the agreement;

[^{F11}“contractor's EPS phase 4 date” means the date, encoded within the Electronic Prescription Service software, which is the date that a contractor has agreed is to be the date on and after which the contractor's prescribers are to use the Electronic Prescription Service for all eligible prescriptions;]

“contractor's list of patients” means the list prepared and maintained by [^{F1}NHS England] under paragraph 13 of Schedule 2;

“core hours” means [^{F12}, subject to regulation 3A(1),] the period beginning at 8.00am and ending at 6.30pm on any day from Monday to Friday except Good Friday, Christmas Day or bank holidays;

[^{F13}“directly bookable appointment” means an appointment of a type which, in line with the guidance entitled “Directly bookable appointments – guidance for practices” issued by NHS

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England, is available for booking by a registered patient or an appropriate person on their behalf;]

“dispenser” means a chemist, medical practitioner or contractor whom a patient would like to dispense the patient's electronic prescriptions;

“dispensing services” means the provision of drugs, medicines or appliances that may be provided as pharmaceutical services by a medical practitioner in accordance with arrangements under section 126 (arrangements for pharmaceutical services) and section 132 (persons authorised to provide pharmaceutical services) of the Act ^{M10};

“Drug Tariff” means the publication known as the Drug Tariff which is published by the Secretary of State and which is referred to in section 127(4) of the Act ^{M11} (arrangements for additional pharmaceutical services);

“electronic communication” has the meaning given in section 15 of the Electronic Communications Act 2000 ^{M12} (general interpretation);

“electronic prescription” means an electronic prescription form or an electronic repeatable prescription;

“electronic prescription form” means a prescription form which falls within paragraph (b) of the definition of “prescription form”;

“Electronic Prescription Service” means the service of that name which is managed by [F14NHS England];

“electronic repeatable prescription” means a prescription which falls within paragraph (b) of the definition “repeatable prescription”;

[F15“electronic signature” means data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign;

“electronic signature creation data” means unique data which is used by the signatory to create an electronic signature;]

[F16“English health service medicine” means a medicinal product used to any extent for the purposes of the health service continued under section 1(1) of the Act;]

[F17“EPS token” means a form (which may be an electronic form), approved by the Secretary of State, which—

- (a) is issued by a prescriber at the same time as an electronic prescription is created; and
- (b) has a barcode that enables the prescription to be dispensed by a provider of pharmaceutical services that is able to use the Electronic Prescription Service for the purposes of dispensing prescriptions, in circumstances where the provider is not dispensing the prescription as a nominated dispenser;]

“essential services” means the services required to be provided in accordance with regulation 17 of the General Medical Services Contracts Regulations;

“financial year” has the meaning given in section 275(1) of the Act (interpretation);

“general medical practitioner” means a medical practitioner whose name is included in the General Practitioner Register kept by the General Medical Council under section 2 of the Medical Act 1983 ^{M13} (registration of medical practitioners);

“General Medical Services Contracts Regulations” means the National Health Service (General Medical Services Contracts) Regulations 2015 ^{M14};

[F18“GPIT Operating Model” means the document entitled “Securing Excellence in Primary Care (GP) Digital Services: The Primary Care (GP) Digital Services Operating Model 2021-23 V5” issued by NHS England;]

“GP Specialty Registrar” means a general medical practitioner who is being trained in general practice by a general medical practitioner who is approved under section 34I(1)(c) of the Medical Act 1983 ^{M15} (postgraduate education and training: approvals) for the purpose of providing training in accordance with that section, whether as part of training leading to a CCT or otherwise;

“Health and Social Services Board” means a Health and Social Services Board established under article 16 the Health and Social Services (Northern Ireland) Order 1972 ^{M16} (establishment of Health and Social Services Boards);

“Health and Social Services Trust” means a Health and Social Services Trust established under article 10 of the Health and Personal Services (Northern Ireland) Order 1991 ^{M17} (ancillary services);

“Health Board” means a Health Board established under section 2 of the National Health Service (Scotland) Act 1978 ^{M18} (Health Boards);

“health care professional” has the meaning given in section 108 of the Act ^{M19} (participants in section 107 arrangements) and “health care profession” is to be construed accordingly;

“health service body” has the meaning given in section 9(4) of the Act ^{M20} (NHS contracts);

“home oxygen order form” means a form provided by [F1NHS England] and issued by a health care professional to authorise a person to supply home oxygen services to a patient requiring oxygen therapy at home;

“home oxygen services” means any of the following forms of oxygen therapy or supply—

- (a) ambulatory oxygen supply;
- (b) urgent supply;
- (c) hospital discharge supply;
- (d) long term oxygen therapy; and
- (e) short burst oxygen therapy;

“immediate family member” means—

- (a) a spouse or civil partner;
- (b) a person whose relationship with the registered patient has the characteristics of the relationship between spouses;
- (c) a parent or step-parent;
- (d) a son or daughter;
- (e) a child of whom the registered patient is—
 - (i) the guardian, or
 - (ii) the carer duly authorised by the local authority to whose care the child has been committed under the Children Act 1989 ^{M21}; or
- (f) a grandparent;

“independent nurse prescriber” means a person—

- (a) who is either engaged or employed by the contractor or who is a party to the agreement;
- (b) who is registered in the Nursing and Midwifery Register; and
- (c) against whose name in that register is recorded an annotation signifying that that person is qualified to order drugs, medicines and appliances as a community practitioner nurse prescriber, a nurse independent prescriber or as a nurse independent/supplementary prescriber;

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[^{F19}“integrated care board” means an integrated care board established under Chapter A3 of Part 2 of the Act;]

“licensing body” means a body that licenses or regulates a profession;

^{F20} ...

^{F20} ...

[^{F21}“listed prescription items” means the prescription items mentioned in regulation 13(1) of the National Health Service (Charges for Drugs and Appliances) Regulations 2015 (exemption from charges: risks to public health);]

[^{F21}“listed prescription items voucher” means a form which—

- (a) is provided or approved by [^{F1}NHS England] for the purposes of ordering a prescription item mentioned in regulation 13(1) of the National Health Service (Charges for Drugs and Appliances) Regulations 2015; and
- (b) may be an electronic form sent or to be sent via a secure service approved for this purpose by [^{F1}NHS England];]

“Local Health Board” means a body established under section 11 of the National Health Service (Wales) Act 2006 ^{M22} (Local Health Boards);

“Local Medical Committee” means a committee recognised by [^{F1}NHS England] under section 97 of the Act ^{M23} (local medical committees);

^{F22} ...

“medical performers list” means the list of medical practitioners maintained and published by [^{F1}NHS England] in accordance with section 91 of the Act ^{M24} (persons performing medical services);

“Medical Register” means the registers kept under section 2 of the Medical Act 1983 ^{M25} (registration of medical practitioners);

“national disqualification” means—

- (a) a decision made by the First-tier Tribunal under section 159 of the Act ^{M26} (national disqualification) or under regulations corresponding to that section made under—
 - (i) section 91(3) of the Act (persons performing primary medical services),
 - (ii) section 106(3) of the Act (persons performing primary dental services),
 - (iii) section 123(3) of the Act (persons performing primary ophthalmic services), and
 - (iv) section 145, 146 or 147A (performers of pharmaceutical services and assistants), of the Act ^{M27}; or
- (b) a decision under provisions in force in Wales, Scotland or Northern Ireland corresponding to section 159 of the Act (national disqualification);

“NHS contract” has the meaning given in section 9 of the Act ^{M28} (NHS contracts);

“NHS dispute resolution procedure” means the procedure for the resolution of disputes specified—

- (a) in Part 13; or
- (b) in a case to which paragraph 41 of Schedule 2 applies, in that paragraph;

[^{F23}“NHS England” means the body corporate established under section 1H of the Act;]

“NHS foundation trust” has the meaning given in section 30 of the Act ^{M29} (NHS foundation trusts);

“NHS trust” means a body established under section 25 of the Act ^{M30} (NHS trusts);

“nominated dispenser” means a chemist, medical practitioner or contractor who has been nominated in respect of a patient where the details of that nomination are held in respect of that patient in the Patient Demographics Service which is operated by ^{F14}NHS England];

“non-electronic prescription form” means a prescription form which falls within paragraph (a) of the definition of “prescription form”;

“non-electronic repeatable prescription” means a prescription form for the purpose of ordering a drug, medicine or appliance which—

- (a) is provided by ^{F1}NHS England], a local authority or the Secretary of State;
- (b) is issued, or is to be issued, by the prescriber;
- (c) indicates that the drug, medicine or appliance ordered may be provided more than once; and
- (d) specifies, or is to specify, the number of occasions on which the drug, medicine or appliance may be provided;

“normal hours” means those days and hours on which and the times at which services under the agreement are normally made available and may be different for different services;

“Nursing and Midwifery Register” means the register maintained by the Nursing and Midwifery Council under article 5 of the Nursing and Midwifery Order 2001 ^{M31} (establishment and maintenance of register);

^{F24}“online consultation tool” has the meaning given in regulation 64ZD;]

^{F25}“online practice profile” has the meaning given in regulation 66(7);]

“open”, in relation to a contractor's list of patients, means open to applications from patients in accordance with paragraph 17 of Schedule 2;

“optometrist independent prescriber” means a person—

- (a) who is registered in the register of optometrists maintained under section 7(a) of the Opticians Act 1989 ^{M32} (register of opticians); and
- (b) against whose name is recorded an annotation signifying that that person is qualified to order drugs, medicines and appliances as an optometrist independent prescriber;

“out of hours period” means ^{F26}subject to regulation 3A(2)]—

- (a) the period beginning at 6.30pm on any day from Monday to Thursday and ending at 8.00am on the following day;
- (b) the period beginning at 6.30pm on Friday and ending at 8.00am on the following Monday; and
- (c) Good Friday, Christmas Day and bank holidays,

and “part” of an out of hours period means any part of any one or more of the periods described in paragraphs (a) to (c);

“out of hours services” means the services required to be provided in all or part of the out of hours period which would be essential services if provided by a contractor to its registered patients in core hours;

^{F27}“paramedic independent prescriber” means a person—

- (a) who is either engaged or employed by the contractor or who is a party to the agreement;

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(b) who is registered in the register maintained by the Health and Care Professions Council under article 5 of the [^{F28}Health Professions Order 2001] (establishment and maintenance of register); and

(c) against whose name in that register is recorded an annotation signifying that that person is qualified to order drugs, medicines or appliances as a paramedic independent prescriber;]

“parent” includes, in relation to any child, an adult who, in the opinion of the contractor, is for the time being discharging in respect of that child the obligations normally attaching to a parent in respect of their child;

“patient” means—

(a) a registered patient;

(b) a temporary resident;

(c) persons to whom the contractor is required to provide immediately necessary treatment as part of its obligation to provide essential services; and

(d) any other person to whom the contractor has agreed to provide services under the agreement; and

(e) any person in respect of whom the contractor is responsible for the provision of out of hours services;

“performer” means a performer of medical services under the agreement to whom the provisions of Part 8 of these Regulations applies;

“pharmacist independent prescriber” means a person who—

(a) is either engaged or employed by the contractor or is a party to the agreement;

(b) is registered in Part 1 of the register maintained under article 19 of the Pharmacy Order 2010 ^{M33} (establishment, maintenance and access to the Register), or the register maintained under article 6 (the registers) and 9 (the Registrar) of the Pharmacy (Northern Ireland) Order 1976 ^{M34}; and

(c) against whose name in that register is recorded an annotation signifying that that person is qualified to order drugs, medicines and appliances as a pharmacist independent prescriber;

“physiotherapist independent prescriber” means a person who is—

(a) engaged or employed by the contractor or is a party to the agreement; and

(b) registered in Part 9 of the register maintained under article 5 of the [^{F29}Health Professions Order 2001]^{M35} (establishment and maintenance of register), and against whose name in that register is recorded an annotation signifying that that person is qualified to order drugs, medicines and appliances as a physiotherapist independent prescriber;

“post-registration programme” means a programme that is for the time being recognised by the General Medical Council under regulation 10A of the Medical Act 1983 ^{M36} (programmes for provisionally registered doctors) as providing registered doctors with an acceptable foundation for future practise as a fully registered medical practitioner;

“practice” means the business operated by the contractor for the purpose of delivering services under the agreement;

“practice area” means the area specified in the agreement as the area in which essential services are to be provided;

“practice leaflet” means a leaflet drawn up in accordance with regulation 71;

“practice premises” means an address specified in the agreement as one at which services are to be provided under the agreement;

[^{F30}“practice website” means [^{F31}a] website through which the contractor advertises the primary medical services it provides;]

[^{F32}“prescriber” means—

- (a) a chiropodist or podiatrist independent prescriber;
- (b) an independent nurse prescriber;
- (c) a medical practitioner;
- (d) an optometrist independent prescriber;
- (e) a paramedic independent prescriber;
- (f) a pharmacist independent prescriber;
- (g) a physiotherapist independent prescriber;
- (h) a supplementary prescriber; and
- (i) a therapeutic radiographer independent prescriber;]

“prescription form” means—

- (a) a form for the purpose of ordering a drug, medicine or appliance which is—
 - (i) provided by [^{F1}NHS England], a local authority or the Secretary of State which is in the form required by the NHS Business Services Authority ^{M37},
 - (ii) issued, or is to be issued, by the prescriber, and
 - (iii) does not indicate that the drug, medicine or appliance ordered may be provided more than once; or
- (b) in the case of an electronic prescription to which regulation 50 applies, data created in an electronic form for the purpose of ordering a drug, medicine or appliance, which—
 - (i) is signed, or is to be signed, with a prescriber's electronic signature,
 - (ii) is transmitted, or is to be transmitted, as an electronic communication to a [^{F33}nominated dispenser or via an information hub] by the Electronic Prescription Service, and
 - (iii) does not indicate that the drug, medicine or appliance ordered may be provided more than once;

“prescription only medicine” means a medicine referred to in regulation 5(3) of the Human Medicines Regulations 2012 ^{M38} (classification of medicinal products);

“primary care list” means—

- (a) a list of persons performing primary medical services, primary dental services or primary ophthalmic services or pharmaceutical services prepared in accordance with regulations made under—
 - (i) section 91 of the Act (persons performing primary medical services),
 - (ii) section 106 of the Act (persons performing primary dental services),
 - (iii) section 123 of the Act (persons performing primary ophthalmic services), and
 - (iv) sections 145, 146, 147A or 149 (performers of pharmaceutical services and assistants),of the Act ^{M39},
- (b) a list of persons undertaking to provide, or assist in the provision of—
 - (i) primary medical services, prepared in accordance with regulations made under Part 4 of the Act (primary medical services),

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- (ii) primary dental services, prepared in accordance with regulations made under Part 5 of the Act (primary dental services),
- (iii) primary ophthalmic services prepared in accordance with regulations made under Part 6 of the Act (persons performing primary ophthalmic services),
- (iv) pharmaceutical services, prepared in accordance with regulations made under Part 7 of the Act (pharmaceutical services and local pharmaceutical services); or
- (c) a list corresponding to any of the above in Wales, Scotland or Northern Ireland;

“Primary Care Trust” means the Primary Care Trust which was a party to the agreement immediately before the coming into force of section 34 of the Health and Social Care Act 2012 ^{M40} (abolition of Primary Care Trusts);

“primary carer” means, in relation to an adult, the adult or organisation primarily caring for that adult;

“primary medical services” means medical services provided under or by virtue of a contract or agreement to which Part 4 of the Act applies;

[^{F34}“private services” means the provision of any treatment which would amount to primary medical services if it was provided under or by virtue of a contract or agreement to which the provisions of Part 4 of the Act apply;]

“registered patient” means a person—

- (a) who is recorded by [^{F1}NHS England] as being included in the contractor's list of patients; or
- (b) whom the contractor has accepted for inclusion in its list of patients, whether or not notification of that acceptance has been received by [^{F1}NHS England] and who has not been notified by [^{F1}NHS England] as having ceased to be on that list;

“relevant register” means—

- (a) in relation to a nurse, the Nursing and Midwifery Register;
- (b) in relation to a pharmacist, Part 1 of the register maintained under article 19 of the Pharmacy Order 2010 ^{M41} (establishment, maintenance and access to the Register), or the register maintained under article 6 (the register) and article 9 (the Registrar) of the Pharmacy (Northern Ireland) Order 1976 ^{M42};
- (c) in relation to an optometrist, the register maintained by the General Optical Council under section 7(a) of the Opticians Act 1989 ^{M43} (register of opticians); and
- (d) the part of the register maintained by the Health and Care Professions Council under article 5 of the [^{F35}Health Professions Order 2001]^{M44} (establishment and maintenance of register) relating to—
 - (i) [^{F36}chiropodists and podiatrists,
 - (ii) paramedics,
 - (iii) physiotherapists, or
 - (iv) radiographers;]

[^{F18}“remote service” means—

- (a) an online consultation under regulation 64ZD;
- (b) a secure electronic communication under regulation 64ZE;
- (c) a video consultation under regulation 64ZF;
- (d) a telephone consultation;

- (e) an electronic prescription;
- (f) any other service which can be provided through a digital or telecommunications method, including administrative tasks in support of the agreement;]

“repeat dispensing services” means pharmaceutical services or local pharmaceutical services which involve the provision of drugs, medicines or appliances by a chemist in accordance with a repeatable prescription;

“repeatable prescriber” means a prescriber who is—

- (a) engaged or employed by a contractor which provides repeatable prescribing services under the terms of its agreement which give effect to regulation 52; or
- (b) a party to an agreement under which such services are provided;

“repeatable prescribing services” means services which involve the prescribing of drugs, medicines or appliances on a repeatable prescription;

“repeatable prescription” means—

- (a) a form provided by [^{F1}NHS England], a local authority or the Secretary of State for the purpose of ordering a drug, medicine or appliance, which is in the format required by the NHS Business Services Authority ^{M45}, and which—
 - (i) is issued, or is to be issued, by a repeatable prescriber to enable a chemist or person providing dispensing services to receive payment for the provision of repeat dispensing services,
 - (ii) indicates, or is to indicate, that the drug, medicine or appliance ordered may be provided more than once, and
 - (iii) specifies, or is to specify, the number of occasions on which the drug, medicine or appliance may be provided; or
- (b) in the case of an electronic prescription to which regulation 50 applies, data created in an electronic form for the purpose of ordering a drug, medicine or appliance, which—
 - (i) is signed, or is to be signed, with a prescriber's advanced electronic signature,
 - (ii) is transmitted, or is to be transmitted, as an electronic communication to a [^{F37}nominated dispenser or via an information hub] by the Electronic Prescription Service, and
 - (iii) indicates, or is to indicate, that the drug, medicine or appliance ordered may be provided more than once and specifies, or is to specify, the number of occasions on which the drug, medicine or appliance may be provided;

“restricted availability appliance” means an appliance which is approved for particular categories of persons or particular purposes only;

“Scheduled drug” means—

- (a) a drug, medicine or other substance specified in any directions given by the Secretary of State under section 88 of the Act (GMS contracts: prescription of drugs etc) as being a drug, medicine or other substance which may not be ordered for patients in the provision of medical services under the agreement; or
- (b) except where the conditions set out in regulation 54(3) are satisfied, a drug, medicine or other substance which is specified in any directions given by the Secretary of State under section 88 of the Act (GMS contracts: prescription of drugs etc) as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes;

[^{F38}“signatory” means a natural person who creates an electronic signature;]

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“supplementary prescriber” means a person—

- (a) who is either engaged or employed by the contractor or is a party to the agreement;
- (b) whose name is registered in—
 - (i) the Nursing and Midwifery Register,
 - (ii) Part 1 of the register maintained under article 19 of the Pharmacy Order 2010 ^{M46} (establishment, maintenance of and access to the register),
 - (iii) the register maintained under articles 6 (the Register) and article 9 (the Registrar) of the Pharmacy (Northern Ireland) Order 1976 ^{M47},
 - (iv) [^{F39}the register maintained by the Health and Care Professions Council under article 5 of the [^{F40}Health Professions Order 2001] (establishment and maintenance of register) relating to—
 - (aa) chiropodists and podiatrists,
 - (bb) dieticians,
 - (cc) paramedics,
 - (dd) physiotherapists, or
 - (ee) radiographers, or]
 - (v) the register of optometrists maintained by the General Optical Council under section 7(a) of the Opticians Act 1989 ^{M48} (register of opticians); and
- (c) against whose name is recorded in the relevant register an annotation or entry signifying that that person is qualified to order drugs, medicines and appliances as a supplementary prescriber or, in the case of the Nursing and Midwifery Register, a nurse independent/supplementary prescriber;

[^{F41}“temporary resident ” means a person—

- (a) accepted by the contractor as a temporary resident under paragraph 19, 31E or 31G of Schedule 2, and
- (b) for whom the contractor’s responsibility has not terminated under paragraph 19, 31E or 31G (as the case may be) of Schedule 3.]

[^{F42}“therapeutic radiographer independent prescriber” means a radiographer—

- (a) who is registered in Part 11 of the register maintained under article 5 of the [^{F43}Health Professions Order 2001]; and
- (b) against whose name in that register is recorded—
 - (i) an entitlement to use the title “therapeutic radiographer”, and
 - (ii) an annotation signifying that the radiographer is qualified to order drugs, medicines and appliances as a therapeutic radiographer independent prescriber;]

“working day” means any day except Saturday, Sunday, Christmas Day, Good Friday or a bank holiday; and

“writing”, except in paragraph 52(1) of Schedule 2, includes electronic mail and “written” is to be construed accordingly.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Changes to legislation: There are outstanding changes not yet made by the legislation.gov.uk editorial team to The National Health Service (Personal Medical Services Agreements) Regulations 2015. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

- F2** Words in reg. 3 substituted (22.7.2016) by The Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (S.I. 2016/696), reg. 1, **Sch. 3 para. 16(a)**
- F3** Words in reg. 3 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. 2 para. 8**
- F4** Words in reg. 3 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. 2 para. 2(a)**
- F5** Words in reg. 3 inserted (26.11.2018) by The National Health Service (Pharmaceutical Services, Charges and Prescribing) (Amendment) Regulations 2018 (S.I. 2018/1114), regs. 1(1), **20(4)**
- F6** Words in reg. 3 omitted (6.11.2023) by virtue of The Health and Care Act 2022 (Further Consequential Amendments) (No. 2) Regulations 2023 (S.I. 2023/1071), regs. 1(1), **85(2)(a)**
- F7** Words in reg. 3 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), **87(2)(a)**
- F8** Words in reg. 3 omitted (31.12.2020) by virtue of The European Qualifications (Health and Social Care Professions) (Amendment etc.) (EU Exit) Regulations 2019 (S.I. 2019/593), reg. 1(2), **Sch. 1 para. 65** (with reg. 12A, Sch. 1 Pt. 2) (as amended by S.I. 2020/1394, regs. 4, 9); 2020 c. 1, Sch. 5 para. 1(1)
- F9** Words in reg. 3 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. 2 para. 2(b)**
- F10** Words in reg. 3 substituted (2.12.2019) by The Children and Social Work Act 2017 (Consequential Amendments) (Social Workers) Regulations 2019 (S.I. 2019/1094), reg. 1, **Sch. 2 para. 36(a)(i)**; S.I. 2019/1436, reg. 2(b)
- F11** Words in reg. 3 inserted (26.11.2018) by The National Health Service (Pharmaceutical Services, Charges and Prescribing) (Amendment) Regulations 2018 (S.I. 2018/1114), regs. 1(1), **20(5)**
- F12** Words in reg. 3 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), **18(a)**
- F13** Words in reg. 3 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. 2 para. 13**
- F14** Words in reg. 3 substituted (1.2.2023) by The Health and Social Care Information Centre (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023 (S.I. 2023/98), reg. 1(2), **Sch. para. 53(2)** (with reg. 3)
- F15** Words in reg. 3 inserted (22.7.2016) by The Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (S.I. 2016/696), reg. 1, **Sch. 3 para. 16(b)**
- F16** Words in reg. 3(1) inserted (1.4.2023) by The National Health Service (Amendments Relating to Pre-Payment Certificates, Hormone Replacement Therapy Treatments and Medicines Shortages) Regulations 2023 (S.I. 2023/171), regs. 1(1), **14**
- F17** Words in reg. 3 inserted (26.11.2018) by The National Health Service (Pharmaceutical Services, Charges and Prescribing) (Amendment) Regulations 2018 (S.I. 2018/1114), regs. 1(1), **20(6)**
- F18** Words in reg. 3 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. 2 para. 1**
- F19** Words in reg. 3 inserted (1.7.2022) by The Health and Care Act 2022 (Consequential and Related Amendments and Transitional Provisions) Regulations 2022 (S.I. 2022/634), regs. 1(2), **87(2)(b)**
- F20** Words in reg. 3 omitted (21.12.2021) by virtue of The National Health Service (Charges, Primary Medical Services and Pharmaceutical and Local Pharmaceutical Services) (Coronavirus) (Further Amendments) Regulations 2021 (S.I. 2021/1346), regs. 1(2)(a), **20(2)(a)**

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- F21** Words in reg. 3 inserted (21.12.2021) by The National Health Service (Charges, Primary Medical Services and Pharmaceutical and Local Pharmaceutical Services) (Coronavirus) (Further Amendments) Regulations 2021 (S.I. 2021/1346), regs. 1(2)(a), **20(2)(b)**
- F22** Words in reg. 3 omitted (15.5.2023) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2023 (S.I. 2023/449), reg. 1(2), **Sch. 2 para. 1**
- F23** Words in reg. 3 inserted (6.11.2023) by The Health and Care Act 2022 (Further Consequential Amendments) (No. 2) Regulations 2023 (S.I. 2023/1071), regs. 1(1), **85(2)(b)**
- F24** Words in reg. 3 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. 2 para. 6**
- F25** Words in reg. 3 inserted (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. 2 para. 6(a)**
- F26** Words in reg. 3 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), **18(b)**
- F27** Words in reg. 3 inserted (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), **9(a)**
- F28** Words in reg. 3 substituted (2.12.2019) by The Children and Social Work Act 2017 (Consequential Amendments) (Social Workers) Regulations 2019 (S.I. 2019/1094), reg. 1, **Sch. 2 para. 36(a)(ii)**; S.I. 2019/1436, reg. 2(b)
- F29** Words in reg. 3 substituted (2.12.2019) by The Children and Social Work Act 2017 (Consequential Amendments) (Social Workers) Regulations 2019 (S.I. 2019/1094), reg. 1, **Sch. 2 para. 36(a)(iii)**; S.I. 2019/1436, reg. 2(b)
- F30** Words in reg. 3 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), **18(a)**
- F31** Word in reg. 3 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. 2 para. 6(b)**
- F32** Words in reg. 3 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), **9(b)**
- F33** Words in reg. 3 substituted (26.11.2018) by The National Health Service (Pharmaceutical Services, Charges and Prescribing) (Amendment) Regulations 2018 (S.I. 2018/1114), regs. 1(1), **20(2)**
- F34** Words in reg. 3 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), **18(b)**
- F35** Words in reg. 3 substituted (2.12.2019) by The Children and Social Work Act 2017 (Consequential Amendments) (Social Workers) Regulations 2019 (S.I. 2019/1094), reg. 1, **Sch. 2 para. 36(a)(iv)**; S.I. 2019/1436, reg. 2(b)
- F36** Words in reg. 3 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), **9(c)**
- F37** Words in reg. 3 substituted (26.11.2018) by The National Health Service (Pharmaceutical Services, Charges and Prescribing) (Amendment) Regulations 2018 (S.I. 2018/1114), regs. 1(1), **20(3)**
- F38** Words in reg. 3 inserted (22.7.2016) by The Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (S.I. 2016/696), reg. 1, **Sch. 3 para. 16(c)**
- F39** Words in reg. 3 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), **9(d)**

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- F40** Words in reg. 3 substituted (2.12.2019) by [The Children and Social Work Act 2017 \(Consequential Amendments\) \(Social Workers\) Regulations 2019 \(S.I. 2019/1094\)](#), reg. 1, **Sch. 2 para. 36(a)(v)**; S.I. 2019/1436, reg. 2(b)
- F41** Words in reg. 3 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. 2 para. 2(c)**
- F42** Words in reg. 3(1) inserted (5.12.2016) by [The National Health Service \(Pharmaceutical Services, Charges and Prescribing\) \(Amendment\) Regulations 2016 \(S.I. 2016/1077\)](#), regs. 1(1), **24(c)**
- F43** Words in reg. 3 substituted (2.12.2019) by [The Children and Social Work Act 2017 \(Consequential Amendments\) \(Social Workers\) Regulations 2019 \(S.I. 2019/1094\)](#), reg. 1, **Sch. 2 para. 36(a)(vi)**; S.I. 2019/1436, reg. 2(b)

Marginal Citations

- M2** Section 9 of the Act was amended by section 95 of, and paragraph 82 of Schedule 5 to, the [Health and Social Care Act 2008 \(c.14\)](#); paragraph 6 of Schedule 4 to the [Health and Social Care Act 2012 \(c.7\)](#) (“the 2012 Act”); paragraphs 1, 4, 17 and 18 of Schedule 14 and paragraph 10 of Schedule 17 to, the 2012 Act; paragraph 9 of Schedule 19 to the 2012 Act; paragraphs 5 and 6 of Schedule 21 to the 2012 Act; and paragraph 16 of Schedule 5 to the [Care Act 2014 \(c. 23\)](#).
- M3** Section 92 was amended by paragraph 36 of Schedule 4 to the 2012 Act.
- M4** Section 126 was amended by sections 213(7)(k) and 220(7) of, and paragraph 63 of Schedule 4 to, the 2012 Act.
- M5** [2006 c.52](#); a relevant amendment to section 374 was made by section 44(3) and (4) of the [Defence Reform Act 2014 \(c.20\)](#).
- M6** [1971 c.80](#).
- M7** [1968 c.67](#). Section 69 was amended by [S.I. 2007/289](#) and 3101 and [S.I. 2010/231](#).
- M8** Section 129 was amended by sections 26 and 27 of, and paragraph 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; section 115 of, and Schedule 9 to, the [Protection of Freedoms Act 2012 \(c.9\)](#) and by [S.I. 2010/231](#).
- M9** [S.I. 2002/254](#); as amended by section 127 of the [Health and Social Care Act 2008 \(c.14\)](#), **section 81(5)** of the [Policing and Crime Act 2009 \(c.26\)](#), **sections 213, 214(2) to (4), 215, 216, 218 and 219** of the [Health and Social Care Act 2012](#), section 5(2) of, and paragraph 6 of the Schedule to, the [Health and Social Care \(Safety and Quality\) Act 2015 \(c.28\)](#), and by [S.I. 2003/3148](#), [S.I. 2004/1947](#) and 2033, [S.I. 2007/3101](#), [S.I. 2009/1182](#), [S.I. 2010/233](#), [S.I. 2011/1043](#), [S.I. 2012/1479](#) and 2672 and [S.I. 2014/1887](#).
- M10** [2006 c.41](#). Section 126 was amended by paragraph 63 of Schedule 4 to the [Health and Social Care Act 2012 \(c.7\)](#) (“the 2012 Act”). Section 132 was amended by paragraph 69 of Schedule 4 to the 2012 Act, paragraphs 120 and 122 of Schedule 9 to the [Protection of Freedoms Act 2012 \(c.9\)](#), and by [S.I. 2008/289](#) and [S.I. 2010/22](#) and 231.
- M11** Section 127 was amended by paragraph 64 of Schedule 4 to the 2012 Act. See also regulation 89(1) of the [National Health Service \(Pharmaceutical and Local Pharmaceutical Services\) Regulations 2013 \(S.I. 2013/349\)](#) in relation to the publication known as the Drug Tariff.
- M12** [2000 c.7](#). Section 15(1) was amended by section 406(1) of, and paragraph 158 of Schedule 17 to, the [Communications Act 2003 \(c.21\)](#).
- M13** [1983 c.54](#). Section 2 was amended by [S.I. 2002/3135](#), [S.I. 2006/1914](#), [S.I. 2007/3101](#), [S.I. 2008/1774](#) and [S.I. 2014/1101](#).
- M14** [S.I.2015/1862](#).
- M15** [1983 c.54](#). Section 34I was inserted by [S.I. 2010/234](#).
- M16** [S.I. 1972/1265 \(N.I.14\)](#). Article 16 was repealed by the [Health and Social Care \(Reform\) Act 2009 \(c.1\)](#) (N. I.), paragraph 6 of Schedule 3 and Schedule 7.
- M17** [S.I. 1991/194 \(N.I.1\)](#); as amended by section 11 of, and paragraph 13 of Schedule 6 to, the [Health and Social Care Reform Act \(Northern Ireland\) 2009](#) and by [S.I. 1997/1177](#).
- M18** [1978 c.29](#). Section 2 was amended by paragraph 1 of Schedule 7 to [S.I. 1991/194 \(N.I. 1\)](#); and paragraph 1 of Schedule 7 to, the [Health and Social Services and Social Security Adjudications Act](#)

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- 1983 (c.41); paragraph 1(2)(a) and (b) of Schedule 1 to the [National Health Service Reform \(Scotland\) Act 2004 \(asp 7\)](#); sections 2(1)(a) and 28(a)(ii), (b) and (c) of Schedule 1, and paragraph 19(1) of Schedule 9 and paragraph 1 of Schedule 10 to, the [National Health Service and Community Care Act 1990 \(c.19\)](#); paragraph 2(2) of Schedule 2 to the [Smoking, Health and Social Care \(Scotland\) Act 2005 \(asp 13\)](#), and sections 2(1), 4, 6(2) and (3), 7 and 11(1) of the [Health Boards \(Membership and Elections\) \(Scotland\) Act 2005 \(asp 5\)](#).
- M19** Section 108 was amended by section 204 of, and paragraph 49 of Schedule 4 to, the Health and Social Care Act 2012 (“the 2012 Act”).
- M20** [2006 c.41](#). Section 9 of the Act was amended by section 95 of, and paragraph 82 of Schedule 5 to, the [Health and Social Care Act 2008 \(c.14\)](#); paragraph 6 of Schedule 4 to the [Health and Social Care Act 2012 \(c.7\)](#) (“the 2012 Act”); paragraphs 1, 4, 17 and 18 of Schedule 14 and paragraph 10 of Schedule 17 to, the 2012 Act; paragraph 9 of Schedule 19 to the 2012 Act; paragraphs 5 and 6 of Schedule 21 to the 2012 Act; and paragraph 16 of Schedule 5 to the [Care Act 2014 \(c. 23\)](#).
- M21** [1989 c.41](#).
- M22** [2006 c.42](#).
- M23** [2006 c.41](#). Section 97 was amended by paragraph 41 of Schedule 4 to the [Health and Social Care Act 2012 \(c.7\)](#) (“the 2012 Act”).
- M24** Section 91 was amended by paragraph 35 of Schedule 4 to the 2012 Act.
- M25** [1983 c.54](#). Section 2 was amended by [S.I. 2002/3135](#), [S.I. 2006/1914](#), [S.I. 2007/3101](#), [S.I.2008/1774](#) and [S.I. 2014/1101](#).
- M26** Section 159 was amended by section 306(1)(d) of, and paragraph 85(1)(d) of Schedule 4 to, the 2012 Act.
- M27** Sections 91(3), 106(3) and 123(3) were respectively amended by paragraph 35(1) and (2)(b) and (4), 45 and 60(1) and (2)(b) of Schedule 4 to, the 2012 Act. Sections 146 and 149 of the Act are repealed by section 208(1) of the 2012 Act. Section 147A was inserted by section 208(2) of the 2012 Act and was amended by paragraphs 120 and 123 of Schedule 9 to the [Protection of Freedoms Act 2012 \(c.9\)](#). Section 208 of the 2012 Act is to be commenced on a day to be appointed. No regulations have been made under section 147A of the Act.
- M28** Section 9 of the Act was amended by section 95 of, and paragraph 82 of Schedule 5 to, the [Health and Social Care Act 2008 \(c.14\)](#); paragraph 6 of Schedule 4 to the [Health and Social Care Act 2012 \(c.7\)](#) (“the 2012 Act”); paragraphs 1, 4, 17 and 18 of Schedule 14 and paragraph 10 of Schedule 17 to, the 2012 Act; paragraph 9 of Schedule 19 to the 2012 Act; paragraphs 5 and 6 of Schedule 21 to the 2012 Act; and paragraph 16 of Schedule 5 to the [Care Act 2014 \(c. 23\)](#).
- M29** Section 30 was amended by section 159(1) of the [Health and Social Care Act 2012 \(c.7\)](#) (“the 2012 Act”).
- M30** Section 25 of the Act is repealed by section 179(2) of the 2012 Act from a date to be appointed.
- M31** [S.I. 2002/253](#); article 5 was amended by [S.I. 2009/182](#).
- M32** [1989 c.44](#). Section 7 was amended by [S.I. 2005/848](#).
- M33** [S.I. 2010/231](#); as amended by [S.I. 2011/1043](#), [S.I. 2012/3006](#), [S.I. 2013/235](#) and [S.I. 2014/1887](#).
- M34** [S.I.1976/1231 \(N.I.22\)](#). Article 6(1) was substituted by regulation 5 of S.R 2008/192 and article 9(2) was amended by regulation 9 of that instrument.
- M35** [S.I. 2002/254](#); as amended by section 127 of the [Health and Social Care Act 2008 \(c.14\)](#), **section 81(5)** of the [Policing and Crime Act 2009 \(c.26\)](#), **sections 213**, 214(2) to (4), 215, 216, 218 and 219 of the Health and Social Care Act 2012, section 5(2) of, and paragraph 6 of the Schedule to, the [Health and Social Care \(Safety and Quality\) Act 2015 \(c.28\)](#), and by [S.I. 2003/3148](#), [S.I. 2004/1947](#) and 2033, [S.I. 2007/3101](#), [S.I. 2009/1182](#), [S.I. 2010/233](#), [S.I. 2011/1043](#), [S.I. 2012/1479](#) and 2672 and [S.I. 2014/1887](#).
- M36** [1983 c.54](#). Section 10A was inserted by [S.I. 2006/1914](#), and was amended by [S.I. 2008/3131](#).
- M37** The NHS Business Services Authority was established by the [NHS Business Services Authority \(Awdurdod Gwasanaethau Busnes y GIG\) \(Establishment and Constitution\) Order 2005 \(S.I. 2005/2414\)](#). [S.I. 2005/2414](#) was amended by [S.I. 2006/632](#), [S.I. 2007/1201](#) and [S.I. 2013/235](#).
- M38** [S.I. 2012/1916](#); as amended by [S.I. 2013/235](#), 1855 and 2593 and [S.I. 2014/490](#) and 1887, [S.I. 2015/323](#), 570, 903 and 1503.

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- M39** Sections 91(3), 106(3) and 123(3) were respectively amended by paragraph 35(1) and (2)(b) and (4), 45 and 60(1) and (2)(b) of Schedule 4 to, the 2012 Act. Sections 146 and 149 of the Act are repealed by section 208(1) of the 2012 Act. Section 147A was inserted by section 208(2) of the 2012 Act and was amended by paragraphs 120 and 123 of Schedule 9 to the [Protection of Freedoms Act 2012 \(c.9\)](#). Section 208 of the 2012 Act is to be commenced on a day to be appointed. No regulations have been made under section 147A of the Act.
- M40** [2012 c.7](#).
- M41** [S.I. 2010/231](#); as amended by [S.I. 2011/1043](#) and 2159, [S.I. 2012/1909](#), 2672 and 3006, [S.I. 2013/50](#), 235, 349 and 1478 and [S.I. 2014/1887](#) and [S.I. 2015/806](#) and 968.
- M42** [S.I.1976/1231 \(N.I.22\)](#). Article 6(1) was substituted by regulation 5 of [S.R. 2008/192](#), and article 9(2) was amended by regulation 9 of [S.I. 2008/192](#).
- M43** [1989 c.44](#). Section 7 was amended by [S.I. 2005/848](#).
- M44** [S.I.2002/254](#); as amended by section 127 of the [Health and Social Care Act 2008 \(c.14\)](#), [section 81\(5\)](#) of the [Policing and Crime Act 2009 \(c.26\)](#), [sections 213](#), 214(2) to (4), 215, 216, 218 and 219 of the [Health and Social Care Act 2012](#), section 5(2) of, and paragraph 6 of the Schedule to, the [Health and Social Care \(Safety and Quality\) Act 2015 \(c.28\)](#), and by [S.I. 2003/3148](#), [S.I. 2004/1947](#) and 2033, [S.I. 2007/3101](#), [S.I. 2009/1182](#), [S.I. 2010/233](#), [S.I. 2011/1043](#), [S.I. 2012/1479](#) and 2672 and [S.I. 2014/1887](#).
- M45** The NHS Business Services Authority was established by the [NHS Business Services Authority \(Awdurdod Gwasanaethau Busnes y GIG\) \(Establishment and Constitution\) Order 2005 \(S.I.2005/2414\)](#). [S.I.2005/2414](#) was amended by [S.I. 2006/632](#), [S.I. 2007/1201](#) and [S.I. 2013/235](#).
- M46** [S.I. 2010/231](#); as amended by [S.I. 2011/1043](#) and 2159, [S.I. 2012/1909](#), 2672 and 3006, [S.I. 2013/50](#), 235, 349 and 1478 and [S.I. 2014/1887](#) and [S.I. 2015/806](#) and 968.
- M47** [S.I. 1976/1213 \(N.I. 22\)](#). Article 6(1) was substituted by regulation 5 of [S.R. 2008/192](#), and article 9(2) was amended by regulation 9 of that instrument.
- M48** [1989 c.44](#). Section 7 was amended by [S.I. 2005/848](#).

[^{F44}Variation of core hours while a disease is or in anticipation of a disease being imminently pandemic etc. [E+W](#)

3A.—(1) In these Regulations, “core hours” means the period beginning at 8.00am and ending at 6.30pm on any day from Monday to Friday in circumstances where, in order to assist in the management of a serious or potentially serious risk to human health arising as a consequence of a disease being, or in anticipation of a disease being imminently—

- (a) pandemic; and
- (b) a serious risk or potentially a serious risk to human health,

[^{F45}[^{F1}NHS England] with the agreement of the Secretary of State has made an announcement] to the effect that the core hours of contractors in the area specified in the announcement are to include Good Friday and bank holidays in the circumstances specified, and for the duration of the period specified, in the announcement.

(2) In these Regulations, in the circumstances described in paragraph (1), “out of hours period means—

- (a) the period beginning at 6.30pm on any day from Monday to Friday and ending at 8.00am on the following day; and
- (b) the period beginning at 6.30pm on Friday and ending at 8.00am on the following Monday.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

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- F44** Regs. 3A, 3B 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), **19**
- F45** Words in reg. 3A(1) substituted (E.) (1.10.2020) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2020 \(S.I. 2020/911\)](#), reg. 1(2), **Sch. 2 para. 2**

Amendment and withdrawal of announcements and advice in respect of pandemics etc. **E** **+W**

3B. In these Regulations, where reference is made to an announcement or advice of [^{F1}NHS England] that relates to a disease being, or in anticipation of a disease being imminently—

- (a) pandemic; and
- (b) a serious risk or potentially serious risk to human health,

it is to that announcement or advice, which may be withdrawn at any time, as amended from time to time.]

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**
- F44** Regs. 3A, 3B 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), **19**

PART 2 **E+W**

Agreements

Conditions: general **E+W**

4.—(1) [^{F1}NHS England] may only enter into an agreement if the conditions specified in regulation 5 are met.

(2) Paragraph (1) is subject to the provisions of any scheme made by the Secretary of State under section 300 (transfer schemes) [^{F46}(before its repeal), section 302 (transfer schemes in respect of previously transferred property)] and section 303 (power to make consequential provision) of the Health and Social Care Act 2012 ^{M49}.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**
- F46** Words in reg. 4(2) inserted (1.7.2022) by [The Health and Care Act 2022 \(Consequential and Related Amendments and Transitional Provisions\) Regulations 2022 \(S.I. 2022/634\)](#), regs. 1(2), **217(2)**

Marginal Citations

M49 2012 c.7.

General condition relating to all agreements **E+W**

- 5.—(1) [^{F1}NHS England] must not enter into an agreement with—
- (a) a person falling within section 93(1)(b) to (d) of the Act (persons with whom agreements may be made under section 92), to whom paragraph (2) applies;
 - (b) a qualifying body if paragraph (2) applies to—
 - (i) the qualifying body,
 - (ii) any person both legally and beneficially owning a share in the qualifying body, and
 - (iii) any director or secretary of the qualifying body.
- (2) This paragraph applies if—
- (a) the contractor is the subject of a national disqualification;
 - (b) subject to paragraph (3), the contractor is disqualified or suspended (other than by interim suspension order or direction pending an investigation) from practising by a licensing body anywhere in the world;
 - (c) the contractor has, within the period of five years before the signing of the agreement or commencement of the agreement (whichever is the earlier) been dismissed (otherwise than by reason of redundancy) from any employment with a health service body, unless—
 - (i) if the contractor was employed as a member of a health care profession at the time of the dismissal, the contractor has not subsequently been employed by that health service body or by another health service body, and
 - (ii) the dismissal was the subject of a finding of unfair dismissal by any competent tribunal or a court;
 - (d) the contractor has, within the period of five years before the signing of the agreement or commencement of the agreement (whichever is the earlier), been removed from, or refused admission to, a primary care list by reason of inefficiency, fraud or unsuitability (within the meaning of section 151(2), (3) and (4) of the Act ^{M50} (disqualification of practitioners)), or a performers list held by [^{F1}NHS England] by virtue of regulations made under section 91(3) (persons performing primary medical services) of the Act, unless the contractor's name has subsequently been included in such a list;
 - (e) the contractor has been convicted in the United Kingdom of murder;
 - (f) the contractor has been convicted in the United Kingdom of a criminal offence other than murder committed on or after 1st April 2002 and has been sentenced to a term of imprisonment of longer than six months;
 - (g) subject to paragraph (3), the contractor has been convicted outside of the United Kingdom of an offence which would, if committed in England and Wales, constitute murder and—
 - (i) the offence was committed on or after 3rd November 2003; and
 - (ii) the contractor was sentenced to a term of imprisonment of longer than six months;
 - (h) the contractor has been convicted of an offence referred to in Schedule 1 to the Children and Young Persons Act 1933 ^{M51} (offences against children and young persons, with respect to which special provisions of this Act apply), or in Schedule 1 to the Criminal Procedure (Scotland) Act 1995 ^{M52} (offences against children under the age of 17 years to which special provisions apply) committed on or after 1st April 2004;
 - (i) the contractor has at any time been included in—
 - (i) any barred list within the meaning of section 2 of the Safeguarding Vulnerable Groups Act 2006 ^{M53} (barred lists), or

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- (ii) any barred list within the meaning of article 6 of the Safeguarding Vulnerable Groups (Northern Ireland) Order 2007 ^{M54} (barred lists),
unless the contractor was removed from the list either on the grounds that it was not appropriate for the contractor to have been included in it or as the result of a successful appeal;
- (j) the contractor has, within the period of five years before the signing of the agreement or commencement of the agreement (whichever is the earlier), been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission, the Charity Commission for Northern Ireland or the High Court, and that order was made on the grounds of misconduct or mismanagement in the administration of a charity for which the contractor was responsible or to which the contractor was privy, or which was contributed to, or facilitated by, the contractor's conduct;
- (k) the contractor has, within the period of five years before the signing of the agreement or commencement of the agreement (whichever is the earlier), been removed from being concerned with the management or control of any body in any case where removal was by virtue of section 34(5)(e) of the Charities and Trustees Investment (Scotland) Act 2005 ^{M55} (powers of Court of Session);
- (l) the contractor—
 - (i) has been [^{F47}made] bankrupt and has not been discharged from the bankruptcy or the bankruptcy order has not been annulled, or
 - (ii) has had sequestration of the contractor's estate awarded and has not been discharged from the sequestration;
- (m) the contractor is the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986 ^{M56} (bankruptcy restrictions order and undertaking), or Schedule 2A to the Insolvency (Northern Ireland) Order 1989 ^{M57} (bankruptcy restrictions order and undertaking), or sections 56A to 56K of the Bankruptcy (Scotland) Act 1985 ^{M58} (bankruptcy restrictions order, interim bankruptcy restrictions order and bankruptcy restrictions undertaking), unless the contractor has been discharged from that order or that order has been annulled;
- (n) the contractor—
 - (i) is subject to a moratorium period under a debt relief order under Part VIIA of the Insolvency Act 1986 ^{M59} (debt relief orders), or
 - (ii) is the subject of a debt relief restrictions order or an interim debt relief restrictions order under Schedule 4ZB to that Act ^{M60} (debt relief restrictions orders and undertakings);
- (o) the contractor has made a composition agreement or arrangement with, or granted a trust deed for, the contractor's creditors and the contractor has not been discharged in respect of it;
- (p) the contractor is subject to—
 - (i) a disqualification order under section 1 of the Company Directors Disqualification Act 1986 ^{M61} (disqualification orders: general) or a disqualification undertaking under section 1A of that Act ^{M62} (disqualification undertakings: general),
 - (ii) a disqualification order or disqualification undertaking under article 3 (disqualification orders: general) or article 4 (disqualification undertakings: general) of the Company Directors Disqualification (Northern Ireland) Order 2002 ^{M63}, or

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- (iii) a disqualification order under section 429(2) of the Insolvency Act 1986 ^{M64} (disabilities on revocation of an administration order against an individual);
- (q) the contractor has had an administrator, administrative receiver or receiver appointed in respect of the contractor; or
- (r) the contractor has had an administration order made in respect of the contractor under Schedule B1 to the Insolvency Act 1986 ^{M65} (administration).
- (3) Paragraph (2)(b) or, as the case may be, paragraph (2)(g), does not apply to a person where—
 - (a) that person—
 - (i) has been disqualified or suspended from practising by a licensing body outside of the United Kingdom, or
 - (ii) has been convicted outside of the United Kingdom of a criminal offence; and
 - (b) [^{F1}NHS England] is satisfied that the disqualification, suspension or, as the case may be, the conviction does not make the person unsuitable to be—
 - (i) a party to the agreement; or
 - (ii) in the case of an agreement with a qualifying body—
 - (aa) a person who both legally and beneficially owns a share in the qualifying body, or
 - (bb) a director or secretary of the qualifying body.
- (4) For the purposes of paragraph (2)(c)—
 - (a) where a person has been employed as a member of a health care profession, any subsequent employment must also be as a member of that profession; and
 - (b) a health service body includes a Strategic Health Authority or a Primary Care Trust which was established before the coming into force of section 33 (abolition of Strategic Health Authorities) or section 34 (abolition of Primary Care Trusts) of the Health and Social Care Act 2012 ^{M66}.
- (5) In this regulation, “contractor” includes a person with whom [^{F1}NHS England] is proposing to enter into an agreement.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**
- F47** Word in [reg. 5\(2\)\(l\)\(i\)](#) substituted (6.4.2016) by [The Enterprise and Regulatory Reform Act 2013 \(Consequential Amendments\) \(Bankruptcy\) and the Small Business, Enterprise and Employment Act 2015 \(Consequential Amendments\) Regulations 2016 \(S.I. 2016/481\)](#), reg. 1, **Sch. 2 para. 13**

Marginal Citations

- M50** Section 151 was amended by paragraph 79 of Schedule 4 to the [Health and Social Care Act 2012 \(c.7\)](#).
- M51** [1933 c.12](#). Schedule 1 was amended by section 51 of, and Schedule 4 to, the [Sexual Offences Act 1956 \(c.99\)](#); paragraph 8 of Schedule 15, and section 170(2) of, and Schedule 16 to, the [Criminal Justice Act 1988 \(c.33\)](#); section 139 of, and paragraph 7 of Schedule 6 to, the [Sexual Offences Act 2003 \(c.42\)](#); section 58(1) of, and Schedule 10 to, the [Domestic Violence, Crime and Victims Act 2004 \(c.28\)](#); paragraph 53 of Schedule 21 to [Coroners and Justice Act 2009 \(c.25\)](#); section 115(1) of, and paragraph 136(a) and (b) of Schedule 9 to, the [Protection of Freedoms Act 2012 \(c. 9\)](#); and section 7(1) of, and paragraph 1 of Schedule 5 to, the [Modern Slavery Act 2015 \(c.30\)](#).

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- M52** 1995 c.46. Schedule 1 was amended by paragraph 2(8)(a) of Schedule 5 to the [Sexual Offences \(Scotland\) Act 2009 \(asp 9\)](#) which inserted paragraphs 1A to 1D into that Schedule.
- M53** 2006 c.47. Section 2 was amended by articles 3(a) and 4 of [S.I. 2012/3006](#)
- M54** [S.I. 2007/1351 \(N.I. 11\)](#); as amended by section 81(2) and (3)(o)(i) and 116(5)(a) of the [Policing and Crime Act 2009 \(c.26\)](#).
- M55** 2005 asp 10. Section 34 was amended by section 122 of the [Public Services Reform \(Scotland\) Act 2010 \(asp 8\)](#).
- M56** 1986 c.45. Schedule 4A was inserted by Schedule 20 to the [Enterprise Act 2002 \(c.40\)](#) and was amended by section 71(3) of, and paragraph 63(1), (3), (2)(a) and (b) to, the [Enterprise and Regulatory Reform Act 2013 \(c.24\)](#).
- M57** [S.I. 1989/2405 \(N.I. 19\)](#). Schedule 2A was inserted by article 13(2) of, and Schedule 5 to, [S.I. 2005/1455 \(N.I. 10\)](#).
- M58** 1985 c.66. Sections 56A to 56K were inserted by section 2(1) of the [Bankruptcy and Diligence etc. \(Scotland\) Act 2007 \(asp 3\)](#).
- M59** 1986 c.45. Part VIIA was inserted by section 108(1) of, and Schedule 17 to, the [Tribunals, Courts and Enforcement Act 2007 \(c.15\)](#).
- M60** 1986 c.45. Schedule 4ZB was inserted by section 108(2) of and Schedule 19 to the [Tribunals, Courts and Enforcement Act 2007](#).
- M61** 1986 c.46. Section 1 was amended by sections 5(1) and (2) and 8 of the [Insolvency Act 2000 \(c.40\)](#), [section 204\(1\)](#) and (3) of the [Enterprise Act 2002 \(c.40\)](#), and sections 111 and 164(1) of, and paragraphs 1 and 2 of Schedule 7 to, the [Small Business Enterprise and Employment Act 2015 \(c.26\)](#).
- M62** 1986 c.46. Section 1A was inserted by section 6(1) and (2) of the [Insolvency Act 2000 \(c.39\)](#), and was amended by section 111 of, and paragraphs 1 and 3(1) and (2) of Schedule 7 to, the [Small Business Enterprise and Employment Act 2015](#).
- M63** [S.I. 2002/3150 \(N.I. 4\)](#).
- M64** 1986 c.45. Section 429 was amended by section 269 of, and Schedule 23 to, the [Enterprise Act 2002](#), and by section 106 of, and Schedule 16 to, the [Tribunals, Courts and Enforcement Act 2007](#).
- M65** 1986 c.45. Schedule B1 was inserted by section 248(2) of, and Schedule 16 to, the [Enterprise Act 2002](#).
- M66** 2012 c.7.

Notice of conditions not being met and reasons E+W

6.—(1) Where [^{F1}NHS England] considers that the conditions in regulation 5 for entering into an agreement are not met, it must give notice in writing to the person or persons intending to enter into the agreement of—

- (a) its view and the reasons for that view; and
- (b) the right of appeal under regulation 7.

(2) [^{F1}NHS England] must give notice in writing of its view and the reasons for that view to any person who both legally and beneficially owns a share in, or who is a director or secretary of, a qualifying body that is given notice under paragraph (1) in any case where its reason for the decision relates to such a person.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Right of appeal **E+W**

7. A person who has been given a notice by ^{F1}[NHS England] under regulation 6(1) may appeal to the First-tier Tribunal ^{M67} against the decision of ^{F1}[NHS England] that the conditions in regulation 5 are not met.

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Marginal Citations

M67 An appeal may be made to the First-tier Tribunal (Primary Health Lists) against a decision by the National health Service Commissioning Board to refuse to enter a person in a list, to remove a person from a list or regarding the conditions relating to that person's entry in a list. The First-tier Tribunal was established in 2008 by Part 1 of the [Tribunals, Courts and Enforcement Act 2007 \(c.15\)](#). The Health, Education and Social Chamber is responsible for hearing appeals concerning matters relating to the Health Service in England and Wales.

PART 3 **E+W**

Pre-agreement dispute resolution

Pre-agreement disputes **E+W**

8.—(1) If, in the course of negotiations intending to lead to an agreement, the parties to the proposed agreement (“the prospective parties”) are unable to agree on a particular term of the agreement, either party may refer the dispute to the Secretary of State to consider and determine.

(2) Where the prospective parties are health service bodies, any dispute which arises in the course of the negotiation of the proposed agreement may be referred to the Secretary of State for determination under section 9 of the Act (NHS contracts).

(3) Any dispute referred to the Secretary of State in accordance with paragraph (1), or to which section 9 of the Act applies by virtue of paragraph (2), must be considered and determined in accordance with the provisions of regulations 76(3) to (14) and 77(1) and, where it applies, paragraph (4) of this regulation.

- (4) Where a dispute is referred to the Secretary of State under paragraph (1), the determination—
- (a) may specify terms to be included in the proposed agreement;
 - (b) may require ^{F1}[NHS England] to proceed with the proposed agreement, but may not require the intended contractor to proceed with the proposed agreement; and
 - (c) is binding upon the prospective parties.

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

PART 4 **E+W**

Health Service Body Status

Health service body status **E+W**

9.—(1) A contractor is to be regarded as a health service body for the purposes of section 9 of the Act (NHS contracts) from the date on which it enters into an agreement unless, in the case of—

- (a) an agreement with a contractor who is an individual or which is a qualifying body, that individual or qualifying body; or
- (b) any other agreement, any of the proposed parties to the agreement (other than [^{F1}NHS England]),

objects by giving notice in writing to [^{F1}NHS England] at any time prior to the agreement being made.

(2) If, by virtue of paragraph (1), a contractor is to be regarded as a health service body, any change in the parties comprising the contractor does not affect the status of the contractor as a health service body.

(3) If, by virtue of paragraph (1) or regulation 10, a contractor is to be regarded as a health service body, the nature of, or any rights or liabilities under, any other agreement or contract previously entered into by the contractor with a health service body remain unaffected.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Health service body status: variation of agreements **E+W**

10.—(1) A contractor may at any time request in writing a variation of the agreement to include in, or remove from, the agreement provision to the effect that the agreement is an NHS contract and, if it does so—

- (a) [^{F1}NHS England] must agree to the variation; and
- (b) the procedure specified in regulation 24 and Part 8 of Schedule 2 for the variation of agreements applies.

(2) If, by virtue of a request under paragraph (1), the agreement is varied so as to remove provision from it to the effect that it is an NHS contract, the contractor is, subject to regulation 11, to cease to be regarded as a health service body for the purposes of section 9 of the Act from the date on which that variation takes effect.

(3) If, by virtue of a request under paragraph (1), the agreement is varied so as to include provision in it to the effect that it is an NHS contract, the contractor is to be regarded as a health service body for the purposes of section 9 of the Act from the date on which that variation takes effect.

(4) Where [^{F1}NHS England] agrees to the variation of the agreement, the contractor is to be regarded, or, subject to regulation 11, is to cease to be regarded as a health service body for the purposes of section 9 of the Act (NHS contracts) from the date on which the variation takes effect by virtue of paragraph 52(1) of Schedule 2.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\)](#) (No. 2) Regulations 2023 (S.I. 2023/1071), reg. 1(1), **Sch. para. 1**

Cessation of health service body status **E+W**

11.—(1) A contractor ceases to be regarded as a health service body for the purposes of section 9 of the Act (NHS contracts) if the agreement terminates.

(2) Where, by virtue of paragraph (1), a contractor ceases to be regarded as a health service body in relation to an agreement (“the relevant agreement”), the contractor is to—

- (a) continue to be regarded as a health service body for the purposes of any other NHS contract to which it became a party between the date on which it entered the relevant agreement and the date on which it ceased to be regarded as a health service body for the purposes of that agreement; but
- (b) cease to be regarded as a health service body for these purposes upon the termination of any such other NHS contracts.

(3) Where—

- (a) a contractor ceases to be regarded as a health service body in relation to an agreement by reason of a variation of the agreement by virtue of regulation 10(1); and
- (b) the contractor or [^{F1}NHS England]—
 - (i) has referred any matter to the NHS dispute resolution procedure before the contractor ceases to be regarded as a health service body, or
 - (ii) refers any matter to the NHS dispute resolution procedure, in accordance with regulation 76, after the contractor ceases to be regarded as a health service body,

the contractor is to continue to be regarded as a health service body (and accordingly the agreement is to continue to be regarded as an NHS contract) for the purposes of the consideration and determination of the dispute.

(4) Where a contractor ceases to be regarded as a health service body by virtue of regulation 10(1) but the contractor continues to be regarded as a health service body for the purposes of the NHS dispute resolution procedure where that procedure was commenced—

- (a) before the termination of the agreement; or
- (b) after the termination of the agreement (whether in connection with or arising out of the termination of the agreement or otherwise),

the contractor ceases to be regarded as such a body on the conclusion of that procedure.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\)](#) (No. 2) Regulations 2023 (S.I. 2023/1071), reg. 1(1), **Sch. para. 1**

PART 5 E+W

Agreements: required terms

Health service contract E+W

12. If, by virtue of regulation 9 or 10 the contractor is to be regarded as a health service body, the agreement must state that it is an NHS contract.

Agreements: general E+W

13.—(1) An agreement must specify—

- (a) the services to be provided under the agreement;
- (b) subject to paragraph (3), the address of each of the premises to be used by the contractor or by any sub-contractor for the provision of such services;
- (c) the persons to whom such services are to be provided under the agreement; and
- (d) where the agreement requires the contractor to provide essential services, the area as respects which persons resident in it are, subject to any other terms of the agreement relating to patient registration, entitled to—
 - (i) register with the contractor, or
 - (ii) seek acceptance by the contractor as a temporary resident; and
- (e) where the agreement requires the contractor to provide essential services, whether, at the date on which the agreement comes into effect, the contractor's list of patients is open or closed.

(2) An agreement—

- (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 must 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 agreement in respect of that patient.

(3) The premises referred to in paragraph (1)(b) do not include—

- (a) the homes of patients; ^{F48}...
- (b) any other premises where services are provided on an emergency basis ^{F49}; or
- (c) premises where services are provided under regulation 13A (services: remote provision outside practice premises).]

^{F50}(4) An agreement 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

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- (b) on no part of any practice premises in respect of which [^{F1}NHS England] has agreed with that contractor to make payments in relation to the costs of those premises save where the private services are those specified in regulation 18(2B).]

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**
- F48** Word in [reg. 13\(3\)](#) 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. 2 para. 2(a)**
- F49** [Reg. 13\(3\)\(c\)](#) 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. 2 para. 2(b)**
- F50** [Reg. 13\(4\)](#) 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), **19**

[^{F51}Services: remote provision outside practice premises **E+W**

13A.—(1) Without prejudice to regulation 17(7) (essential services) of the General Medical Services Contracts Regulations, where applicable, and without prejudice to paragraph 6 of Schedule 2 (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;

(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

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care and treatment, or information which is to any extent derived, directly or indirectly, from such information.]

Textual Amendments

F51 Reg. 13A 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. 2 para. 3**

Membership of a CCG **E+W**

^{F52}**14.**

Textual Amendments

F52 Reg. 14 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), **87(3)**

Certificates **E+W**

15.—(1) Subject to paragraphs (2) and (3), an agreement which requires a contractor to provide essential services 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 1 under, or for the purposes of, the enactments specified in relation to the 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) a party to the agreement, or
 - (iii) a shareholder in a qualifying body which is a party to the agreement; 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 ^{M68} (evidence of incapacity for work, limited capability for work and confinement) or regulation 2(1) of the Statutory Sick Pay (Medical Evidence) Regulations 1985 ^{M69} (medical information).

Marginal Citations

M68 S.I. 1976/615; as amended by S.I. 1982/699, S.I. 1987/409, S.I. 1989/1686, S.I. 1991/2284, S.I. 1994/2975, S.I. 1999/3109, S.I. 2001/2931, S.I. 2002/881 and 2469, S.I. 2004/1771, S.I. 2008/1554, S.I. 2010/137, S.I. 2013/235 and 630.

M69 S.I. 1985/1604; as amended by S.I. 1992/247 and S.I. 2010/137.

[^{F53}Patients who should not be tested for, or vaccinated against, coronavirus: confirmation of exemption **E+W**

15A.—(1) Subject to paragraph (6), a contract must contain a term which requires the contractor to respond to a valid exemption confirmation request [^{F54}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.

[^{F55}(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 [^{F56}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
 - (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.

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(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

- F53** Reg. 15A 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. 2 para. 12**
- F54** Words in reg. 15A(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), **3(2)(a)**
- F55** Reg. 15A(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), **3(2)(b)**
- F56** Words in reg. 15A(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), **3(2)(c)**

Finance **E+W**

16.—(1) The agreement must contain a term which has the effect of requiring payments to be made under the agreement promptly and in accordance with—

- (a) the terms of the agreement;
- (b) any other terms based on which the payment is made; and
- (c) any other conditions relating to the payment contained in regulations made by the Secretary of State under section 94(4) (regulations about section 92 arrangements) or directions given by the Secretary of State under section 98A (exercise of functions) of the Act^{M70}.

(2) The obligation referred to in paragraph (1) is subject to any right that [F1NHS England] may have to set off against any amount payable to the contractor under the agreement any amount that—

- (a) is owed by the contractor to [F1NHS England] under the agreement; or
- (b) [F1NHS England] may withhold from the contractor in accordance with the terms of the agreement or any other applicable provisions contained in regulations made by the Secretary of State under section 94(4) of the Act (regulations about section 92

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arrangements) or directions given by the Secretary of State under section 98A of the Act (exercise of functions).

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023](#) (S.I. 2023/1071), reg. 1(1), [Sch. para. 1](#)

Marginal Citations

- M70** Sections 92 was amended by paragraphs 36 of Schedule 4 to the [Health and Social Care Act 2012](#) (c.7) (“the 2012 Act”). Section 94 was amended by section 28(2) of, and paragraph 38(1) and (2) to, the 2012 Act, and by section 17(5) of, and paragraph 2(1)(b) and (2) of Schedule 9 to, the [Crime and Courts Act 2013](#) (c.22). Section 98A was inserted by section 49(1) of the 2012 Act.

Conditions about payments **E+W**

17. Where, as a consequence of regulations made under section 94(4) of the Act (regulations about section 92 arrangements) or in accordance with directions given by the Secretary of State under section 98A of the Act (exercise of functions), [^{F1}NHS England] is required to make a payment to a contractor under an agreement which is subject to conditions, the agreement must contain a term which requires those conditions to be a term of the agreement.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023](#) (S.I. 2023/1071), reg. 1(1), [Sch. para. 1](#)

Fees and charges **E+W**

18.—(1) The agreement 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 may not, either itself or through any other person, demand or accept from any patient of the contractor a fee or other remuneration, for its own or another's benefit, for—

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

except in circumstances set out in regulation 19.

[^{F57}(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 13(4)(b) applies, unless those services are provided outside of core hours—

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- (a) for treatment consisting of an immunisation for which the contractor receives no remuneration from [^{F1}NHS England] 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.]
- (3) Subject to paragraph (4), where—
 - (a) a person applies to a contractor for the provision of services;
 - (b) claims to be entitled to be treated by the contractor without paying a fee or other remuneration; and
 - (c) 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 accordingly in accordance with regulation 19(e).
- (4) Where—
 - (a) a person from whom a contractor received a fee under regulation 19(e) applies to [^{F1}NHS England] for a refund within 14 days from the date of payment of the fee (or within such longer period not exceeding one month as [^{F1}NHS England] may allow if it is satisfied that the failure to apply within 14 days was reasonable); and
 - (b) [^{F1}NHS England] is satisfied that the person was entitled to be treated by the contractor without paying a fee or other remuneration when the treatment was given,
 [^{F1}NHS England] 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

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**
- F57** Reg. 18(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), **20**

Circumstances in which fees and charges may be made **E+W**

- 19.** 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 administrative action that they might take;
 - (c) for treatment which is not primary medical services or is otherwise required to be provided under the agreement 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 [^{F1}NHS England], on a form provided by it for that purpose, with such information about the treatment as [^{F1}NHS England] may require;
- (d) under section 158 of the Road Traffic Act ^{M71} (payment for emergency treatment of traffic casualties);
 - (e) when the contractor treats a patient under regulation 18(3), in which case the contractor is entitled to demand and accept a reasonable fee (recoverable in certain circumstances under regulation 18(4)) for any treatment given, if it 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, or
 - (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 [^{F1}NHS England] and which is requested in connection with travel abroad;
 - (h) for prescribing or providing drugs, medicines or appliances (including a collection of drugs, medicines or appliances in the form of a travel kit) which are required to be in the possession of a patient solely in anticipation of the onset of an ailment or occurrence of an injury while the patient is outside the United Kingdom but for which the patient is not requiring treatment when the medicine 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 a 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 virtue of regulations made under section 115(7) of the Act ^{M72});
 - (k) where the contractor is authorised or required in accordance with arrangements made with [^{F1}NHS England] under section 126 of the Act ^{M73} (arrangements for pharmaceutical services) and in accordance with regulations made under section 129 of the Act ^{M74} (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; ^{F58}...
 - (l) for prescribing or providing drugs or medicines for malaria chemoprophylaxis;
 - [^{F59}(m) for responding to an exemption confirmation request as defined in regulation 15A(2)(a), if that request is not one which the contractor is required to respond to in accordance with regulation 15A.]

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Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**
- F58** Word in reg. 19(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), **3(3)(a)**
- F59** Reg. 19(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), **3(3)(b)**

Marginal Citations

- M71** 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](#).
- M72** Section 115 was amended by paragraph 54 of Schedule 4 to the [Health and Social Care Act 2012 \(c.7\)](#) (“the 2012 Act”).
- M73** Section 126 was amended by sections 213(7)(k) and 220(7) of, and paragraph 63 of Schedule 4 to, the 2012 Act.
- M74** Section 129 was amended by section 26, 27 and 38 of, and Schedule 6 to, the [Health Act 2009 \(c.7\)](#); 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 **E+W**

20.—(1) A contractor which provides essential services 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 the provisions of any directions about enhanced services which were given by the Secretary of State under section 98A of the Act ^{M75} (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 each 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, about the services delivered by the contractor; and
- (b) review any feedback received about the services delivered by the contractor, whether in accordance with 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.

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Marginal Citations

M75 Section 98A was inserted by section 49(1) of the [Health and Social Care Act 2012 \(c.7\)](#).

Publication of earnings information **E+W**

21.—(1) The contractor must publish each year on its practice website [^{F60}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 practitioner who was a party to the agreement for a period of at least six months during that financial year, and
- (ii) every general medical practitioner who was employed or engaged by the contractor to provide services under the agreement 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 have been employed or engaged by the contractor to provide services under the agreement in the contractor's practice on a full-time or a part-time basis and for a period of at least six months during the financial year in respect of which that information relates.

(3) The information specified in sub-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 [^{F1}NHS England], are attributable to the performance or provision by the practitioner under the agreement of medical services to which Part 4 of the Act applies, after having disregarded any expenses properly incurred in the course of performing or providing those services.

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

F60 Words in [reg. 21\(1\)](#) 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. 2 para. 7](#)

[^{F61}Disclosure of information about NHS earnings: contractors and sub-contractors **E+W**

21A.—(1) An agreement which is with a person falling within section 93(1)(b) to (e) of the Act must include the term specified in paragraph (2).

(2) The term is a term which requires the contractor to comply with the disclosure obligation for each relevant financial year in which—

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- (a) they are a contractor, and
- (b) their NHS earnings exceed the relevant threshold.
- (3) For the purposes of this regulation—
 - (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 [^{F62}NHS England] 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) ^{F63}... “relevant financial year” means a financial year ending—
 - (i) on or after 31st March [^{F64}2022], but
 - (ii) on or before 31st March 2024;
 - ^{F65}(ba)
 - (c) “relevant threshold” means—
 - ^{F66}(i)
 - ^{F67}(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.
- [^{F68}(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 ^{F69}....
- (6) An agreement must also include a term which prevents the contractor from sub-contracting any of its obligations to provide clinical services under the agreement 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 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 financial threshold;
 - (c) in all cases, the sub-contract prohibits the sub-contractor (“S”) from sub-contracting, where permitted by paragraph 43(4A) of Schedule 2, 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 in relation to 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 in 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.

(7) An agreement 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 agreement by any other person, and
- (b) which is in force at the time when [^{F70}the term in paragraph (7) is incorporated into the contract].

(9) The terms are—

(a) a term which requires—

(i) the subcontractor ("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, ^{F71}...

(b) a term which prevents S from sub-contracting obligations to provide clinical services under the contract, where permitted by paragraph 43(4A) of Schedule 2, 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 [^{F72}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 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 [^{F73}, 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;

"NHS earnings" has the meaning given in regulation 27B;

"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

- F61** Regs. 21A, 21B 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. 2 para. 1**
- F62** Words in reg. 21A(3)(a) substituted (1.2.2023) by The Health and Social Care Information Centre (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023 (S.I. 2023/98), reg. 1(2), **Sch. para. 53(3)** (with reg. 3)
- F63** Words in reg. 21A(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. 2 para. 9(1)(i)**
- F64** Word in reg. 21A(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. 2 para. 9(1)(ii)**
- F65** Reg. 21A(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. 2 para. 9(1)(iii)**
- F66** Reg. 21A(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. 2 para. 9(1)(iv)**
- F67** Reg. 21A(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), **3(2)(a)(iii)**
- F68** Reg. 21A(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. 2 para. 9(2)**
- F69** Words in reg. 21A(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), **3(2)(c)**
- F70** Words in reg. 21A(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. 2 para. 9(3)**
- F71** Word in reg. 21A(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. 2 para. 9(4)**
- F72** Word in reg. 21A(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. 2 para. 9(5)**
- F73** Reg. 21A(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. 2 para. 9(6)**

[^{F74}Disclosure of information about NHS earnings: jobholders **E+W**

21AA.—(1) In this regulation—

- (a) “disclosure obligation”, “relevant financial year”, “relevant threshold”, “the disclosure date” and “sub-contractor” have the meanings given in regulation 21A;
- (b) “NHS earnings” has the meaning given in regulation 21B.

(2) In this regulation and, where applicable, in regulation 21B—

“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 agreement 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 43(4A) of Schedule 2 (“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 agreement 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 43(4A) of Schedule 2, 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) An agreement 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) An agreement must also contain a term which prevents the contractor from sub-contracting any of its obligations to provide clinical services under the agreement 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 it 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
- (b) to use reasonable endeavours to include it 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.

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(7) An agreement 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 agreement, is amended to include the term specified in paragraph (6).

(8) An agreement 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 agreement 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) to use reasonable endeavours to include the term specified in paragraph (6) in any contract of engagement to which S is a party 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 agreement unless the sub-contract entered into by S includes the term specified in paragraph (5).

(10) An agreement 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”) ^[F75]—

- (a) to include the term specified in paragraph (6) in any contract of engagement which T enters into with a jobholder on or after entering into the contract with the contractor;
- (b) to use reasonable endeavours to include that term in any contract of engagement which T has entered into prior to entering into the contract with the contractor.]

(11) An agreement must also contain a term which prevents the contractor from sub-contracting any of its obligations to provide clinical services under the agreement, 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 ^[F76]—

- (i) to include the term specified in paragraph (6) in any contract of engagement which T enters into with a jobholder on or after entering into the contract with S;
- (ii) to use reasonable endeavours to include that term in any contract of engagement which T has entered into prior to entering into the contract with S;]

(b) include in any sub-contract between S and P a term requiring P to ^[F77]use reasonable endeavours to] include in any third party contract (whenever entered into) the term specified in paragraph (12).

^[F78](12) The term is one which requires T—

- (a) to include the term specified in paragraph (6) in any contract of engagement which T enters into with a jobholder on or after entering into the contract with P;
- (b) to use reasonable endeavours to include that term in any contract of engagement which T has entered into prior to entering into the contract with P.]

(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

- F61** Regs. 21A, 21B 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. 2 para. 1](#)
- F74** Reg. 21AA 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. 2 para. 10](#)
- F75** Reg. 21AA(10) renumbered in part as reg. 21AA(10)(a)(b) (15.5.2023) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2023 \(S.I. 2023/449\)](#), reg. 1(2), [Sch. 2 para. 3\(2\)](#)
- F76** Reg. 21AA(11)(a) renumbered in part as reg. 21AA(11)(a)(i)(ii) (15.5.2023) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2023 \(S.I. 2023/449\)](#), reg. 1(2), [Sch. 2 para. 3\(3\)\(a\)](#)
- F77** Words in reg. 21AA(11)(b) inserted (15.5.2023) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2023 \(S.I. 2023/449\)](#), reg. 1(2), [Sch. 2 para. 3\(3\)\(b\)](#)
- F78** Reg. 21AA(12) substituted (15.5.2023) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2023 \(S.I. 2023/449\)](#), reg. 1(2), [Sch. 2 para. 3\(4\)](#)

Calculation of NHS earnings for the purposes of ^{F79}regulations 21A and 21AA] **E+W**

21B.—(1) This regulation sets out how an individual's NHS earnings are to be calculated for the purposes of ^{F80}regulations 21A and 21AA].

(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 ^{F81}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—

- ^{F82}(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

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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 92 or 83(2) 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, [^{F83}and]

(b) paragraph 3, ^{F84}...

^{F85}(c)

[
^{F86}(4A) For the purposes of this regulation, where a contractor has sub-contracted any obligations under the agreement, 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 43(4A) of Schedule 2,

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

(5) In this regulation—

“the NHS Pension Scheme Regulations” means the National Health Service Pension Scheme Regulations 2015 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 [^{F87}21A];

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

Textual Amendments

F61 Regs. 21A, 21B 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. 2 para. 1**

F79 Words in reg. 21B 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. 2 para. 11(1)**

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- F80** Words in reg. 21B(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. 2 para. 11(2)**
- F81** Word in reg. 21B(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. 2 para. 11(3)(a)**
- F82** Reg. 21B(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. 2 para. 11(3)(b)**
- F83** Word in reg. 21B(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. 2 para. 11(4)(i)**
- F84** Word in reg. 21B(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. 2 para. 11(4)(ii)**
- F85** Reg. 21B(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. 2 para. 11(4)(iii)**
- F86** Reg. 21B(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. 2 para. 11(5)**
- F87** Word in reg. 21B(5) 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. 2 para. 11(6)**

Out of hours services **E+W**

22.—(1) Subject to paragraphs (2) and (3), an agreement under which essential services are to be provided must provide for the provision of out of hours services throughout the out of hours period unless—

- (a) [^{F1}NHS England] has accepted in writing, prior to the signing of the agreement, a written request from the contractor that the agreement should not require the contractor to make such provision;
- (b) the contractor has opted out of providing such services in the out of hours period in accordance with Part 6; or
- (c) the agreement has been otherwise varied to exclude a requirement to make such provision.

(2) Except to the extent that the agreement otherwise provides, a contractor whose agreement includes the provision of out of hours services is only required to provide such services 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 such services.

(3) Paragraph (4) applies to a contractor which—

- (a) provides out of hours services to registered patients of another contractor or provider of essential services (or their equivalent); or
- (b) has contracted to provide out of hours services to patients to whom it provides essential services.

(4) The contractor must, in the provision of those services—

- (a) meet the quality requirements set out in [^{F88}the Integrated Urgent Care Key Performance Indicators published on 25th June 2018]; and

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- (b) comply with any requests for information which it receives from, or on behalf of, [^{F1}NHS England] 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.
- (5) Where a contractor is a provider of essential services but is not required to provide out of hours services under the agreement or, under Part 6, has opted out of the provision of such services under the agreement, the contractor must—
 - (a) monitor the quality of the out of hours services which are offered or provided to its registered patients having regard to the [^{F89}Integrated Urgent Care Key Performance Indicators] referred to in sub-paragraph (4) and record, and act appropriately in relation to, any concerns arising;
 - (b) record any patient feedback received, including complaints; and
 - (c) report to [^{F1}NHS England], either at the request of [^{F1}NHS England] or otherwise, any concerns arising about the quality of the out of hours services which are offered or provided to patients to its registered patients having regard to—
 - (i) any patient feedback received, including any complaints; and
 - (ii) the quality requirements set out in the [^{F90}Integrated Urgent Care Key Performance Indicators] referred to in paragraph (4).

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**
- F88** Words in reg. 22(4)(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), **10(a)**
- F89** Words in reg. 22(5)(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), **10(b)**
- F90** Words in reg. 22(5)(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), **10(c)**

Sub-contracting **E+W**

23. An agreement must contain terms which prevent a contractor from sub-contracting any of its obligations to provide clinical services under the agreement except in the circumstances provided for in Part 5 of Schedule 2.

Variation of agreements **E+W**

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

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

- (a) regulation 25;
- (b) Part 6; and
- (c) paragraphs 43(3) and 52 of Schedule 2.

[^{F91}Variation of agreements: integrated care provider contracts E+W

24A. Schedule 2A has effect in relation to the variation of an agreement 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

F91 Reg. 24A inserted (E.) (1.4.2019) by [The Amendments Relating to the Provision of Integrated Care Regulations 2019 \(S.I. 2019/248\)](#), regs. 1(1), **32**

Variation of agreements: registered patients from outside practice area E+W

25.—(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 (4) and (5), the terms of the contractor's agreement 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 agreement as if the person resided within the contractor's practice area.

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

- (a) the terms under which the contractor is to provide essential services and any other service;
- (b) the terms under which the contractor is required to provide out of hours services to patients to whom it provides essential services; and
- (c) the terms which give effect to the following provisions of Schedule 2 (other contractual terms)—
 - (i) paragraph 1 (services to registered patients),
 - (ii) paragraph 5(1) (attendance at practice premises),
 - (iii) paragraph 6(2)(a) (attendance outside practice premises) , and
 - (iv) paragraph 20(2) (refusal of applications for inclusion 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 the terms specified in paragraph (3), or to comply with those terms, the agreement must be varied so as to include a term which has the effect of modifying the application of paragraph 23 of Schedule 2 (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 agreement 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 agreement must also be varied so as to include terms which have the effect of releasing the contractor and [^{F1}NHS England] from all obligations, rights and liabilities relating to the terms specified in paragraph (3) (including any right to enforce those

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terms) where, in the opinion of the contractor, it is not clinically appropriate or practical under those arrangements to—

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

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

- (a) essential services, and any other service in core hours, if, at the time the treatment is required, it is not clinically appropriate or practical to provide primary medical services given the particular circumstances of the patient; or
- (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.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Termination of agreements **E+W**

26.—(1) An agreement may only be terminated in the circumstances provided for by Part 8 of Schedule 2.

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

Other required terms **E+W**

27.—(1) Subject to paragraph (2), an agreement must also contain provisions which are equivalent in their effect to the provisions set out in Parts 6 to 14 of, and Schedules 1 and 2 to, these Regulations, unless the agreement 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 76(5) to (14);
- (b) regulation 77; and
- (c) paragraph 40(5) to (9) and 41(5) to (17) of Schedule 2,

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

[^{F92}Suspension of agreement terms or of enforcement of agreement terms while a disease is or in anticipation of a disease being imminently pandemic etc. **E+W**

27A.—(1) Any term that is part of an agreement as a consequence of action taken under this Part, 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 agreement, 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,

[^{F1}NHS England] 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, [^{F1}NHS England] 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 personal medical services agreements—
 - (i) in the area to which the announcement relates,
 - (ii) in the circumstances specified in the announcement, and
 - (iii) 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 agreement.
- (2) [^{F1}NHS England] must not take enforcement action, as provided for in an agreement, in respect of a breach of a term of the agreement 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,

[^{F1}NHS England] 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, [^{F1}NHS England] 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 personal medical services agreements—
 - (i) in the area to which the announcement relates
 - (ii) in the circumstances specified in the announcement, and
 - (iii) 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

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

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F92 Reg. 27A 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), 20

PART 6 **E+W**

Out of hours services: opt outs

Opt outs: interpretation **E+W**

28. In this Part—

“out of hours opt out notice” means a notice given under regulation 30(1) to opt out permanently of the provision of out of hours services;

“OOH day” is the day specified by the contractor in the out of hours opt out notice which the contractor gives to ^[F1]NHS England for the commencement of the out of hours opt out;

“B day” is the day six months after the date on which the out of hours opt out notice was given; and

“C day” is the day nine months after the date on which the out of hours opt out notice was given.

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by The Health and Care Act 2022 (Further Consequential Amendments) (No. 2) Regulations 2023 (S.I. 2023/1071), reg. 1(1), **Sch. para. 1**

Opt outs: general **E+W**

29. Where—

- (a) an agreement requires the contractor to provide out of hours services in accordance with regulation 22; and
- (b) the contractor has contracted to provide out of hours services only to patients to which it is required to provide essential services under the agreement,

the agreement must contain terms relating to the procedure for opting out of the provision of those services which have the same effect as those specified in the following provisions of this Part.

Opting out of out of hours service provision **E+W**

30.—(1) Where a contractor wants to terminate its obligation under the agreement to provide out of hours services, the contractor must give an out of hours opt out notice in writing to ^[F1]NHS England to that effect.

(2) An out of hours opt out notice must specify the OOH day, which must be either three or six months after the date on which that notice was given.

(3) ^[F1]NHS England must approve the out of hours opt out notice and specify, in accordance with paragraph (5), the OOH day as soon as is reasonably practicable and, in any event, before the end of the period of 28 days beginning with the date on which ^[F1]NHS England receives the out of hours opt out notice.

(4) ^[F1]NHS England must give notice to the contractor in writing of its decision as soon as possible.

(5) A contractor may not withdraw an out of hours opt out notice once it has been approved by [F1NHS England] under paragraph (3) without [F1NHS England's] agreement.

(6) Following receipt of the out of hours opt out notice, [F1NHS England] must use reasonable endeavours to make arrangements for the contractor's registered patients to receive the out of hours services from an alternative provider from OOH day.

(7) The contractor's duty to provide the out of hours services terminates on OOH day unless [F1NHS England] gives notice in writing to the contractor under paragraph (7) (extending OOH day to B day or C day).

(8) If [F1NHS England] is not successful in finding an alternative provider to take on the provision of the out of hours services from OOH day, [F1NHS England] must give notice in writing to the contractor of this fact no later than one month before OOH day, and—

- (a) in a case where OOH day is three months after service of the opt out notice, the contractor must continue to provide the out of hours services until B day unless, at least one month before B day, it receives a notice in writing from [F1NHS England] under paragraph (8) that, despite using reasonable endeavours, it has failed to find an alternative provider to take on the provision of the out of hours services from B day;
- (b) in a case where OOH day is six months after the date on which the opt out notice was served, the contractor must continue to provide the out of hours services until C day.

(9) Where, in accordance with paragraph (9)(a), the opt out is to commence on B day and [F1NHS England], despite using reasonable endeavours, has failed to find an alternative provider to take on the provision of the out of hours services from that day, [F1NHS England] must give notice in writing to the contractor of this fact at least one month before B day, in which case the contractor must continue to provide the out of hours services until C day.

(10) The opt out takes effect at 8.00am on the relevant day unless—

- (a) the day is a Saturday, Sunday, Good Friday, Christmas Day, or a bank holiday, in which case the opt out takes effect on the next working day at 8.00am; or
- (b) [F1NHS England] and the contractor agree a different day or time.

(11) As soon as reasonably practicable and, in any event, before the end of the period of seven days beginning with the date on which [F1NHS England] gives notice under paragraph (10), [F1NHS England] must enter into discussions with the contractor concerning the support that [F1NHS England] may give to the contractor or other changes which [F1NHS England] or the contractor may make in relation to the provision of out of hours services until C day.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Informing patients of opt outs **E+W**

31.—(1) Before any out of hours opt out takes effect, [F1NHS England] and the contractor must discuss how to inform the contractor's patients of the proposed opt out.

(2) The contractor must, if requested by [F1NHS England], inform its registered patients of an opt out and the arrangements made for them to receive the out of hours services by—

- (a) placing a notice in the contractor's waiting rooms; or
- (b) including the information in the contractor's practice leaflet.

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Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

PART 7 **E+W**

Right to a general medical services contract

Right to a general medical services contract **E+W**

32.—(1) Where a contractor is providing essential services under the agreement and would like to enter into a general medical services contract by virtue of this regulation, the contractor must give notice in writing to ^{F1}[NHS England] to that effect at least three months before the date on which the contractor would like to enter into the general medical services contract.

(2) A notice given under paragraph (1) must—

- (a) state that the contractor wants to terminate the agreement and the date on which the contractor would like the agreement to terminate, which must be at least three months after the date on which the notice was given;
- (b) subject to paragraph (3), give the names of the person or persons with whom the contractor wants ^{F1}[NHS England] to enter into a general medical services contract; and
- (c) confirm that the person or persons so named meet the conditions set out in section 86 of the Act ^{M76}(persons eligible to enter into GMS contracts) and regulations 5 (conditions relating solely to general medical practitioners) and 6 (general condition relating to all contracts) of the General Medical Services Contracts Regulations or, where the contractor is not able so to confirm, provide the reason why it is not able to do so together with confirmation that the person or persons will, immediately prior to entering into the general medical services contract, meet those conditions.

(3) A person's name may only be given in a notice referred to in paragraph (1) if that person is a party to the agreement.

(4) ^{F1}[NHS England] must acknowledge receipt of the notice given under paragraph (1) before the end of the period of seven days beginning with the date on which ^{F1}[NHS England] received the notice.

(5) Provided that the conditions set out in section 86 of the Act (persons eligible to enter into GMS contracts) and regulations 5 and 6 of the General Medical Services Contracts Regulations are met, ^{F1}[NHS England] must enter into a general medical services contract with the person or persons named in the notice given under paragraph (1).

(6) In addition to the terms required by the Act and the General Medical Services Contracts Regulations, a general medical services contract entered into by virtue of this regulation must provide for—

- (a) the general medical services contract to commence immediately after the termination of the agreement;
- (b) the names of the patients included in the contractor's list of patients immediately before the termination of the agreement to be included in the first list of patients to be prepared and maintained by ^{F1}[NHS England] under paragraph 17 of Schedule 3 to the General Medical Services Contracts Regulations;

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(c) the same services to be provided under the general medical services contract as were provided under the agreement immediately before it was terminated unless the parties otherwise agree; and

(d) the opt out of the provision of out of hours services referred to in paragraph (7) in accordance with the terms specified in Part 6 of the General Medical Services Contracts Regulations (opt outs: additional and out of hours services).

(7) The out of hours services are the services which the contractor was providing under the agreement in accordance with regulation 22 immediately before its termination and which the general medical services contract continues to require the contractor to provide.

(8) An agreement is to terminate on the date stated in the notice given by the contractor under paragraph (1) unless a different date is agreed by the contractor and [F1NHS England] or no general medical services contract is entered into by [F1NHS England] by virtue of this regulation.

(9) Where there is a dispute as to whether or not a person satisfies the conditions set out in section 86 of the Act (persons eligible to enter into a GMS contract), or of regulations 5 and 6 of the General Medical Services Contracts Regulations, the contractor may appeal to the First-tier Tribunal^{M77} under this regulation and [F1NHS England] is to be the respondent.

(10) Any other dispute relating to this regulation is to be determined by the Secretary of State in accordance with regulation 9(2) and (3) of the General Medical Services Contracts Regulations.

(11) The parties to a dispute referred to the Secretary of State in accordance with paragraph (10) are the contractor and [F1NHS England].

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Marginal Citations

M76 [Section 86](#) was amended by paragraph 32 of Schedule 4 to the [Health and Social Care Act 2012 \(c.7\)](#).

M77 The First-tier Tribunal was established in 2008 by Part 1 of the [Tribunals, Courts and Enforcement Act 2007 \(c.15\)](#). The Health, Education and Social Chamber is responsible for hearing appeals concerning matters relating to the Health Service in England and Wales.

PART 8 E+W

Persons who perform services

Qualifications of performers: medical practitioners E+W

33.—(1) Subject to paragraph (2), a medical practitioner may not perform medical services under the agreement unless that medical practitioner is—

- (a) included in the medical performers list;
- (b) not suspended from that list or from the Medical Register; and
- (c) not subject to interim suspension under section 41A of the Medical Act 1983^{M78} (interim orders).

(2) Paragraph (1) does not apply to any medical practitioner who is an exempt medical practitioner within the meaning of paragraph (3) but in so far as any medical services that the medical practitioner performs constitute part of a post-registration programme.

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- (3) For the purposes of this regulation, an “exempt medical practitioner” is—
- (a) a medical practitioner employed by an NHS trust, an NHS foundation trust, a Health Board or a Health and Social Services Trust who is providing services other than primary medical services at the practice premises;
 - (b) a person who is provisionally registered under section 15 ^{M79} (provisional registration), 15A ^{M80} (provisional registration for EEA nationals) or 21 ^{M81} (provisional registration) of the Medical Act 1983, and who is acting in the course of that person's employment in a resident medical capacity in a post-registration programme;
 - (c) a GP Specialty Registrar who has applied to [F1NHS England] to be included in its medical performers list until the occurrence of the first of the following events—
 - (i) [F1NHS England] gives notice to the GP Specialty Registrar of its decision in respect of that application; or
 - (ii) the end of a period of three months, beginning with the date on which that GP Specialty Registrar begins a postgraduate medical education and training scheme necessary for the award of a CCT;
 - (d) a medical practitioner who—
 - (i) is not a GP Specialty Registrar,
 - (ii) is undertaking a post-registration programme of clinical practice supervised by the General Medical Council,
 - (iii) has given notice to [F1NHS England] of the intention to undertake part or all of a post-registration programme in England at least 24 hours before commencing any part of that programme, and
 - (iv) has, with the notice given, provided [F1NHS England] with evidence sufficient for [F1NHS England] to satisfy itself that the medical practitioner is undertaking a post-registration programme.

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Marginal Citations

M78 1983 c.54. Section 41A was inserted by [S.I. 2015/794](#).

M79 1983 c.54. Section 15 was substituted by [S.I. 2006/1914](#).

M80 [Section 15A](#) was inserted by [S.I. 2000/3041](#), and was amended by [S.I. 2006/1914](#), [S.I. 2007/3101](#) and [S.I. 2011/1043](#).

M81 [Section 21](#) was amended by [S.I.1996/1591](#), [S.I. 2002/3135](#), [S.I. 2006/1914](#) and [S.I. 2007/3101](#).

Qualifications of performers: health care professionals **E+W**

34.—(1) A health care professional (other than one to whom regulation 33 applies) may not perform clinical services under the agreement unless—

- (a) that health care professional is registered with the professional body relevant to that health care professional's profession; and
- (b) that registration is not subject to a period of suspension.

Conditional registration or inclusion in a primary care list **E+W**

35. Where the registration of a health care professional, or, in the case of a medical practitioner, the inclusion of that practitioner's name in a primary care list, is subject to conditions, the contractor must ensure compliance with those conditions in so far as they are relevant to the agreement.

Clinical experience **E+W**

36. A health care professional may not perform any clinical services under the agreement unless that person has such clinical experience and training as is necessary to enable the person to properly perform such services.

Conditions for employment and engagement: medical practitioners **E+W**

37.—(1) Subject to paragraphs (2) and (3), a contractor may not employ or engage a medical practitioner (other than an exempt medical practitioner within the meaning of regulation 33(3)) unless—

- (a) the practitioner has provided the contractor with documentary evidence that the practitioner is entered in the medical performers list; and
- (b) the contractor has checked that the practitioner meets the requirements of regulation 36.

(2) Where—

- (a) the employment or engagement of a medical practitioner is urgently needed; and
- (b) it is not possible for the contractor to check the matters referred to in regulation 36 in accordance with paragraph (1)(b) before employing or engaging the practitioner,

the contractor may employ or engage the practitioner on a temporary basis for a single period of up to seven days while such checks are undertaken.

(3) Where the prospective employee is a GP Specialty Registrar, the requirements in paragraph (1) apply with modifications so that—

- (a) the GP Specialty Registrar is treated as having provided documentary evidence of the GP Specialty Registrar's application to [F1NHS England] for inclusion in the medical performers list; and
- (b) confirmation that the GP Specialty Registrar's name appears on that list is not required until the end of the first two months of the GP Specialty Registrar's training period.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Conditions for employment or engagement: health care professionals **E+W**

38.—(1) Subject to paragraph (2), a contractor may not employ or engage a health care professional to perform clinical services under the agreement unless—

- (a) the contractor has checked that the health care professional meets the requirements of regulation 34; or
- (b) the contractor has taken reasonable steps to satisfy itself that the health care professional meets the requirements of regulation 36.

(2) Where—

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(a) the employment or engagement of a health care professional is urgently needed; and
 (b) it is not possible for the contractor to check the matters referred to in regulation 36 in accordance with paragraph (1) before employing or engaging the healthcare professional,
 the contractor may employ or engage the health care professional on a temporary basis for a single period of up to seven days while such checks are undertaken.

(3) When considering a health care professional's experience and training for the purposes of paragraph (1)(b), the contractor must, in particular, have regard to any—

- (a) post-graduate or post-registration qualification held by the health care professional; and
- (b) relevant training undertaken, and any relevant clinical experience gained, by the health care professional.

Clinical references **E+W**

39.—(1) The contractor may not employ or engage a health care professional to perform clinical services under the agreement (other than a medical practitioner to whom regulation 33(2)(d) applies) unless—

- (a) that person has provided two clinical references, relating to two recent posts (which may include any current post) as a health care professional which lasted for three months without a significant break, or where this is not possible, a full explanation of why this is the case and details of alternative referees; and
- (b) the contractor has checked and is satisfied with the references.

(2) Where—

- (a) the employment or engagement of a health care professional is urgently needed; and
- (b) it is not possible for the contractor to obtain and check the references in accordance with paragraph (1)(b) before employing or engaging that health care professional,

the contractor may employ or engage the health care professional on a temporary basis for a single period of up to 14 days while the references are checked and considered, and for an additional period of a further seven days if the contractor believes that the person supplying those references is ill, on holiday or otherwise temporarily unavailable.

(3) Where the contractor employs or engages the same person on more than one occasion within a period of three months, the contractor may rely on the references provided on the first occasion, provided that those references are not more than 12 months old.

Verification of qualifications and competence **E+W**

40.—(1) The contractor must, before employing or engaging a person to assist it in the provision of services under the agreement, take reasonable steps to satisfy itself that the person in question is both suitably qualified and competent to discharge the duties for which that person is to be employed or engaged.

(2) The duty imposed on the contractor by paragraph (1) is in addition to the duties imposed by regulations 37 to 39.

(3) When considering the competence and suitability of a person for the purposes of paragraph (1), the contractor must, in particular, have regard to that person's—

- (a) academic and vocational qualifications;
- (b) education and training; and
- (c) previous employment or work experience.

Training **E+W**

41.—(1) The contractor must ensure that for any health care professional who is—

- (a) performing clinical services under the agreement, or
- (b) employed or engaged to assist in the performance of such services,

there are in place arrangements for the purpose of maintaining and updating the skills and knowledge of that health care professional in relation to the services which that health care professional is performing or assisting in the performance of.

(2) The contractor must afford to each employee reasonable opportunities to undertake appropriate training with a view to maintaining that employee's competence.

Arrangements for GP Specialty Registrars **E+W**

42.—(1) The contractor may only employ a GP Specialty Registrar subject to the conditions specified in paragraph (2).

(2) The conditions specified in this paragraph are that the contractor must not, by reason only of having employed a GP Specialty Registrar, reduce the total number of hours for which other medical practitioners perform primary medical services under the agreement or for which other staff assist those medical practitioners in the performance of those services.

(3) Where a contractor employs a GP Specialty Registrar, the contractor must—

- (a) offer that GP Specialty Registrar terms of employment in accordance with such rates, and subject to such conditions, as are approved by the Secretary of State concerning the grants, fees, travelling and other allowances payable to GP Specialty Registrars; and
- (b) take into account the guidance contained in the document entitled “A Reference Guide to Postgraduate Specialty Training in the UK”^{M82}.

Marginal Citations

M82 This guidance last published in May 2014 is available at <http://specialtytraining.hee.nhs.uk/files/2013/10/A-Reference-Guide-for-Postgraduate-Specialty-Training-in-the-UK.pdf>. Hard copies are available from Health Education England, 1st Floor, Blenheim House, Duncombe Street, Leeds, LS1 4PL.

Doctors with provisional registration **E+W**

43. A contractor may not, by reason only of having employed or engaged a person who is—

- (a) provisionally registered under section 15, 15A or 21 of the Medical Act 1983^{M83}; and
- (b) acting in the course of that person's employment in a resident medical capacity in a post-registration programme,

reduce the total number of hours in which other staff assist in the performance of medical services under the agreement.

Marginal Citations

M83 1983 c.54. Section 15 was substituted by articles 2 and 26 of [S.I. 2006/1914](#). Section 15A was inserted by regulations 2 and 3 of [S.I. 2000/3041](#), and was amended by [S.I. 2006/1914](#) and [S.I. 2007/1043](#). Section 21 was amended by [S.I. 1996/1591](#), [S.I. 2002/3135](#), [S.I. 2006/1914](#) and [S.I. 2007/3101](#).

Notice requirements in respect of relevant prescribers **E+W**

- 44.**—(1) For the purposes of this regulation, “a relevant prescriber” is—
- (a) a chiropodist or podiatrist independent prescriber;
 - (b) an independent nurse prescriber;
 - (c) a pharmacist independent prescriber;
 - (d) a physiotherapist independent prescriber; or
 - (e) a supplementary prescriber.
- (2) The contractor must give notice to [F¹NHS England] where—
- (a) a relevant prescriber is employed or engaged by a contractor to perform functions which include prescribing;
 - (b) a relevant prescriber is a party to the agreement whose functions include prescribing; or
 - (c) the functions of a relevant prescriber whom the contractor already employs or has already engaged are extended to include prescribing.
- (3) The notice under paragraph (2) must be given in writing to [F¹NHS England] before the expiry of the period of seven days beginning with the date on which—
- (a) the relevant prescriber was employed or engaged by the contractor or, as the case may be, became a party to the agreement (unless immediately before becoming such a party, paragraph (2)(a) applied to that relevant prescriber); or
 - (b) the functions of the relevant prescriber were extended to include prescribing.
- (4) The contractor must give notice to [F¹NHS England] where—
- (a) the contractor ceases to employ or engage a relevant prescriber in the contractor's practice whose functions include prescribing in the contractor's practice;
 - (b) a relevant prescriber ceases to be a party to the agreement;
 - (c) the functions of a relevant prescriber employed or engaged by the contractor in the contractor's practice are changed so that they no longer include prescribing in the contractor's practice; or
 - (d) the contractor becomes aware that a relevant prescriber whom it employs or engages has been removed or suspended from the relevant register.
- (5) The notice under paragraph (4) must be given in writing to [F¹NHS England] before the end of the second working day after the day on which an event described in sub-paragraphs (a) to (d) occurred in relation to the relevant prescriber.
- (6) The contractor must provide the following information when it gives notice to [F¹NHS England] in accordance with paragraph (2)—
- (a) the person's full name;
 - (b) the person's professional qualifications;
 - (c) the person's identifying number which appears in the relevant register;
 - (d) the date on which the person's entry in the relevant register was annotated to the effect that the person was qualified to order drugs, medicines and appliances for patients;
 - (e) the date on which—
 - (i) the person was employed or engaged (if applicable),
 - (ii) the person became a party to the agreement (if applicable), or
 - (iii) the functions of the person were extended to include prescribing in the contractor's practice.

(7) The contractor must provide the following information when it gives notice to [F1NHS England] in accordance with paragraph (4)—

- (a) the person's full name;
- (b) the person's professional qualifications;
- (c) the person's identifying number which appears in the relevant register; and
- (d) the date on which—
 - (i) the person ceased to be employed or engaged in the contractor's practice,
 - (ii) the person ceased to be a party to the agreement,
 - (iii) the functions of the person were changed so as to no longer include prescribing in the contractor's practice, or
 - (iv) the person was removed or suspended from the relevant register.

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Signing of documents **E+W**

45.—(1) The contractor must ensure—

- (a) that the documents specified in paragraph (2) include—
 - (i) the clinical profession of the health care professional who signed the document; and
 - (ii) the name of the contractor on whose behalf the document is signed; and
- (b) that the documents specified in paragraph (3) include the clinical profession of the health care professional who signed the document.

(2) The documents specified in this paragraph are—

- (a) certificates issued in accordance with regulation 15, unless regulations relating to particular certificates provide otherwise; and
- (b) any other clinical documents apart from—
 - (i) home oxygen order forms, and
 - (ii) the documents specified in paragraph (3).

(3) The documents specified in this paragraph are batch issues, prescription forms and repeatable prescriptions.

(4) This regulation is in addition to any other requirements relating to the documents specified in paragraphs (2) and (3) whether in these Regulations or elsewhere.

Level of skill **E+W**

46. The contractor must carry out its obligations under the agreement with reasonable care and skill.

Appraisal and assessment **E+W**

47.—(1) The contractor must ensure that any medical practitioner performing services under the agreement—

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- (a) participates in the appraisal system provided by [^{F1}NHS England] unless that medical practitioner participates in an appropriate appraisal system provided by another health service body or is an armed forces GP; and
- (b) co-operates with [^{F1}NHS England] in relation to [^{F1}NHS England's] patient safety functions.

(2) [^{F1}NHS England] must provide an appraisal system for the purposes of paragraph (1)(a) after consultation with the Local Medical Committee (if any) for the area in which the practitioner is to provide services under the agreement and such other persons as appear to it to be appropriate.

(3) In paragraph (1), “armed forces GP” means a medical practitioner who is employed on a contract of service by the Ministry of Defence, whether or not as a member of the armed forces of the Crown.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

PART 9 **E+W**

Prescribing and dispensing

Prescribing: general **E+W**

48.—(1) The contractor must ensure that—

- (a) any prescription form or repeatable prescription issued or created by a prescriber;
- (b) any home oxygen order form issued by a health care professional; and
- (c) any [^{F93}listed prescription items] voucher issued by a prescriber or any other person acting under the agreement,

complies as appropriate with the requirements in regulations 49, 50 and 52 to 55.

[^{F94}(2) In regulations 49, 50 and 52 to 56, a reference to “drugs” includes contraceptive substances and a reference to “appliances” includes contraceptive appliances.]

Textual Amendments

- F93** Words in [reg. 48\(1\)\(c\)](#) substituted (21.12.2021) by [The National Health Service \(Charges, Primary Medical Services and Pharmaceutical and Local Pharmaceutical Services\) \(Coronavirus\) \(Further Amendments\) Regulations 2021 \(S.I. 2021/1346\)](#), regs. 1(2)(a), **21(2)**
- F94** [Reg. 48\(2\)](#) 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), **21**

[^{F95}Prescribing software and supply shortages etc. of medicines **E+W**

48A.—(1) This paragraph applies where—

- (a) the Secretary of State, in the exercise of the Secretary of State's obligations, duties or powers in respect of ensuring that adequate supplies of English health service medicines are available—
 - (i) has acquired information under Part 6 of the Health Service Products (Provision and Disclosure of Information) Regulations 2018 (information about price and availability of health service medicines) about a particular English health service medicine, and
 - (ii) authorises the disclosure of information derived from that information ("relevant communications information") to contractors for the purpose of ensuring, by the appropriate and effective management of—
 - (aa) a supply shortage of that particular English health service medicine, or
 - (bb) the discontinuation of the production of that particular English health service medicine,that adequate supplies of English health service medicines are available;
 - (b) the contractor wishes to receive relevant communications information via the prescribing software that it has to support the issuing of prescriptions for English health service medicines (in addition to the other ways in which it may access that information); and
 - (c) there is a software programme available to the contractor from its supplier of prescribing software ("SPS") that would enable that.
- (2) Where paragraph (1) applies, the contractor must ensure that the arrangements it makes with a SPS to support the issuing of prescriptions for English health service medicines—
- (a) include appropriate provision requiring the updating of the software to take account of relevant communications information about supply shortages of, or the discontinuation of the production of, particular English health service medicines; and
 - (b) are, as regards that inclusion, consistent with the authorisation referred to in paragraph (1)(a)(ii).
- (3) The disclosure of relevant communications information by the Secretary of State or a person acting on the Secretary of State's behalf to a SPS, or by a SPS to a contractor in a manner that is consistent with the authorisation referred to in paragraph (1)(a)(ii), is not a disclosure of confidential or commercially sensitive information affected by section 264B(2)(b) of the Act, in a case where but for this paragraph it would be, if the disclosure is—
- (a) for the purpose of ensuring, by the appropriate and effective management by the Secretary of State (and persons acting on the Secretary of State's behalf) of—
 - (i) a supply shortage of the particular English health service medicine in question, or
 - (ii) the discontinuation of the production of the particular English health service medicine in question,that adequate supplies of English health service medicines are available; and
 - (b) proportionate to that purpose.
- (4) A disclosure of relevant communications information as mentioned in paragraph (3) may be by way of permitting access to that information rather than proactive disclosure.
- (5) A disclosure of relevant communications information that is as mentioned in paragraph (3) is to be treated as neither constituting a breach of confidence nor prejudicing commercial interests in any case where, but for this paragraph, it would be so treated.
- (6) Section 264B(3)(f) of the Act applies to the contractor in respect of relevant communications information received as part of the arrangements mentioned in paragraph (2) as it would if the

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Secretary of State had disclosed that information to the contractor directly instead of via an intermediary.

(7) A SPS must not disclose relevant communications information, other than as provided for in paragraph (3), if it is confidential or commercially sensitive information that, when disclosed to a contractor by the Secretary of State, is subject to the disclosure restriction in section 264B(2)(b) of the Act.]

Textual Amendments

F95 Reg. 48A inserted (1.4.2023) by [The National Health Service \(Amendments Relating to Pre-Payment Certificates, Hormone Replacement Therapy Treatments and Medicines Shortages\) Regulations 2023](#) (S.I. 2023/171), regs. 1(1), **15**

Orders for drugs, medicines or appliances **E+W**

49.—(1) Subject to [F96paragraphs (1A), (2) and (3)] and to the restrictions on prescribing in regulations 54 and 55, a prescriber must order any drugs, medicines or appliances which are needed for the treatment of a patient who is receiving treatment under the agreement by—

- (a) issuing to the patient a non-electronic prescription form or non-electronic repeatable prescription completed in accordance with paragraph (6);
- (b) creating and transmitting an electronic prescription in circumstances to which regulation 50(1) applies,

and a non-electronic prescription form, non-electronic repeatable prescription or electronic prescription that is for health service use must not be used in any other circumstances.

[F97(1A) If, on a particular occasion when a drug, medicine or appliance is needed as mentioned in paragraph (1)—

- (a) the prescriber is able, without delay, to order the drug, medicine or appliance by means of an electronic prescription;
- (b) the Electronic Prescription Service software that the prescriber would use for that purpose provides for the creation and transmission of electronic prescriptions without the need for a nominated dispenser; and
- (c) none of the reasons for issuing a non-electronic prescription form or a non- electronic repeatable prescription given in paragraph (1B) apply,

the prescriber must create and transmit an electronic prescription for that drug, medicine or appliance.

(1B) The reasons given in this paragraph are—

- (a) although the prescriber is able to use the Electronic Prescription Service, the prescriber is not satisfied that—
 - (i) the access that the prescriber has to the Electronic Prescription Service is reliable, or
 - (ii) the Electronic Prescription Service is functioning reliably;
- (b) the patient, or where appropriate the patient's authorised person, informs the prescriber that the patient wants the option of having the prescription dispensed elsewhere than in England;
- (c) the patient, or where appropriate the patient's authorised person, insists on the patient being issued with a non-electronic prescription form or a non-electronic repeatable prescription for a particular prescription and in the professional judgment of the prescriber the welfare

of the patient is likely to be in jeopardy unless a non-electronic prescription form or a non-electronic repeatable prescription is issued;

- (d) the prescription is to be issued before the contractor's EPS phase 4 date or the contractor has no such date.]

(2) A healthcare professional must order any home oxygen services which are needed for the treatment of a patient who is receiving treatment under the agreement by issuing a home oxygen order form.

(3) During an outbreak of an illness for which a [F98]listed prescription item] may be used for a treatment or for prophylaxis, if—

- (a) the Secretary of State or [F1]NHS England] has made arrangements for the distribution of a [F98]listed prescription item] free of charge; and
- (b) that [F98]listed prescription item] is needed for treatment or prophylaxis of any patient who is receiving treatment under the agreement,

a prescriber may order that [F98]listed prescription item] by using a [F99]listed prescription items] voucher and must sign that [F99]listed prescription items] voucher [F100](with an electronic signature, if an electronic form is used)] if one is used.

(4) During an outbreak of an illness for which a [F101]listed prescription item] may be used for treatment or for prophylaxis, if—

- (a) the Secretary of State or [F1]NHS England] has made arrangements for the distribution of a [F101]listed prescription item] free of charge;
- (b) those arrangements contain criteria set out in a protocol which enable persons who are not prescribers to identify the symptoms of, and whether there is a need for treatment or prophylaxis of, that disease;
- (c) a person acting on behalf of the contractor, who is not a prescriber but who is authorised by [F1]NHS England] to order [F102]listed prescription items], has applied the criteria referred to in sub-paragraph (b) to a patient who is receiving treatment under the agreement; and
- (d) having applied the criteria, that person has concluded that the [F101]listed prescription item] is needed for the treatment or prophylaxis of the patient,

that person may order that [F101]listed prescription item] by using a [F102]listed prescription items] voucher and must sign that [F102]listed prescription items] voucher [F103](with an electronic signature, if an electronic form is used)] if one is used.

(5) A prescriber may only order drugs, medicines or appliances on a repeatable prescription where the drugs, medicines or appliances are to be provided more than once.

[F104](5A) A prescriber must only order one prescription item on a prescription form or repeatable prescription that is used by the prescriber for ordering a listed HRT prescription item.

(5B) For the purposes of paragraph (5A), “listed HRT prescription item” is to be construed in accordance with regulation 17A(1)(a) of the National Health Service (Charges for Drugs and Appliances) Regulations 2015, read with regulation 17A(7) of those Regulations.]

(6) In issuing a non-electronic prescription form or non-electronic repeatable prescription the prescriber must—

- (a) sign the prescription form or repeatable prescription in ink in the prescriber's own handwriting, and not by means of a stamp, with the prescriber's initials, or forenames, and surname; and
- (b) only sign the prescription or repeatable prescription after particulars of the order have been inserted in the prescription form or repeatable prescription.

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(7) A prescription form or repeatable prescription must not refer to any previous prescription form or repeatable prescription.

(8) A separate prescription form or repeatable prescription must be used for each patient, except where a bulk prescription is issued for a school or institution under regulation 54.

(9) A home oxygen order form must be signed by a health care professional.

(10) Where a prescriber orders the drug buprenorphine or diazepam or a drug specified in Schedule 2 to the Misuse of Drugs Regulations 2001 ^{M84} (controlled drugs to which regulations 14 to 16, 18, 21, 23, 26 and 27 of those Regulations apply) for supply by instalments for treating addiction to any drug specified in that Schedule, that prescriber must—

- (a) use only the ^{F105}... prescription form provided specially for the purposes of supply by instalments;
- (b) specify the number of instalments to be dispensed and the interval between each instalment; and
- (c) only order such quantity of the drug as will provide treatment for a period not exceeding 14 days.

(11) The prescription form provided specially for the purpose of supply by instalments must not be used for any purpose other than ordering drugs in accordance with paragraph (10).

(12) In an urgent case, a prescriber may only request a chemist to dispense a drug or medicine before a prescription form or repeatable prescription is issued or created if—

- (a) the drug or medicine is not a Scheduled drug;
- (b) the drug is not a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 ^{M85} (which relates to controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Part 1 of Schedule 4 (controlled drugs subject to the requirements of regulations 22, 23, 26 and 27) or Schedule 5 (controlled drugs excepted from the prohibition of importation, exportation and possession and subject to the requirements of regulations 24 and 26) to the Misuse of Drugs Regulations 2001 ^{M86}; and
- (c) the prescriber undertakes to—
 - (i) provide the chemist within 72 hours from the time of the request with a non-electronic prescription form or a non-electronic repeatable prescription completed in accordance with paragraph (6), or
 - (ii) transmit by the Electronic Prescription Service within 72 hours from the time of the request an electronic prescription.

(13) In an urgent case, a prescriber may only request a chemist to dispense an appliance before a prescription form or repeatable prescription form is issued or created if—

- (a) the appliance does not contain a Scheduled drug, or a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Schedule 5 to the Misuse of Drugs Regulations 2001 (controlled drugs excepted from the prohibition on importation, exportation and possession and subject to the requirements of regulations 24 and 26);
- (b) in the case of a restricted availability appliance, the patient is a person, or it is for a purpose, specified in the Drug Tariff; and
- (c) the prescriber undertakes to—

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- (i) provide the chemist within 72 hours from the time of the request with a non-electronic prescription form or non-electronic repeatable prescription completed in accordance with paragraph (6), or
- (ii) transmit by the Electronic Prescription Service within 72 hours from the time of the request an electronic prescription.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**
- F96** Words in reg. 49(1) substituted (26.11.2018) by [The National Health Service \(Pharmaceutical Services, Charges and Prescribing\) \(Amendment\) Regulations 2018 \(S.I. 2018/1114\)](#), regs. 1(1), **21(2)**
- F97** Reg. 49(1A)(1B) inserted (26.11.2018) by [The National Health Service \(Pharmaceutical Services, Charges and Prescribing\) \(Amendment\) Regulations 2018 \(S.I. 2018/1114\)](#), regs. 1(1), **21(3)**
- F98** Words in reg. 49(3) substituted (21.12.2021) by [The National Health Service \(Charges, Primary Medical Services and Pharmaceutical and Local Pharmaceutical Services\) \(Coronavirus\) \(Further Amendments\) Regulations 2021 \(S.I. 2021/1346\)](#), regs. 1(2)(a), **22(2)(a)**
- F99** Words in reg. 49(3) substituted (21.12.2021) by [The National Health Service \(Charges, Primary Medical Services and Pharmaceutical and Local Pharmaceutical Services\) \(Coronavirus\) \(Further Amendments\) Regulations 2021 \(S.I. 2021/1346\)](#), regs. 1(2)(a), **22(2)(b)**
- F100** Words in reg. 49(3) inserted (21.12.2021) by [The National Health Service \(Charges, Primary Medical Services and Pharmaceutical and Local Pharmaceutical Services\) \(Coronavirus\) \(Further Amendments\) Regulations 2021 \(S.I. 2021/1346\)](#), regs. 1(2)(a), **22(2)(c)**
- F101** Words in reg. 49(4) substituted (21.12.2021) by [The National Health Service \(Charges, Primary Medical Services and Pharmaceutical and Local Pharmaceutical Services\) \(Coronavirus\) \(Further Amendments\) Regulations 2021 \(S.I. 2021/1346\)](#), regs. 1(2)(a), **22(3)(a)**
- F102** Words in reg. 49(4) substituted (21.12.2021) by [The National Health Service \(Charges, Primary Medical Services and Pharmaceutical and Local Pharmaceutical Services\) \(Coronavirus\) \(Further Amendments\) Regulations 2021 \(S.I. 2021/1346\)](#), regs. 1(2)(a), **22(3)(b)**
- F103** Words in reg. 49(4) inserted (21.12.2021) by [The National Health Service \(Charges, Primary Medical Services and Pharmaceutical and Local Pharmaceutical Services\) \(Coronavirus\) \(Further Amendments\) Regulations 2021 \(S.I. 2021/1346\)](#), regs. 1(2)(a), **22(3)(c)**
- F104** Reg. 49(5A)(5B) inserted (1.4.2023) by [The National Health Service \(Amendments Relating to Pre-Payment Certificates, Hormone Replacement Therapy Treatments and Medicines Shortages\) Regulations 2023 \(S.I. 2023/171\)](#), regs. 1(1), **16**
- F105** Word in reg. 49(10)(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. 2 para. 12**

Marginal Citations

- M84** [S.I. 2001/3998](#). Schedule 2 was amended by [S.I. 2003/1432](#), [S.I. 2009/3136](#), [S.I. 2011/448](#), [S.I. 2014/1275](#) and [S.I. 2015/891](#).
- M85** 1971 c.38. Section 2 was amended by paragraphs 1 and 2 of Schedule 17 to the [Police Reform and Social Responsibility Act 2011 \(c. 13\)](#).
- M86** [S.I. 2001/3998](#); Schedule 4 was amended by [S.I. 2003/1432](#), [S.I. 2005/3372](#), [S.I. 2007/2154](#), [S.I. 2009/3136](#), [S.I. 2013/625](#), [S.I. 2014/1275](#) and [S.I. 2015/891](#). Schedule 5 was amended by [S.I. 2005/2864](#).

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Electronic prescriptions **E+W**

50.—(1) A prescriber may only order drugs, medicines or appliances by means of an electronic prescription if—

^{F106}(a)

^{F106}(b)

(c) the prescription is not—

(i) for a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Schedule 4 (controlled drugs subject to the requirements of regulations 22, 23, 26 and 27) or 5 (controlled drugs excepted from the prohibition on importation, exportation and possession and subject to the requirements of regulations 24 and 26) to the Misuse of Drugs Regulations 2001, or

(ii) a bulk prescription issued for a school or institution under regulation 56.

[^{F107}(1A) If a prescriber orders a drug, medicine or appliance by means of an electronic prescription, the prescriber must issue the patient with—

(a) subject to paragraph (1C), an EPS token; and

(b) if the patient, or where appropriate an authorised person, so requests, a written record of the prescription that has been created.

(1B) On and after the contractor's EPS phase 4 date, if the order is eligible for Electronic Prescription Service use, the prescriber must ascertain if the patient, or where appropriate the patient's authorised person, wants to have the electronic prescription dispensed by a nominated dispenser.

(1C) The prescriber must not issue the patient with an EPS token if the patient, or where appropriate the patient's authorised person, wants to have the electronic prescription dispensed by a nominated dispenser.]

(2) A health care professional may not order home oxygen services by means of an electronic prescription.

^{F108}(3)

^{F108}(4)

Textual Amendments

F106 Reg. 50(1)(a)(b) omitted (26.11.2018) by virtue of [The National Health Service \(Pharmaceutical Services, Charges and Prescribing\) \(Amendment\) Regulations 2018 \(S.I. 2018/1114\)](#), regs. 1(1), **22(2)**

F107 Reg. 50(1A)-(1C) inserted (26.11.2018) by [The National Health Service \(Pharmaceutical Services, Charges and Prescribing\) \(Amendment\) Regulations 2018 \(S.I. 2018/1114\)](#), regs. 1(1), **22(3)**

F108 Reg. 50(3)(4) omitted (26.11.2018) by virtue of [The National Health Service \(Pharmaceutical Services, Charges and Prescribing\) \(Amendment\) Regulations 2018 \(S.I. 2018/1114\)](#), regs. 1(1), **22(4)**

Nomination of dispensers for the purpose of electronic prescriptions **E+W**

51.—(1) A contractor authorised to use the Electronic Prescription Service for its patients must [^{F109}, if a patient, or where appropriate the patient's authorised person, so requests,] enter into the particulars relating to the patient which are held in the Patient Demographic Service operated by [^{F110}NHS England]^{M87}—

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- (a) where the patient does not have a nominated dispenser, the dispenser chosen by the patient [^{F111}or where appropriate the patient's authorised person];
- (b) where the patient does have a nominated dispenser—
 - (i) a replacement dispenser, or
 - (ii) a further dispenser,
 chosen by the patient.
- (2) Paragraph (1)(b)(ii) does not apply if the number of the nominated dispensers would thereby exceed the maximum number permitted by the Electronic Prescription Service.
- ^{F112}(3)
- (4) A contractor must—
 - (a) not seek to persuade the patient [^{F113}or the patient's authorised person] to nominate a dispenser recommended by the prescriber or the contractor; and
 - (b) if asked by the patient [^{F114}or the patient's authorised person] to recommend a chemist whom the patient [^{F115}or the patient's authorised person] might nominate as the patient's dispenser, provide the patient [^{F116}or, as the case may be, the patient's authorised person] with the list given to the contractor by [^{F1}NHS England] of all chemists in the area who provide an Electronic Prescription Service.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023](#) (S.I. 2023/1071), reg. 1(1), **Sch. para. 1**
- F109** Words in reg. 51(1) inserted (26.11.2018) by [The National Health Service \(Pharmaceutical Services, Charges and Prescribing\) \(Amendment\) Regulations 2018](#) (S.I. 2018/1114), regs. 1(1), **23(2)(a)**
- F110** Words in [reg. 51\(1\)](#) substituted (1.2.2023) by [The Health and Social Care Information Centre \(Transfer of Functions, Abolition and Transitional Provisions\) Regulations 2023](#) (S.I. 2023/98), reg. 1(2), **Sch. para. 53(4)** (with [reg. 3](#))
- F111** Words in reg. 51(1)(a) inserted (26.11.2018) by [The National Health Service \(Pharmaceutical Services, Charges and Prescribing\) \(Amendment\) Regulations 2018](#) (S.I. 2018/1114), regs. 1(1), **23(2)(b)**
- F112** Reg. 51(3) omitted (26.11.2018) by virtue of [The National Health Service \(Pharmaceutical Services, Charges and Prescribing\) \(Amendment\) Regulations 2018](#) (S.I. 2018/1114), regs. 1(1), **23(3)**
- F113** Words in reg. 51(4)(a) inserted (26.11.2018) by [The National Health Service \(Pharmaceutical Services, Charges and Prescribing\) \(Amendment\) Regulations 2018](#) (S.I. 2018/1114), regs. 1(1), **23(4)(a)**
- F114** Words in reg. 51(4)(b) inserted (26.11.2018) by [The National Health Service \(Pharmaceutical Services, Charges and Prescribing\) \(Amendment\) Regulations 2018](#) (S.I. 2018/1114), regs. 1(1), **23(4)(b)(i)**
- F115** Words in reg. 51(4)(b) inserted (26.11.2018) by [The National Health Service \(Pharmaceutical Services, Charges and Prescribing\) \(Amendment\) Regulations 2018](#) (S.I. 2018/1114), regs. 1(1), **23(4)(b)(ii)**
- F116** Words in reg. 51(4)(b) inserted (26.11.2018) by [The National Health Service \(Pharmaceutical Services, Charges and Prescribing\) \(Amendment\) Regulations 2018](#) (S.I. 2018/1114), regs. 1(1), **23(4)(b)(iii)**

Marginal Citations

- M87** The Health and Social Care Information Centre is a body corporate established by section 252(1) of the [Health and Social Care Act 2012](#) (c.7).

Repeatable prescribing services **E+W**

52.—(1) The contractor may only provide repeatable prescribing services to a person on its lists of patients if the contractor—

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- (a) satisfies the conditions specified in paragraph (2); and
 - (b) has given notice in writing to [^{F1}NHS England] of its intention to provide repeatable prescribing services in accordance with paragraphs (3) and (4).
- (2) The conditions specified in this paragraph are that—
- (a) the contractor has access to computer systems and software which enable it to issue non-electronic repeatable prescriptions and batch issues; and
 - (b) the practice premises at which the repeatable prescribing services are to be provided are located in a local authority area in which there is also located the premises of at least one chemist who has undertaken to provide, or has entered into arrangements to provide, repeat dispensing services.
- (3) The notice given under paragraph (1)(b) must confirm that the contractor—
- (a) wants to provide repeatable prescribing services;
 - (b) intends to begin providing those services from a specified date; and
 - (c) satisfies the conditions specified in paragraph (2).
- (4) The date specified by the contractor under paragraph (3)(b) must be at least ten days after the date on which the notice under paragraph (1)(b) was given.
- (5) Nothing in this regulation requires a contractor or prescriber to provide repeatable prescribing services to any person.
- (6) A prescriber may only provide repeatable prescribing services to a person on a particular occasion if—
- (a) the person has agreed to receive such services on that occasion; and
 - (b) the prescriber considers that it is clinically appropriate to provide such services to that person on that occasion.
- (7) The contractor may not provide repeatable prescribing services to any of its patients to whom a person specified in paragraph (8) is authorised or required by [^{F1}NHS England] to provide pharmaceutical services in accordance with arrangements under section 126 ^{M88} (arrangements for pharmaceutical services) and section 132 ^{M89} (persons authorised to provide pharmaceutical services) of the Act.
- (8) The persons specified in this paragraph are—
- (a) a medical practitioner who is a party to the agreement;
 - (b) in the case of an agreement with a qualifying body, any medical practitioner who is both a legal and beneficial shareholder in that body; or
 - (c) any medical practitioner employed or engaged by the contractor.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Marginal Citations

- M88** Section 126 was amended by sections 213(7)(k) and 220(7) of, and paragraph 63 of Schedule 4 to, the [Health and Social Care Act 2012 \(c.7\)](#) (“the 2012 Act”).
- M89** Section 132 was amended by paragraph 69 of Schedule 4 to the 2012 Act, section 115(1) of, and paragraphs 120 and 121 of Schedule 9 to, the [Protection of Freedoms Act 2012 \(c.9\)](#), and by [S.I. 2007/289](#) and [S.I. 2010/22](#) and 231.

Repeatable prescriptions **E+W**

53.—(1) A prescriber who issues a non-electronic repeatable prescription must at the same time issue the appropriate number of batch issues.

(2) Where a prescriber wants to make a change to the type, quantity, strength or dosage of drugs, medicines or appliances ordered on a person's repeatable prescription, the prescriber must—

- (a) in the case of a non-electronic repeatable prescription—
 - (i) give notice to the person, and
 - (ii) make reasonable efforts to give notice to the chemist providing repeat dispensing services to the person,that the original repeatable prescription should no longer be used to obtain or provide repeat dispensing services and make arrangements for a replacement repeatable prescription to be issued to the person; or
- (b) in the case of an electronic repeatable prescription—
 - (i) arrange with the Electronic Prescription Service for the cancellation of the original repeatable prescription, and
 - (ii) create a replacement electronic repeatable prescription relating to the person and give notice to the person that this has been done.

(3) Where a prescriber has created an electronic repeatable prescription for a person, the prescriber must, as soon as practicable, arrange with the Electronic Prescription Service for its cancellation if, before the expiry of that prescription—

- (a) the prescriber considers that it is no longer safe or appropriate for the person to receive the drugs, medicines or appliances ordered on the person's electronic repeatable prescription or it is no longer safe or appropriate for the person to continue to receive repeatable prescribing services;
- (b) the prescriber has issued the person with a non-electronic repeatable prescription in place of the electronic repeatable prescription; or
- (c) it comes to the prescriber's notice that the person has been removed from the list of patients of the contractor on whose behalf the prescription was issued.

(4) Where a prescriber has cancelled an electronic repeatable prescription relating to a person in accordance with paragraph (3), the prescriber must give notice to the person as soon as possible to that effect.

(5) A prescriber who has issued a non-electronic repeatable prescription in relation to a person must, as soon as possible, make reasonable efforts to give notice to the chemist that that repeatable prescription should no longer be used to provide repeat dispensing services to that person, if, before the expiry of that repeatable prescription—

- (a) the prescriber considers that it is no longer safe or appropriate for the person to receive the drugs, medicines or appliances ordered on the person's repeatable prescription or that it is no longer safe or appropriate for the person to continue to receive repeatable prescribing services;
- (b) the prescriber issues or creates a further repeatable prescription in respect of the person to replace the original repeatable prescription other than in the circumstances referred to in paragraph (2)(a) (for example, because the person wants to obtain the drugs, medicines or appliances from a different chemist); or
- (c) it comes to the prescriber's attention that the person has been removed from the list of patients of the contractor on whose behalf the prescription was issued.

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(6) Where the circumstances in paragraph (5)(a) to (c) apply, the prescriber must, as soon as practicable, give notice to a person that the person's repeatable prescription should no longer be used to obtain repeat dispensing services.

[^{F117}][^{F118}Prescribing for electronic repeat dispensing] E+W

53A.—(1) Subject to regulations 49, 50, 52 and 53(2)(b) to (4), where a prescriber orders a drug, medicine or appliance by means of an electronic repeatable prescription, the prescriber must issue the prescription in a format appropriate for [^{F119}electronic repeat dispensing][^{F120}where it is clinically appropriate to do so for that patient on that occasion].

[^{F121}(2) In this regulation, “electronic repeat dispensing” means dispensing as part of pharmaceutical services or local pharmaceutical services which involves the provision of drugs, medicines or appliances accordance with an electronic repeatable prescription.]]

Textual Amendments

- F117** Reg. 53A 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), **22**
- F118** Reg. 53A heading 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. 2 para. 2(2)**
- F119** Words in reg. 53A(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. 2 para. 2(3)**
- F120** Words in reg. 53A(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. 2 para. 5**
- F121** Reg. 53A(2) 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. 2 para. 2(4)**

Restrictions on prescribing by medical practitioners E+W

54.—(1) A medical practitioner, in the course of treating a patient to whom the practitioner is providing treatment under the agreement, must comply with the following paragraphs.

(2) The medical practitioner must not order on a [^{F122}listed prescription items] voucher, prescription form or a repeatable prescription a drug, medicine or other substance specified in any directions given by the Secretary of State under section 88 of the Act (GMS contracts: prescription of drugs etc) as being a drug, medicine or other substance which may not be ordered for patients in the provision of medical services under a general medical services contract.

(3) The medical practitioner must not order on a [^{F122}listed prescription items] voucher, a prescription form or repeatable prescription a drug, medicine or other substance specified in any directions given by the Secretary of State under section 88 of the Act (GMS contracts: prescription of drugs etc) as being a drug, medicine or other substance which can be ordered for specified patients and specified purposes unless—

- (a) the patient is a person of the specified description;
- (b) the drug, medicine or other substance is prescribed for that patient only for the specified purpose; and
- (c) if the order is on a prescription form, the practitioner includes on the form—

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- (i) the reference “SLS”, or
 - (ii) if the order is under arrangements made by the Secretary of State or [^{F1}NHS England] for the distribution of a [^{F123}listed prescription item] free of charge, the reference “ACP”.
- (4) The medical practitioner must not order on a prescription form or repeatable prescription a restricted availability appliance unless—
- (a) the patient is a person, or it is for a purpose, specified in the Drug Tariff; and
 - (b) the practitioner includes on the prescription form the reference “SLS”.
- (5) The medical practitioner must not order on a repeatable prescription a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 ^{M90} (controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Schedule 4 (controlled drugs subject to the requirements of regulations 22, 23, 26 and 27) or Schedule 5 (controlled drugs excepted from the prohibition on importation, exportation and possession and subject to the requirements of regulations 24 and 26) to the Misuse of Drugs Regulations 2001 ^{M91}.
- (6) Subject to regulation 18(2)(b) and to paragraph (7), nothing in the preceding paragraphs prevents a medical practitioner, in the course of treating a patient to whom this regulation refers, from prescribing a drug, medicine or other substance or, as the case may be, a restricted availability appliance or a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (controlled drugs and their classification for the purposes of that Act) for the treatment of that patient under a private arrangement.
- (7) Where, under paragraph (6), a drug, medicine or other substance is prescribed under a private arrangement, if the order is to be transmitted as an electronic communication to a chemist for the drug, medicine or appliance to be dispensed—
- (a) if the order is not for a drug for the time being specified in Schedule 2 (controlled drugs subject to the requirements of regulations 14, 15, 16, 18, 19, 20, 21, 23, 26 and 27) or Schedule 3 (controlled drugs subject to the requirements of regulations 14, 15, 16, 18, 22, 23, 24, 26 and 27) to the Misuse of Drugs Regulations 2001 ^{M92}, it may be transmitted by the Electronic Prescription Service; but
 - (b) if the order is for a drug for the time being specified in Schedule 2 (controlled drugs subject to the requirements of regulations 14, 15, 16, 18, 19, 20, 21, 23, 26 and 27) or Schedule 3 (controlled drugs subject to the requirements of regulations 14, 15, 16, 18, 22, 23, 24, 26 and 27) to the Misuse of Drugs Regulations 2001, it must be transmitted by the Electronic Prescription Service.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)
- F122** Words in [reg. 54](#) substituted (21.12.2021) by [The National Health Service \(Charges, Primary Medical Services and Pharmaceutical and Local Pharmaceutical Services\) \(Coronavirus\) \(Further Amendments\) Regulations 2021 \(S.I. 2021/1346\)](#), regs. 1(2)(a), [23\(2\)](#)
- F123** Words in [reg. 54\(3\)\(c\)\(ii\)](#) substituted (21.12.2021) by [The National Health Service \(Charges, Primary Medical Services and Pharmaceutical and Local Pharmaceutical Services\) \(Coronavirus\) \(Further Amendments\) Regulations 2021 \(S.I. 2021/1346\)](#), regs. 1(2)(a), [23\(3\)](#)

Marginal Citations

M90 [1971 c.38](#).

Changes to legislation: There are outstanding changes not yet made by the legislation.gov.uk editorial team to The National Health Service (Personal Medical Services Agreements) Regulations 2015. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

- M91** [S.I. 2001/3998](#). Schedule 4 was amended by [S.I. 2003/1432](#), [S.I. 2005/3372](#), [S.I. 2007/2154](#), [S.I. 2012/973](#), [S.I. 2013/625](#), [S.I. 2014/1275](#) and [S.I. 2015/1891](#). Schedule 5 was amended by [S.I. 2005/2864](#).
- M92** [S.I. 2001/3998](#). Schedules 2 and 3 were amended by [S.I. 2003/1432](#), [S.I. 2007/2154](#), [S.I. 2009/3136](#), [S.I. 2011/448](#), [S.I. 2012/1311](#), [S.I. 2014/1275](#) and [S.I. 2015/891](#).

Restrictions on prescribing by supplementary prescribers **E+W**

55.—(1) The contractor must have arrangements in place to secure that a supplementary prescriber may only—

- (a) issue or create a prescription for a prescription only medicine;
- (b) administer a prescription only medicine for parenteral administration; or
- (c) give directions for the administration of a prescription only medicine for parenteral administration,

as a supplementary prescriber under the conditions set out in paragraph (2).

(2) The conditions set out in this paragraph are that—

- (a) the person satisfies the conditions in regulation 215 of the Human Medicines Regulations 2012 ^{M93} (prescribing and administration by supplementary prescribers), unless those conditions do not apply by virtue of any of the exemptions set out in the subsequent provisions of those Regulations;
- (b) the prescription only medicine is not specified in any directions given by the Secretary of State under section 88 of the Act (GMS contracts: prescription of drugs etc) as being a drug, medicine or other substance which may not be ordered for patients in the provision of medical services under a general medical services contract; and
- (c) the prescription only medicine is not specified in any directions given by the Secretary of State under section 88 of the Act (GMS contracts: prescription of drugs) as being a prescription only medicine which can only be ordered for specified patients and specified purposes unless—
 - (i) the patient is a person of the specified description,
 - (ii) the medicine is prescribed for that patient only for the specified purposes, and
 - (iii) if the supplementary prescriber is issuing or creating a prescription on a prescription form the prescriber includes on the form—
 - (aa) the reference “SLS”, or
 - (bb) in the case of a ^{F124}listed prescription item] ordered under arrangements made by the Secretary of State or ^{F1}NHS England] for the ^{F125}item’s] distribution free of charge, the reference “ACP”.

(3) Where the functions of a supplementary prescriber include prescribing, the contractor must have arrangements in place to secure that the person may only issue or create a prescription for—

- (a) an appliance; or
- (b) a medicine which is not a prescription only medicine,

as a supplementary prescriber under the conditions set out in paragraph (4).

(4) The conditions set out in this paragraph are that—

- (a) the supplementary prescriber acts in accordance with a clinical management plan which is in effect at the time at which that prescriber acts and which contains the following particulars—

- (i) the name of the patient to whom the plan relates,
 - (ii) the illness or conditions which may be treated by the supplementary prescriber,
 - (iii) the date on which the plan is to take effect, and when it is to be reviewed by the medical practitioner or dentist who is a party to the plan,
 - (iv) reference to the class or description of medicines or types of appliances which may be prescribed or administered under the plan,
 - (v) any restrictions or limitations as to the strength or dose of any medicine which may be prescribed or administered under the plan, and any period of administration or use of any medicine or appliance which may be prescribed or administered under the plan,
 - (vi) relevant warnings about known sensitivities of the patient to, or known difficulties of the patient with, particular medicines or appliances,
 - (vii) the arrangements for giving notice of—
 - (aa) suspected or known adverse reactions to any medicine which may be prescribed or administered under the plan, and suspected or known adverse reactions to any other medicine taken at the same time as any medicine prescribed or administered under the plan, and
 - (bb) incidents occurring with the appliance that might lead, might have led or has led to the death or serious deterioration of the state of health of the patient, and
 - (viii) the circumstances in which the supplementary prescriber should refer to, or seek the advice of the medical practitioner or dentist who is a party to the plan;
- (b) the supplementary prescriber has access to the health records of the patient to whom the plan relates which are used by any medical practitioner or dentist who is a party to the plan;
- (c) if it is a prescription for a prescription only medicine, that prescription only medicine is not specified in any directions given by the Secretary of State under section 88 of the Act (GMS contracts: prescription of drugs etc) as being a drug, medicine or other substance which may not be ordered for patients in the provision of medical services under the agreement;
- (d) if it is a prescription for a prescription only medicine, that prescription only medicine is not specified in any directions given by the Secretary of State under section 88 of the Act (GMS contracts: prescription of drugs etc) as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless—
 - (i) the patient is a person of a specified description,
 - (ii) the medicine is prescribed for that patient only for the specified purposes, and
 - (iii) when issuing or creating the prescription, the supplementary prescriber includes on the prescription form the reference “SLS”;
- (e) if it is prescription for an appliance, the appliance is listed in Part IX of the Drug Tariff; and
- (f) if it is a prescription for a restricted availability appliance—
 - (i) the patient is a person of a description mentioned in the entry in Part IX of the Drug Tariff in respect of that appliance,
 - (ii) the appliance is prescribed only for the purposes specified in respect of that person in that entry, and
 - (iii) when issuing or creating the prescription, the supplementary prescriber includes on the prescription form the reference “SLS”.

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(5) In paragraph (4)(a), “clinical management plan” means a written plan (which may be amended from time to time) relating to the treatment of an individual patient agreed by—

- (a) the patient to whom the plan relates;
- (b) the medical practitioner or dentist who is a party to the plan; and
- (c) any supplementary prescriber who is to prescribe, give directions for administration or administer under the plan.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**
- F124** Words in [reg. 55\(2\)\(c\)\(iii\)\(bb\)](#) substituted (21.12.2021) by [The National Health Service \(Charges, Primary Medical Services and Pharmaceutical and Local Pharmaceutical Services\) \(Coronavirus\) \(Further Amendments\) Regulations 2021 \(S.I. 2021/1346\)](#), regs. 1(2)(a), **24(2)(a)**
- F125** Word in [reg. 55\(2\)\(c\)\(iii\)\(bb\)](#) substituted (21.12.2021) by [The National Health Service \(Charges, Primary Medical Services and Pharmaceutical and Local Pharmaceutical Services\) \(Coronavirus\) \(Further Amendments\) Regulations 2021 \(S.I. 2021/1346\)](#), regs. 1(2)(a), **24(2)(b)**

Marginal Citations

- M93** [S.I. 2012/1916](#). There are no amendments to regulation 215.

Bulk prescribing **E+W**

56.—(1) A prescriber may use a single use non-electronic prescription form where—

- (a) a contractor is responsible under the agreement for the treatment of ten or more persons in a school or other institution in which at least 20 persons normally reside; and
- (b) the prescriber orders, for any two or more of those persons for whose treatment the contractor is responsible, drugs, medicines or appliances to which this regulation applies.

(2) Where a prescriber uses a single non-electronic prescription form for the purpose mentioned in paragraph (1)(b), the prescriber must (instead of entering on the form the names of the persons for whom the drugs, medicines or appliances are ordered) enter on the form—

- (a) the name of the school or other institution in which those persons reside; and
- (b) the number of persons residing there for whose treatment the contractor is responsible.

(3) This regulation applies to any drug, medicine or appliance which can be supplied as part of pharmaceutical services or local pharmaceutical services and which—

- (a) in the case of a drug or medicine, is not a prescription only medicine; or
- (b) in the case of an appliance, does not contain such a product.

Excessive prescribing **E+W**

57.—(1) The contractor must not prescribe drugs, medicines or appliances the cost or quantity of which, in relation to a patient, is, by reason of the character of the drug, medicine or appliance in question, in excess of that which was reasonably necessary for the proper treatment of the patient.

(2) In considering whether a contractor has breached its obligations under paragraph (1), [^{F1}NHS England] may, if the contractor consents, seek the views of the Local Medical Committee (if any) for the area in which the contractor provides services under the agreement.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023](#) (S.I. 2023/1071), reg. 1(1), [Sch. para. 1](#)

Provision of drugs, medicines and appliances for immediate treatment or personal administration **E+W**

58.—(1) Subject to paragraphs (2) and (3), a contractor—

- (a) must provide to a patient a drug, medicine or appliance, which is not a Scheduled drug, where such provision is needed for the immediate treatment of the patient before provision can otherwise be obtained; and
- (b) may provide to a patient a drug, medicine or appliance, which is not a Scheduled drug, which the contractor personally administers or applies to the patient.

(2) A contractor must only provide a restricted availability appliance if it is for a person or a purpose specified in the Drug Tariff.

(3) Nothing in paragraph (1) or (2) authorises a person to supply any drug or medicine to a patient otherwise than in accordance with Part 12 of the Human Medicines Regulations 2012 ^{M94}.

Marginal Citations

- M94** [S.I. 2012/1916](#); as amended by [S.I. 2013/235](#), 1855 and 2593 and [S.I. 2014/490](#) and 1887, [S.I. 2015/323](#), 570, 903 and 1503.

PART 10 **E+W**

Prescribing and dispensing: out of hours services

Supply of medicines etc. by contractors providing out of hours services **E+W**

59.—(1) In this Part—

“complete course” means the course of treatment appropriate to the patient's condition, being the same as the amount that would have been prescribed if the patient had been seen during core hours;

“necessary drugs, medicines and appliances” means those drugs, medicines and appliances which the patient requires and for which, in the reasonable opinion of the contractor having regard to the patient's medical condition, it would not be reasonable in all the circumstances for the patient to wait to obtain them;

“out of hours performer” means a prescriber, a person acting in accordance with a Patient Group Direction or any other health care professional employed or engaged by the contractor who can lawfully supply a drug, medicine or appliance, who is performing out of hours services under the agreement;

“Patient Group Direction” has the meaning given in the regulation 213(1) of the Human Medicines Regulations 2012 ^{M95} (interpretation); and

“supply form” means a form provided by [^{F1}NHS England] and completed by or on behalf of the contractor for the purpose of recording the provision of drugs, medicines or appliances to a patient during the out of hours period.

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(2) Where a contractor whose agreement includes the provision of out of hours services has agreed with [^{F1}NHS England] that its agreement should also include the supply of necessary drugs, medicines or appliances to patients at the time that it is providing them with out of hours services, the contractor must comply with the requirements of paragraphs (3) to (5).

(3) The contractor must ensure that an out of hours performer—

- (a) only supplies necessary drugs, medicines and appliances;
- (b) supplies the complete course of the necessary medicine or drug to treat the patient; and
- (c) does not supply—
 - (i) drugs, medicines or appliances which the contractor could not lawfully supply,
 - (ii) appliances which are not listed in Part IX of the Drug Tariff,
 - (iii) restricted availability appliances, except where the patient is a person, or it is for a purpose, specified in the Drug Tariff, or
 - (iv) a drug, medicine or other substance listed in Schedule 1 to the National Health Service (General Medical Services Contracts) (Prescription of Drugs etc) Regulations 2004 ^{M96} (drugs, medicines and other substances not to be ordered under a general medical services contract), or a drug listed in Schedule 2 to those Regulations ^{M97} (drugs, medicines and other substances that may be ordered only in certain circumstances), other than in the circumstances specified in that Schedule.

(4) The out of hours performer—

- (a) must (except where sub-paragraph (b) applies) record on a separate supply form for each patient any drugs, medicines or appliances supplied to the patient; and
- (b) may complete a single supply form in respect of the supply of any necessary drugs, medicines or appliances to two or more persons in a school or other institution in which at least 20 persons normally reside, in which case the out of hours performer may write on the supply form the name of the school or institution rather than the name of each individual patient.

(5) The out of hours performer must ask any person to produce satisfactory evidence of entitlement where that person makes a declaration that a patient does not have to pay any of the charges specified in regulations made under section 172 of the Act (charges for drugs, medicines or appliances, or pharmaceutical services) or section 174 of the Act (pre-payment certificates) ^{M98} in respect of dispensing services to the patient by virtue of either—

- (a) entitlement to exemption under regulations made under section 172 or 174 of the Act; or
- (b) entitlement to full remission of charges under regulations made under section 182 (remission and repayment of charges) or 183 ^{M99} (payment of travelling expenses) of the Act.

(6) Paragraph (5) does not apply if, at the time of the declaration, satisfactory evidence of entitlement is already available to the out of hours service performer.

(7) If, in accordance with paragraphs (5) and (6), no satisfactory evidence of entitlement is produced or no such evidence is otherwise already available to the out of hours performer, the out of hours performer must endorse the supply form to that effect.

(8) Subject to paragraph (9), nothing in this regulation prevents an out of hours performer from supplying a Scheduled drug or a restricted availability appliance in the course of treating a patient under a private arrangement.

(9) The provisions of regulation 18 which relates to fees and charges apply in respect of the supply of necessary drugs, medicines and appliances under this regulation as they apply in respect of prescriptions for any drugs, medicines and appliances.

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Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**

Marginal Citations

- M95** [S.I. 2012/1916](#). There are no relevant amendments to regulation 213.
- M96** [S.I. 2004/629](#). There are no amendments to Schedule 1.
- M97** [S.I. 2001/3998](#). Schedule 2 was amended by [S.I. 2004/3215](#), [S.I. 2009/2230](#), [S.I. 2010/2389](#), [S.I. 2011/680](#) and [S.I. 2013/363](#) and [S.I. 2012/2389](#) and [S.I. 2014/1625](#).
- M98** The Regulations made under sections 172 and 174 are the [National Health Service \(Travel Expenses and Remission of Charges\) Regulations 2003 \(S.I. 2003/2382\)](#) and the [National Health Service \(Charges for Drugs and Appliances\) Regulations 2015 \(S.I. 2015/570\)](#). [S.I. 2003/2382](#) was amended by [S.I. 2004/633](#) and [S.I. 2005/26](#), [S.I. 2005/578](#) and [S.I. 2011/4](#), [S.I. 2006/562](#), [S.I. 2007/1898](#), [S.I. 2008/571](#), [S.I. 2009/1697](#), [S.I. 2010/1700](#) and [S.I. 2010/2868](#), [S.I. 2009/411](#), [S.I. 2010/620](#), [S.I. 2011/1587](#), [S.I. 2013/458](#), [S.I. 2013/475](#) and [S.I. 2015/417](#), [S.I. 2015/643](#), [S.I. 2015/570](#), [S.I. 2015/993](#) and [S.I. 2017/1776](#).
- M99** [Section 183](#) was amended paragraph 98 of Schedule 4 to the 2012 Act and by [S.I. 2010/915](#) and [S.I. 2013/2269](#).

[^{F126}PART 10A E+W

Vaccines and immunisations

Textual Amendments

- F126** [Pt. 10A](#) 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. 2 para. 1**

Part 10A: interpretation E+W

59A. In this Part—

“GMS Statement of Financial Entitlements” means the directions given by the Secretary of State under section 87 of the Act (GMS contracts: payments);

“vaccine and immunisations services” has the meaning given in regulation 3(7) of the General Medical Services Contracts Regulations.

Vaccines and immunisations: duty of co-operation E+W

59B.—(1) The contractor must co-operate, in so far as is reasonable, with relevant persons—

- (a) to understand the current uptake, and barriers to uptake, of offers to provide or administer vaccines and immunisations of the type specified in the GMS Statement of Financial Entitlements (“relevant vaccines and immunisations”) to patients, and
- (b) to develop (if necessary) a strategy for improving their immunisation programme.

(2) For the purposes of paragraph (1) “relevant persons” means—

- (a) other persons who administer relevant vaccines and immunisations to patients;
- (b) [^{F1}NHS England];

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- (c) the Secretary of State;
- (d) local authorities.
- [integrated care boards.]
- ^{F127}(e)

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)
- F127** [Reg. 59B\(2\)\(e\)](#) inserted (15.5.2023) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2023 \(S.I. 2023/449\)](#), reg. 1(2), [Sch. 2 para. 4](#)

Vaccines and immunisations: appointments **E+W**

59C.—(1) A contractor must ensure that they have in place a system for delivering appointments at which relevant vaccines or immunisations are administered to patients (“immunisation appointments”) which meets the Vaccines and Immunisations Standards.

(2) In this regulation—

“relevant vaccine or immunisation” means a vaccine or immunisation which is of a type specified in the GMS Statement of Financial Entitlements other than—

- (a) an influenza vaccine,
- (b) a vaccine or immunisation the purposes of travel other than overseas travel, or
- (c) a vaccine or immunisation which is offered in response to a local outbreak.

“the Vaccines and Immunisations Standards” means the standards determined by [^{F1}NHS England] and which a contractor is required to meet in relation to the following matters—

- (a) the invitation of patients for immunisation appointments when they first become eligible for relevant vaccines or immunisations (“newly eligible patients”);
- (b) the steps to be taken if no response is received to an invitation falling within sub-paragraph (a);
- (c) the provision of immunisation appointments to newly eligible patients;
- (d) the steps to be taken if a newly eligible patient does not attend an immunisation appointment;
- (e) requests for relevant vaccines or immunisations made by patients who are eligible for them but have not previously received them for any reason;
- (f) the identification of gaps in the vaccination records of registered patients, and the offer, and provision of, immunisation appointments to those patients.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Vaccines and immunisations: catch-up campaigns **E+W**

59D.—(1) The contractor must participate in a manner reasonably required by [F1NHS England] in one vaccines and immunisations catch-up campaign in each financial year.

(2) In this regulation “vaccines and immunisations catch-up campaign” means a campaign which is aimed at maximising the uptake of a particular vaccine or immunisation by patients who are eligible for it but have not received that vaccine or immunisation for any reason (other than a decision to refuse the vaccine or immunisation).

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Vaccines and immunisations: additional staff training **E+W**

59E.—(1) The contractor must ensure that all staff involved in the administration of vaccines and immunisations are trained in the recognition and initial treatment of anaphylaxis.

(2) This regulation does not affect the contractor’s obligations under Part 8.

Vaccines and immunisations: nominated person **E+W**

59F.—(1) The contractor must nominate a person (a “V & I lead”) who is to have responsibility for—

- (a) overseeing the provision of vaccine and immunisation services by the contractor,
- (b) carrying out, on behalf of the contractor, any of the contractor’s functions under regulation 59B, and
- (c) overseeing compliance with the requirements of regulations 59B to 59E.

(2) The contractor must ensure that the V & I lead—

- (a) has regard to all guidance issued by [F1NHS England] which is relevant to that role, and
- (b) if they are not a health care professional, is directly supervised in that role by a healthcare professional.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Vaccines and immunisations: exception for private arrangements **E+W**

59G. Nothing in this Part applies in relation to the offer or administration of any vaccine or immunisation to a patient under a private arrangement.]

PART 11 E+W

Records and information

Patient records E+W

60.—(1) The contractor must keep adequate records of its attendance on and treatment of patients.

(2) A contractor which provides essential services must keep the records referred to in paragraph (1)—

- (a) on forms supplied to it for the purpose by [F1NHS England]; or
- (b) with the written consent of [F1NHS England], by way of computerised records,

or in a combination of those two ways.

(3) A contractor which provides essential services must include in the records referred to in paragraph (1), clinical reports sent in accordance with paragraph 7 of Schedule 2 or from any other health care professional who has provided clinical services to a person on the contractor's list of patients.

(4) The consent of [F1NHS England] required by paragraph (2)(b) may not be withheld or withdrawn provided [F1NHS England] is satisfied, and continues to be satisfied, that—

- [F128(a) the computer system upon which the contractor proposes to keep the records meets the requirements set out in the GPIT Operating Model;]
- (b) the security measures, audit and system management functions incorporated into the computer system [F129and compliant with the GPIT Operating Model] have been enabled; and
- (c) the contractor is aware of, and has signed an undertaking that it will have regard to, the guidelines contained in “The Good Practice Guidelines for GP electronic patient records (Version 4)” published on 21st March 2011 ^{M100}.

(5) Where the patient's records are computerised records, the contractor must, as soon as possible following a request from [F1NHS England], allow [F1NHS England] to access the information recorded on the computer system on which those records are held by means of the audit function referred to in paragraph (4)(b) to the extent necessary for [F1NHS England] to confirm that the audit function is enabled and functioning correctly.

^{F130}[^{F131}(6)]

(6A) Where a patient on a contractor's list of patients has registered with another provider of primary medical services and the contractor receives a request from that provider for the complete records relating to that patient, the contractor must send to [F1NHS England]—

- (a) the complete records, or any part of the records, sent via the GP2GP facility in accordance with regulation 62 for which the contractor does not receive confirmation of safe and effective transfer via that facility; and
- (b) any part of the records held by the contractor only in paper form.

(6B) Where a patient on a contractor's list of patients—

- (a) is removed from that list at that patient's request under paragraph 22 of Schedule 2, or by reason of the application of any of paragraphs 23 to 30 of that Schedule; and
- (b) the contractor has not received a request from another provider of medical services with which that patient has registered for the transfer of the complete records relating to that patient,

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the contractor must send a copy of those records to ^{F1}NHS England].

(6C) Where a contractor’s responsibility for a patient terminates in accordance with paragraph 31 of Schedule 2, the contractor must send any records relating to that patient that it holds to—

- (a) if known, the provider of primary medical services with which that patient is registered; or
- (b) in all other cases, ^{F1}NHS England].

(6D) For the purposes of this regulation, “GP2GP facility” has the same meaning as in paragraph (2) of regulation 62.]

^{F132}(7)

^{F133}(8)

(9) A contractor whose patient records are computerised records must not disable, or attempt to disable, either the security measures or the audit system management functions referred to in paragraph (4)(b).

(10) In this regulation, “computerised records” means records created by way of entries on a computer.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**
- F128** Reg. 60(4)(a) 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. 2 para. 4(1)**
- F129** Words in reg. 60(4)(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. 2 para. 4(2)**
- F130** Reg. 60(6) 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), **3(4)**
- F131** Reg. 60(6)-(6D) substituted for reg. 60(6) (3.10.2016) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2016 \(S.I. 2016/875\)](#), regs. 1(2), **5(a)**
- F132** Reg. 60(7) omitted (3.10.2016) by virtue of [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2016 \(S.I. 2016/875\)](#), regs. 1(2), **5(b)**
- F133** Reg. 60(8) omitted (3.10.2016) by virtue of [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2016 \(S.I. 2016/875\)](#), regs. 1(2), **5(c)**

Marginal Citations

- M100** This guidance is available at <http://www.gov.uk/government/publications/the-good-practice-guidelines-for-gp-electronic-patient-records-version-4-2011>. Hard copies of this guidance are available from the Department of Health, Richmond House, 79 Whitehall, London SW1A 2NS.

^{F134}Record of ethnicity information **E+W**

60A.—(1) This regulation applies if a contractor, or a person acting on behalf of a contractor, makes a request to a patient (“P”) for P to disclose their ethnicity to the contractor so that information can be recorded in P’s medical record (a “relevant request”).

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(2) If P, or where P is a person to whom paragraph (4) applies, an appropriate person [^{F135}acting on behalf of P], discloses P's ethnicity in response to the relevant request, the contractor must record P's ethnicity in P's medical record.

(3) If P, or where P is a person to whom paragraph (4) applies, an appropriate person [^{F136}acting on behalf of P], indicates that they would prefer not to disclose P's ethnicity in response to the relevant request, the contractor must record that response in P's medical record.

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

- (a) are a child, or
- (b) lack the capacity to respond to the relevant request.

(5) Any information recorded in accordance with this regulation may only be processed if the processing is necessary for medical purposes.

(6) Nothing in this regulation authorises the processing of personal data in a manner inconsistent with any provision of the data protection legislation.

(7) In this regulation—

^{F137} ...

“data protection legislation”, “personal data” and “processing” have the same meanings as in the Data Protection Act 2018 (see section 3 of that Act);

“medical purposes” has the meaning given for the purposes of section 251 of the Act.]

Textual Amendments

F134 Reg. 60A inserted (1.1.2021) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2020 (S.I. 2020/1415), regs. 1(2), **3(2)**

F135 Words in reg. 60A(2) 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. 2 para. 4(a)**

F136 Words in reg. 60A(3) 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. 2 para. 4(b)**

F137 Words in reg. 60A(7) omitted (1.10.2021) by virtue of 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. 2 para. 4(c)**

Summary Care Record **E+W**

61.—(1) A contractor which provides essential services must, in any case where there is a change to the information included in a patient's medical record, enable the automated upload of summary information to the Summary Care Record, [^{F138}when the change occurs], using approved systems provided to it by [^{F1}NHS England].

(2) In this regulation—

“Summary Care Record” means the system approved by [^{F1}NHS England] for the automated uploading, storing and displaying of patient data relating to medications, allergies, adverse reactions and, where agreed with the contractor and subject to the patient's consent, any other data [^{F139}(other than any information recorded in accordance with regulation 60A)] [^{F140}or any information about ethnicity provided under regulation 64C] taken from the patient's electronic record; and

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“summary information” means items of patient data that comprise the Summary Care Record.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**
- F138** Words in reg. 61(1) substituted (3.10.2016) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2016 \(S.I. 2016/875\)](#), regs. 1(2), **6**
- F139** Words in reg. 61(2) inserted (1.1.2021) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 3\) Regulations 2020 \(S.I. 2020/1415\)](#), regs. 1(2), **3(3)**
- F140** Words in reg. 61(2) 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. 2 para. 7**

Electronic transfer of patient records between GP practices **E+W**

62.—(1) A contractor which provides essential services must use the facility known as “GP2GP” for the safe and effective transfer of any patient records—

- (a) in a case where a new patient registers with the contractor's practice, to the contractor's practice from another provider of primary medical services (if any) with which the patient was previously registered; or
- (b) in a case where the contractor receives a request from another provider of primary medical services with which the patient has registered, in order to respond to that request.

(2) In this regulation, “GP2GP facility” means the facility provided by [^{F1}NHS England] to a contractor's practice which enables the electronic health records of a registered patient which are held on the computerised clinical systems of the contractor's practice to be transferred securely and directly to another provider of primary medical services with which the patient has registered.

(3) The requirements of this regulation do not apply in the case of a temporary resident.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**

[^{F141}Transfer of patient records between GP practices: time limits **E+W**

62A.—(1) This regulation applies where—

- (a) a patient on a contractor's list of patients has registered with another provider of primary medical services, and
- (b) the contractor receives a request from that provider for the complete records relating to that patient.

(2) The contractor must, before the end of the period of 28 days beginning with the day on which it receives the request from the provider—

- (a) send the complete records (other than any part of the records held only in paper form) to the provider via the GP2GP facility in accordance with regulation 62, and

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- (b) send to [^{F1}NHS England] in accordance with regulation 60(6A), the complete records, or any part of the records—
 - (i) for which the contractor does not receive a confirmation, or
 - (ii) held only in paper form.
- (3) In this regulation—
 - “confirmation”, in relation to records sent via the GP2GP facility, means confirmation of safe and effective transfer via that facility;
 - “GP2P facility” has the same meaning as in paragraph (2) of regulation 62.]

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**
- F141** [Reg. 62A](#) 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. 2 para. 13**

Clinical correspondence: requirement for NHS number **E+W**

- 63.**—(1) A contractor must include the NHS number of a registered patient as the primary identifier in all clinical correspondence issued by the contractor which relates to that patient.
- (2) The requirement in paragraph (1) does not apply where, in exceptional circumstances outside of the contractor's control, it is not possible for the contractor to ascertain the patient's NHS number.
- (3) In this regulation—
- “clinical correspondence” means all correspondence in writing, whether in electronic form or otherwise, between the contractor and other health service providers concerning or arising out of [^{F142}the provision of a remote service or] patient attendance and treatment at practice premises including referrals made by letter or by any other means; and
 - “NHS number”, in relation to a registered patient, means the number, consisting of ten numeric digits, which serves as the national unique identifier used for the purpose of safely, efficiently and accurately sharing information relating to that patient across the whole of the health service in England.

Textual Amendments

- F142** Words in [reg. 63\(3\)](#) 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. 2 para. 5**

[^{F143}Use of fax machines **E+W**

- 63A.**—(1) Where a contractor can transmit information by electronic means (other than facsimile transmission) securely and directly to a relevant person, the contractor must not—
- (a) transmit any information to that person by facsimile transmission, or
 - (b) agree to receive any information from that person by facsimile transmission.
- (2) Paragraph (1) does not apply to any information which relates solely to the provision of clinical services or treatment to a patient under a private arrangement.

(3) In this regulation, “relevant person” means—

- (a) an NHS body,
- (b) another health service provider,
- (c) a patient, or
- (d) a person acting on behalf of a patient.]

Textual Amendments

F143 Reg. 63A inserted (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. 2 para. 3](#)

Patient online services [^{F144}: appointments and prescriptions] **E+W**

64.—(1) A contractor which provides essential services must promote and offer to its registered patients the facility for a patient to—

- (a) book, view, amend, cancel and print appointments online;
- (b) order repeat prescriptions for drugs, medicines or appliances online; and
- (c) view and print a list of any drugs, medicines or appliances in respect of which the patient has a repeat prescription,

in a manner which is capable of being electronically integrated with the computerised clinical systems of the contractor's practice using appropriate systems authorised by [^{F1}NHS England].

(2) The requirements in paragraph (1) do not apply where the contractor does not have access to computer systems and software which would enable it to offer the online services described in that paragraph to its registered patients.

[^{F145}(3) A contractor must when complying with the requirements in paragraph (1)(a)—

- (a) ensure that [^{F146}all of its directly bookable appointments] are made available for online booking, whether or not those appointments are booked online, by telephone or in person, to include all appointments which must be made available for direct booking by NHS 111 in accordance with paragraph 16B of Part 2 of Schedule 2 to these Regulations; and
- (b) consider whether it is necessary, in order to meet the needs of its registered patients, to increase the proportion of appointments which are available for its registered patients to book online and, if so, increase that number.

(3A) In the case of appointments required to be made available for direct booking by NHS 111, in accordance with paragraph 16B of Part 2 of Schedule 2 to these Regulations, those appointments can be released to be booked by a contractor's registered patients by any means in the two hour period within core hours prior to the appointment time, or such other period agreed pursuant to a local arrangement, if they have not been booked by NHS 111 prior to this time.]

^{F147}(4)

^{F148}(5)

^{F149}(5A)

^{F150}(6)

^{F151}(7)

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(8) ^{F152}... The contractor must also promote and offer to its registered patients the facility referred to in paragraph (1)(a) and (b) on [^{F153}the home page (or equivalent) of][^{F154}its practice website or online practice profile].

[^{F155}(9) In this regulation—

(a) “local arrangement” means an arrangement between the contractor and [^{F1}NHS England] as to the timeframe within which appointments not booked by NHS 111 can be released for booking by the contractor’s registered patients; and

^{F156}(b)]

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by The Health and Care Act 2022 (Further Consequential Amendments) (No. 2) Regulations 2023 (S.I. 2023/1071), reg. 1(1), **Sch. para. 1**
- F144** Words in reg. 64 heading inserted (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. 2 para. 8(2)**
- F145** Reg. 64(3)(3A) substituted for reg. 64(3) (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), **23(a)**
- F146** Words in reg. 64(3)(a) 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. 2 para. 14**
- F147** Reg. 64(4) omitted (1.10.2019) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2019 (S.I. 2019/1137), regs. 1(2), **23(b)**
- F148** Reg. 64(5) omitted (1.4.2020) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2020 (S.I. 2020/226), reg. 1(2), **Sch. 2 para. 8(3)**
- F149** Reg. 64(5A) omitted (1.4.2020) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2020 (S.I. 2020/226), reg. 1(2), **Sch. 2 para. 8(3)**
- F150** Reg. 64(6) omitted (1.10.2019) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2019 (S.I. 2019/1137), regs. 1(2), **23(b)**
- F151** Reg. 64(7) omitted (1.10.2018) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2018 (S.I. 2018/844), regs. 1(2), **11**
- F152** Words in reg. 64(8) omitted (1.4.2020) by virtue of The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2020 (S.I. 2020/226), reg. 1(2), **Sch. 2 para. 8(4)(a)**
- F153** Words in reg. 64(8) 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. 2 para. 10**
- F154** Words in reg. 64(8) 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. 2 para. 8(4)(b)**
- F155** Reg. 64(9) 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), **23(d)**

F156 Words in reg. 64(9) omitted (1.4.2020) by virtue of [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2020 \(S.I. 2020/226\)](#), reg. 1(2), [Sch. 2 para. 8\(5\)](#)

[^{F157}[^{F158}Patient online services: provision of online access to coded information in medical record and prospective medical records **E+W**

64ZA.—(1) Where the contractor holds the medical record of a registered patient (“P”) on its computerised clinical systems, the contractor must—

- (a) provide P with the facility to access online information entered onto P’s medical record on or after the relevant date (the “prospective medical record”); and
- (b) promote and offer to P, in accordance with paragraph (2), the facility to access online the information from P’s medical record held in coded form.

(2) For the purposes of paragraph (1)(b), the contractor is taken to be—

- (a) promoting the facility to P where P is encouraged to utilise the practice’s digital services and to interact with the practice via online access;
- (b) offering the facility to P where it is freely available to P if P shows interest in the facility or requests access in writing to their medical records held in coded form.

(3) Where a person (“R”) applies to become a registered patient of the contractor, the contractor must, as part of the registration process—

- (a) make information available to R about the practice’s digital services and about how R may interact with the practice via online access; and
- (b) inform R in writing that on becoming a registered patient, R will be provided with the facility to access R’s prospective medical record (unless R chooses not to be provided with that facility).

(4) The contractor must configure its computerised clinical systems so as to allow its registered patients the facility to access online information entered onto their medical record.

(5) In this regulation, “relevant date” means—

- (a) if the contractor has not provided P with the facility to access online P’s prospective medical record under this regulation as in force immediately before 15th May 2023, the day on which the contractor does provide the facility under paragraph (1)(a); or
- (b) 31st October 2023,

whichever is the earlier.

(6) Where—

- (a) the contractor has not, before 15th May 2023, provided P with the facility to access online P’s prospective medical record; and
- (b) P makes a request in writing to the contractor on or after 15th May 2023 but before 31st October 2023, to be provided with that facility,

the contractor must provide that facility to P by the end of the compliance period or by 31st October 2023 whichever is the earlier.

(7) Where—

- (a) the contractor has not, before 1st November 2023, for whatever reason, provided P with the facility to access online P’s prospective medical record; and
- (b) P makes a request in writing to the contractor on or after 31st October 2023 to be provided with that facility,

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the contractor must provide P with that facility by the end of the compliance period.

(8) Subject to paragraph (9), the contractor must not remove the facility of a registered patient to access online their medical record provided under—

- (a) this regulation as in force immediately before 15th May 2023; or
- (b) paragraph (1).

(9) Nothing in this regulation requires the contractor to provide P with the facility to access—

- (a) online information entered onto the medical record where that information is excepted information;
- (b) online information entered onto P's prospective medical record where P has informed the contractor that they do not, or no longer, wish to be provided with that facility; or
- (c) information referred to in paragraph (1)(b) which the contractor's computerised systems cannot separate from any free-text entry in P's medical record.

(10) For the purposes of this regulation and regulation 64ZB—

- (a) “the compliance period” means the period specified in Article 12 of the UK GDPR for compliance with a request made in exercise of a right under Article 15 of the UK GDPR;
- (b) information is “excepted information” if the contractor would not be required to disclose it in response to a request made in exercise of a right under Article 15 of the UK GDPR.

(11) For the purposes of paragraph (10), “UK GDPR” has the meaning given in section 3(10) of the Data Protection Act 2018.]

Textual Amendments

F157 Regs. 64ZA, 64ZB inserted (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. 2 para. 4](#)

F158 Reg. 64ZA substituted (15.5.2023) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2023 \(S.I. 2023/449\)](#), reg. 1(2)(b), [Sch. 2 para. 5](#)

Patient online services: provision of online access to full digital medical record **E+W**

64ZB.—(1) A contractor must provide a registered patient (“P”) with the facility to access online relevant medical information if—

- (a) its computerised clinical systems ^{F159}... allow it to do so, and
- (b) P requests, in writing, that it provide that facility.

^{F160}(1A) Where P makes a request under paragraph (1)(b), the contractor must provide P with the facility by the end of the compliance period.

(1B) The contractor must configure its computerised clinical systems so as to allow its registered patients the facility to access online their relevant medical information.]

(2) In this regulation “relevant medical information” means any information entered on P's medical record other than—

- (a) any information which P can access online via a facility [^{F161}provided in accordance with regulation 64ZA(1)], or
- (b) any excepted information.]

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Textual Amendments

- F157** Regs. 64ZA, 64ZB inserted (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. 2 para. 4**
- F159** Words in [reg. 64ZB\(1\)\(a\)](#) omitted (15.5.2023) by virtue of [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2023 \(S.I. 2023/449\)](#), reg. 1(2), **Sch. 2 para. 6(2)**
- F160** [Reg. 64ZB\(1A\)\(1B\)](#) inserted (15.5.2023) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2023 \(S.I. 2023/449\)](#), reg. 1(2), **Sch. 2 para. 6(3)**
- F161** Words in [reg. 64ZB\(2\)\(a\)](#) substituted (15.5.2023) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2023 \(S.I. 2023/449\)](#), reg. 1(2), **Sch. 2 para. 6(4)**

[^{F162} **Patient online services: providing and updating personal or contact information** **E+W**]

64ZC.—(1) A contractor must offer and promote to its registered patients a facility for providing their personal or contact information, or informing the contractor of a change to that information, which meets the condition in paragraph (2).

(2) A facility meets the condition in this paragraph if it enables—

- (a) P, or
- (b) where P is a person to whom paragraph (3) applies, an appropriate person acting on behalf of P,

to provide the contractor with, or inform it of any change to, P's personal or contact information in P's medical record, either online or by other electronic means.

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

- (a) are a child, or
- (b) lack the capacity to provide the contractor with their personal or contact information or to authorise a person to provide such information on their behalf.

(4) For the purposes of this regulation, P's personal and contact information is—

- (a) their name;
- (b) their ethnicity;
- (c) their address;
- (d) their telephone number or mobile telephone number (if any);
- (e) their electronic mail address (if any).

Textual Amendments

- F162** [Regs. 64ZC-64ZG](#) 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. 2 para. 8**

Patient online services: provision of an online consultation tool **E+W**

64ZD.—(1) A contractor must offer and promote an online consultation tool to its registered patients.

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- (2) An “online consultation tool” is an online facility provided using appropriate software—
- (a) through which—
 - (i) a patient, or
 - (ii) where the patient is a person to whom paragraph (4) applies, an appropriate person acting on behalf of the patient,
 may, in writing in electronic form, seek advice or information related to the patient’s health or make a clinical or administrative request, but
 - (b) which does not require the response to be given by the contractor in real time.
- (3) An online consultation tool may incorporate—
- (a) any of the facilities which the contractor is required to offer [^{F163}, promote or, as the case may be, provide] under regulations 64 to 64ZC, or
 - (b) the communication method which the contractor is required to offer [^{F164} and promote] under regulation 64ZE.
- (4) This paragraph applies to a person if they—
- (a) are a child, or
 - (b) lack the capacity to communicate with the contractor through an online facility or to authorise a person to communicate with the contractor through such a facility on their behalf.

Textual Amendments

F162 Regs. 64ZC-64ZG 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. 2 para. 8](#)

F163 Words in reg. 64ZD(3)(a) inserted (15.5.2023) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2023 \(S.I. 2023/449\)](#), reg. 1(2), [Sch. 2 para. 7\(a\)](#)

F164 Words in reg. 64ZD(3)(b) inserted (15.5.2023) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2023 \(S.I. 2023/449\)](#), reg. 1(2), [Sch. 2 para. 7\(b\)](#)

Secure electronic communications **E+W**

64ZE.—(1) A contractor must—

- (a) offer and promote to its registered patients a relevant electronic communication method, and
- (b) use the relevant electronic communication method to communicate with—
 - (i) a registered patient, or
 - (ii) where the registered patient is a person to whom paragraph (4) applies, an appropriate person acting on behalf of the patient.

(2) But paragraph (1)(b) does not require the contractor to use the relevant electronic communication method where—

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

(3) For the purposes of this regulation, a “relevant electronic communication method” is a method of electronic communication which is provided using appropriate software and which can be used—

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- (a) by the contractor to respond, in writing in electronic form, to requests made through the online consultation tool, and
 - (b) by the contractor and its registered patients or appropriate persons acting on behalf of registered patients (as the case may be) to otherwise communicate with each other, in writing in electronic form.
- (4) This paragraph applies to a person if they—
- (a) are a child, or
 - (b) lack the capacity to communicate with the contractor using the relevant electronic communication method or to authorise a person to do so on their behalf.

Textual Amendments

F162 Regs. 64ZC-64ZG 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. 2 para. 8**

Video consultations **E+W**

64ZF.—(1) A contractor must offer and promote to its registered patients the facility of participating in their consultations with the contractor by video conference provided using appropriate software (“video consultations”).

(2) But paragraph (1) does not require the contractor to offer a patient a video consultation where—

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

(3) The contractor must not be party to a contract or other arrangement under which the software mentioned in paragraph (1) is provided unless—

- (a) it is satisfied that any software which a patient needs to participate in a video consultation with the contractor’s practice is available free of charge to the patient, and
- (b) it has taken reasonable steps, having regard to the arrangement as a whole and disregarding the costs of any software, to satisfy itself that patients will not have to pay more to participate in video consultations with the contractor’s practice than they would to participate in a meeting by video conference with any other person in the contractor’s area.

Textual Amendments

F162 Regs. 64ZC-64ZG 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. 2 para. 8**

Meaning of “appropriate software” for the purposes of regulations 64ZD, 64ZE and

64ZF **E+W**

64ZG.—(1) For the purposes of regulations 64ZD, 64ZE and 64ZF software which is used to provide a method of communication or facility (as the case may be) is appropriate if the software meets—

- (a) the requirements in the GPIT Operating Model relevant to that software, or

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- (b) requirements which are equivalent in their effect to the relevant requirements in the GPIT Operating Model.

^{F165}(2)]

Textual Amendments

F162 Regs. 64ZC-64ZG 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. 2 para. 8**

F165 Reg. 64ZG(2) 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. 2 para. 6**

^{F166}Patient access to online services **E+W**

64A.—(1) This regulation applies to any contractor which has less than ten per cent of its registered patients registered with the contractor’s practice to use the online services which the contractor is required under regulation 64 ^{F167}or regulation 64ZA(1) or (2)] to ^{F168}promote, offer or, as the case may be, provide] to its registered patients (“patient online services”).

(2) A contractor to which this regulation applies must agree a plan with ^{F1}NHS England] aimed at increasing the percentage of the contractor’s registered patients who are registered with the contractor’s practice to use patient online services.]

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by The Health and Care Act 2022 (Further Consequential Amendments) (No. 2) Regulations 2023 (S.I. 2023/1071), reg. 1(1), **Sch. para. 1**

F166 Reg. 64A inserted (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), **12**

F167 Words in reg. 64A inserted (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. 2 para. 9**

F168 Words in reg. 64A(1) substituted (15.5.2023) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2023 (S.I. 2023/449), reg. 1(2), **Sch. 2 para. 8**

^{F169}Patient access: other availability of directly bookable appointments **E+W**

64B. A contractor must ensure that all of its directly bookable appointments are made available for booking by telephone or in person.]

Textual Amendments

F169 Reg. 64B 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. 2 para. 15**

Confidentiality of personal data: nominated person **E+W**

65. The contractor must nominate a person with responsibility for practices and procedures relating to the confidentiality of personal data held by it.

[^{F170}Requirement to have and maintain an online presence **E+W**

66.—(1) A contractor must have—

- (a) a practice website, or
- (b) an online practice profile.

(2) The contractor must publish on its practice website or profile (as the case may be) all the information which is required to be included in its practice leaflet.

(3) The contractor must publish that information otherwise than by making its practice leaflet available for viewing or downloading.

(4) The contractor must review the information available on its practice website or profile at least once in every period of 12 months.

(5) The contractor must make any amendments necessary to maintain the accuracy of the information on its website or profile following—

- (a) a review under paragraph (4);
- (b) a change to—
 - (i) the address of any of the contractor’s practice premises,
 - (ii) the contractor’s telephone number,
 - (iii) the contractor’s electronic-mail address (if made available on its website or profile), or
 - (iv) any other stated means by which a patient may contact the contractor to book or amend an appointment, or to order repeat prescriptions for drugs, medicines or appliances.

[^{F171}(5A) The contractor must also ensure there are links on its website or profile which direct people to—

- (a) its online consultation tool, and
- (b) the symptom checker and self-care information available on the NHS website.

(5B) The links mentioned in paragraph (5A) must be displayed prominently on the home page (or equivalent) of its website or profile (as the case may be).]

(6) The requirements in this regulation are in addition to those in regulation 21 and paragraph 15(8) of Schedule 2.

(7) In these Regulations, “online practice profile” means a profile—

- (a) which is on a website (other than the NHS website), or an online platform, provided by another person for use by a contractor, and
- (b) through which the contractor advertises the primary medical services it provides.

Textual Amendments

F170 Regs. 66, 66A substituted for reg. 66 (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. 2 para. 5**

Changes to legislation: There are outstanding changes not yet made by the legislation.gov.uk editorial team to The National Health Service (Personal Medical Services Agreements) Regulations 2015. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

F171 Reg. 66(5A)(5B) 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. 2 para. 11**

Requirement to maintain profile page on NHS website **E+W**

66A.—(1) A contractor must review the information available on its profile page on the NHS website at least once in every period of 12 months.

(2) The contractor must make any amendments necessary to maintain the accuracy of the information its profile page following—

- (a) a review under paragraph (1);
- (b) a change to—
 - (i) the address of any of the contractor’s practice premises,
 - (ii) the contractor’s telephone number,
 - (iii) the contractor’s electronic-mail address (if made available on its profile page), or
 - (iv) any other stated means by which a patient may contact the contractor to book or amend an appointment, or to order repeat prescriptions for drugs, medicines or appliances.]

Textual Amendments

F170 Regs. 66, 66A substituted for reg. 66 (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. 2 para. 5**

Provision of information **E+W**

67.—(1) Subject to paragraph (2), the contractor must, at the request of [F¹NHS England], produce to [F¹NHS England], or to a person authorised in writing by [F¹NHS England], or allow [F¹NHS England], or a person authorised in writing by [F¹NHS England], to access—

- (a) any information which is reasonably required by [F¹NHS England] for the purposes of or in connection with the agreement; and
- (b) any other information which is reasonably required in connection with [F¹NHS England’s] functions.

(2) The contractor is not be required to comply with any request made under paragraph (1) unless it has been made by [F¹NHS England] in accordance with directions relating to the provision of information by contractors given to it by the Secretary of State under section 98A of the Act (exercise of functions).

(3) The contractor must produce the information requested, or, as the case may be, allow [F¹NHS England], or a person authorised by [F¹NHS England], access to such information—

- (a) by such date as has been agreed as reasonable between the contractor and [F¹NHS England]; or
- (b) in the absence of such agreement, before the end of the period of 28 days beginning with the date on which the request is made.

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Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Provision of information: GP access data **E+W**

^{F172}**67A.**

Textual Amendments

- F172** Reg. 67A omitted (1.10.2019) by virtue of [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2019 \(S.I. 2019/1137\)](#), regs. 1(2), [24](#)

^{F173}National Diabetes Audit **E+W**

67B.—(1) A contractor must record any data required by [^{F1}NHS England] for the purposes of the National Diabetes Audit in accordance with paragraph (2).

(2) The data recorded under paragraph (1) must be appropriately coded by the contractor and uploaded onto the contractor's computerised clinical systems in accordance with the requirements of guidance published by NHS Employers for these purposes.

(3) The contractor must ensure that the coded data is uploaded onto its computerised clinical systems and available for collection by [^{F174}NHS England] at such intervals during each financial year as are notified to the contractor by [^{F174}NHS England].

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)
- F173** Regs. 67B-67F inserted (6.10.2017) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2017 \(S.I. 2017/908\)](#), regs. 1(2), [6](#)
- F174** Words in [reg. 67B\(3\)](#) substituted (1.2.2023) by [The Health and Social Care Information Centre \(Transfer of Functions, Abolition and Transitional Provisions\) Regulations 2023 \(S.I. 2023/98\)](#), reg. 1(2), [Sch. para. 53\(5\)](#) (with [reg. 3](#))

Information relating to indicators no longer in the Quality and Outcomes Framework **E+W**

67C. A contractor must allow the extraction from the contractor's computerised clinical systems by [^{F175}NHS England] of the information specified in the Table relating to clinical indicators which are no longer in the Quality and Outcomes Framework at such intervals during each financial year as are notified to the contractor by [^{F175}NHS England].

[^{F176}Table

Quality and Outcomes Framework – indicators no longer in the Quality and Outcomes Framework

Changes to legislation: There are outstanding changes not yet made by the legislation.gov.uk editorial team to The National Health Service (Personal Medical Services Agreements) Regulations 2015. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

Indicator ID	Indicator Description
F177	
...	
CHD003	The percentage of patients with coronary heart disease whose last measured cholesterol (measured in the preceding 12 months) is 5 mmol/l or less
CKD002	The percentage of patients on the CKD register in whom the last blood pressure reading (measured in the preceding 12 months) is 140/85 mmHg or less
CKD004	The percentage of patients on the CKD register whose notes have a record of a urine albumin: creatinine ratio (or protein: creatinine ratio) test in the preceding 12 months
NM84	The percentage of patients on the CKD register with hypertension and proteinuria who are currently treated with renin-angiotensin system antagonists
CVD-PP002	The percentage of patients diagnosed with hypertension (diagnosed after or on 1st April 2009) who are given lifestyle advice in the preceding 12 months for: smoking cessation, safe alcohol consumption and healthy diet
DM005	The percentage of patients with diabetes, on the register, who have a record of an albumin: creatinine ratio test in the preceding 12 months
DMO11	The percentage of patients with diabetes, on the register, who have a record of retinal screening in the preceding 12 months
EP002	The percentage of patients 18 or over on drug treatment for epilepsy who have been seizure free for the last 12 months recorded in the preceding 12 months
EP003	The percentage of women aged 18 or over and who have not attained the age of 55 who are taking antiepileptic drugs who have a record of information and counselling about contraception, conception and pregnancy in the preceding 12 months
LD002	The percentage of patients on the learning disability register with Down's syndrome aged 18 or over who have a record of blood TSH in the preceding 12 months
MH004	The percentage of patients aged 40 or over with schizophrenia, bipolar affective disorder and other psychoses who have a record of total cholesterol: hdl ratio in the preceding 12 months
F178	F179
...	...
MH007	The percentage of patients with schizophrenia, bipolar affective disorder and other psychoses who have a record of alcohol consumption in the preceding 12 months
MH008	The percentage of women aged 25 or over and who have not attained the age of 65 with schizophrenia, bipolar affective disorder and other psychoses whose notes record that a cervical screening test has been performed in the preceding 5 years

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Indicator ID	Indicator Description
PAD002	The percentage of patients with peripheral arterial disease in whom the last blood pressure reading (measured in the preceding 12 months) is 150/90 mmHg or less
PAD003	The percentage of patients with peripheral arterial disease in whom the last measured total cholesterol (measured in the preceding 12 months) is 5 mmol/l or less
PAD004	The percentage of patients with peripheral arterial disease with a record in the preceding 12 months that aspirin or an alternative anti-platelet is being taken
RA003	The percentage of patients with rheumatoid arthritis aged 30 or over and who have not attained the age of 85 who have had a cardiovascular risk assessment using a CVD risk assessment tool adjusted for RA in the preceding 12 months
RA004	The percentage of patients aged 50 or over and who have not attained the age of 91 with rheumatoid arthritis who have had an assessment of fracture risk using a risk assessment toll adjusted for RA in the preceding 24 months
SMOK001	The percentage of patients aged 15 or over whose notes record smoking status in the preceding 24 months
STIA005	The percentage of patients with a stroke shown to be non-haemorrhagic, or a history of TIA whose last measured total cholesterol (measured in the preceding 12 months) is 5 mmol/l or less
THY001	The contractor establishes and maintains a register of patients with hypothyroidism who are currently treated with levothyroxine
THY002	The percentage of patients with hypothyroidism, on the register, with thyroid function tests recorded in the preceding 12 months]

Textual Amendments

- F173** Regs. 67B-67F inserted (6.10.2017) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2017 \(S.I. 2017/908\)](#), regs. 1(2), **6**
- F175** Words in [reg. 67C](#) substituted (1.2.2023) by [The Health and Social Care Information Centre \(Transfer of Functions, Abolition and Transitional Provisions\) Regulations 2023 \(S.I. 2023/98\)](#), reg. 1(2), **Sch. para. 53(6)** (with [reg. 3](#))
- F176** Reg. 67C Table 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), **25**
- F177** Words in [reg. 67C](#) Table 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. 2 para. 17(a)**
- F178** Word in [reg. 67C](#) Table 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. 2 para. 17(b)**
- F179** Words in [reg. 67C](#) table 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. 2 para. 17(c)**

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Information relating to alcohol related risk reduction and dementia diagnosis and treatment **E+W**

67D.—(1) A contractor must allow the extraction by [^{F180}NHS England] of the information specified in—

- (a) paragraph (2) in relation to alcohol related risk reduction; and
- (b) paragraph (3) in relation to dementia diagnosis and treatment,

from the record that the contractor is required to keep in respect of each registered patient under regulation 60 by such means, and at such intervals during each financial year, as are notified to the contractor by [^{F180}NHS England].

(2) The information specified in this paragraph is information required in connection with the requirements under paragraph 14 of Schedule 2.

(3) The information specified in this paragraph is information relating to any clinical interventions provided by the contractor in the preceding 12 months in respect of a patient who is suffering from, or who is at risk of suffering from, dementia.

Textual Amendments

F173 Regs. 67B-67F inserted (6.10.2017) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2017 \(S.I. 2017/908\)](#), regs. 1(2), **6**

F180 Words in reg. 67D(1) substituted (1.2.2023) by [The Health and Social Care Information Centre \(Transfer of Functions, Abolition and Transitional Provisions\) Regulations 2023 \(S.I. 2023/98\)](#), reg. 1(2), **Sch. para. 53(7)** (with reg. 3)

[^{F181}[^{F182}NHS England] Workforce Collection] **E**

67E.—(1) A contractor must record and submit any data required by [^{F183}NHS England] for the purposes of the [^{F184}NHS Workforce Collection] (known as the “Workforce Minimum Data Set”) in accordance with paragraph (2).

[^{F185}(2) The data referred to in paragraph (1) must be appropriately coded by the contractor in line with agreed standards set out in guidance published by [^{F183}NHS England], and must be submitted to [^{F183}NHS England] using the data entry module on the National Workforce Reporting System, which is a facility provided by [^{F183}NHS England] to the contractor for this purpose.]

(3) The contractor must ensure that the coded data is available for collection by [^{F183}NHS England] at such intervals during each financial year as are notified to the contractor by [^{F183}NHS England].

Textual Amendments

F173 Regs. 67B-67F inserted (6.10.2017) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2017 \(S.I. 2017/908\)](#), regs. 1(2), **6**

F181 Reg. 67E heading substituted (E.) (1.10.2020) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2020 \(S.I. 2020/911\)](#), reg. 1(2), **Sch. 2 para. 3(a)**

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- F182** Words in reg. 67E heading substituted (1.2.2023) by The Health and Social Care Information Centre (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023 (S.I. 2023/98), reg. 1(2), **Sch. para. 53(8)(a)** (with reg. 3)
- F183** Words in reg. 67E substituted (1.2.2023) by The Health and Social Care Information Centre (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023 (S.I. 2023/98), reg. 1(2), **Sch. para. 53(8)(b)** (with reg. 3)
- F184** Words in reg. 67E(1) substituted (E.) (1.10.2020) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2020 (S.I. 2020/911), reg. 1(2), **Sch. 2 para. 3(b)**
- F185** Reg. 67E(2) substituted (E.) (1.10.2020) by The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2020 (S.I. 2020/911), reg. 1(2), **Sch. 2 para. 3(c)**

Information relating to overseas visitors **E+W**

67F.—(1) A contractor must—

- (a) record the information specified in paragraph (2) relating to overseas visitors, where that information has been provided to it by a newly registered patient on a form supplied to the contractor by ^{F186}[^{F1}NHS England] for this purpose; and
 - ^{F186}(b) where applicable in the case of a patient, record the fact that the patient is the holder of a document—
 - (i) which is—
 - (aa) a European Health Insurance Card;
 - (bb) an S1 Healthcare Certificate; or
 - (cc) a document which, for the purposes of a listed healthcare arrangement as defined in regulation 1(3) of the Healthcare (European Economic Area and Switzerland Arrangements) (EU Exit) Regulations 2019, is treated as equivalent to a document referred to in sub-paragraph (aa) (“EHIC equivalent document”) or (bb) (“S1 equivalent document”); and
 - (ii) which has not been issued to or in respect of the patient by the United Kingdom,]
- in the medical record that the contractor is required to keep under regulation 60 in respect of the patient.

(2) The information specified in this paragraph is—

- (a) in the case of a patient who holds a European Health Insurance Card ^{F187}[^{F187}or EHIC equivalent document] which has not been issued to the patient by the United Kingdom, the information contained on that card ^{F188}[^{F188}or document] in respect of the patient; and
- (b) in the case of a patient who holds a Provisional Replacement Certificate issued in respect of the patient’s European Health Insurance Card, the information contained on that certificate in respect of the patient.

(3) The information referred to in paragraph (2) must be submitted by the contractor to ^{F189}[^{F189}NHS England]—

- ^{F190}(a) electronically at nhsdigital.costrecovery@nhs.net;
- (b) by post in hard copy form to EHIC, PDS NBO, NHS Digital, Smedley Hydro, Trafalgar Road, Southport, Merseyside, PR8 2HH.

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(4) Where the patient is the holder of an S1 Healthcare Certificate [^{F191}or S1 equivalent document], the contractor must send that certificate [^{F192}or document], or a copy of that certificate [^{F192}or document], to the [^{F193}the NHS Business Services Authority]—

[^{F194}(a) electronically to nhsbsa.faregistrationsohs@nhs.net, or]

[^{F194}(b) by post in hard copy form to Cost Recovery, Overseas Healthcare Service, Bridge House, 152 Pilgrim Street, Newcastle Upon Tyne, NE1 6SN.]]

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)
- F173** Regs. 67B-67F inserted (6.10.2017) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) Regulations 2017 \(S.I. 2017/908\)](#), regs. 1(2), [6](#)
- F186** Reg. 67F(1)(b) substituted (31.12.2020) by [S.I. 2019/776](#), [reg. 9\(a\)](#) (as substituted by [The Reciprocal and Cross-Border Healthcare \(Amendment etc.\) \(EU Exit\) Regulations 2020 \(S.I. 2020/1348\)](#), regs. 1, [5](#))
- F187** Words in reg. 67F(2)(a) inserted (31.12.2020) by [S.I. 2019/776](#), [reg. 9\(b\)\(i\)](#) (as substituted by [The Reciprocal and Cross-Border Healthcare \(Amendment etc.\) \(EU Exit\) Regulations 2020 \(S.I. 2020/1348\)](#), regs. 1, [5](#))
- F188** Words in [reg. 67F\(2\)\(a\)](#) inserted (31.12.2020) by [S.I. 2019/776](#), [reg. 9\(b\)\(ii\)](#) (as substituted by [The Reciprocal and Cross-Border Healthcare \(Amendment etc.\) \(EU Exit\) Regulations 2020 \(S.I. 2020/1348\)](#), regs. 1, [5](#))
- F189** Words in [reg. 67F\(3\)](#) substituted (1.2.2023) by [The Health and Social Care Information Centre \(Transfer of Functions, Abolition and Transitional Provisions\) Regulations 2023 \(S.I. 2023/98\)](#), reg. 1(2), [Sch. para. 53\(9\)](#) (with reg. 3)
- F190** Reg. 67F(3)(a) 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. 2 para. 10\(a\)](#)
- F191** Words in reg. 67F(4) inserted (31.12.2020) by [S.I. 2019/776](#), [reg. 9\(c\)\(i\)](#) (as substituted by [The Reciprocal and Cross-Border Healthcare \(Amendment etc.\) \(EU Exit\) Regulations 2020 \(S.I. 2020/1348\)](#), regs. 1, [5](#))
- F192** Words in reg. 67F(4) inserted (31.12.2020) by [S.I. 2019/776](#), [reg. 9\(c\)\(ii\)](#) (as substituted by [The Reciprocal and Cross-Border Healthcare \(Amendment etc.\) \(EU Exit\) Regulations 2020 \(S.I. 2020/1348\)](#), regs. 1, [5](#))
- F193** Words in reg. 67F(4) 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. 2 para. 10\(b\)\(i\)](#)
- F194** Reg. 67F(4)(a)(b) 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. 2 para. 10\(b\)\(ii\)](#)

[^{F195}**Medicines and Healthcare products Regulatory Agency Central Alerting System** **E+W**

67G. A contractor must—

- (a) provide to the Medicines and Healthcare products Regulatory Agency (“the MHRA”) on request, an electronic mail address which is registered to the contractor’s practice;
- (b) monitor that address;
- (c) if that address ceases to be registered to the practice, notify the MHRA immediately of its new electronic mail address; and

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- (d) provide to the MHRA on request, one or more mobile telephone numbers for use in the event the contractor is unable to receive electronic mail.]

Textual Amendments

F195 Reg. 67G 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), **26**

[^{F196}Collection of data relating to appointments in general practice **E**

67H.—(1) A contractor must participate in the collection of anonymised data relating to appointments for its registered patients (“GP practice data”) in accordance with the “GP Appointments Data Collection in Support of Winter Pressures” referred to in the Health and Social Care Information Centre (Establishment of Information Systems for NHS Services: General Practice Appointments Data Collection in Support of Winter Pressures) Directions 2017 [^{F197}(the functions of the Health and Social Care Information Centre under the Directions were transferred to NHS England by the Health and Social Care Information Centre (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023)].

(2) The contractor must ensure that all GP practice data relating to the provision of primary medical services under its contract is recorded within the appointment book in accordance with the guidance.

(3) The contractor must ensure that the GP practice data is uploaded onto its computerised clinical systems and available for collection by [^{F198}NHS England] at such intervals during each financial year as notified to the contractor by [^{F198}NHS England].

(4) For the purposes of this regulation, “appointment book” means a capability provided by the contractor’s computerised clinical systems and software supplier which supports the administration, scheduling, resourcing and reporting of appointments.]

Textual Amendments

F196 Reg. 67H inserted (E.) (1.10.2020) by [The National Health Service \(General Medical Services Contracts and Personal Medical Services Agreements\) \(Amendment\) \(No. 2\) Regulations 2020 \(S.I. 2020/911\)](#), reg. 1(2), **Sch. 2 para. 4**

F197 Words in reg. 67H(1) inserted (1.2.2023) by [The Health and Social Care Information Centre \(Transfer of Functions, Abolition and Transitional Provisions\) Regulations 2023 \(S.I. 2023/98\)](#), reg. 1(2), **Sch. para. 53(10)(a)** (with reg. 3)

F198 Words in reg. 67H(3) substituted (1.2.2023) by [The Health and Social Care Information Centre \(Transfer of Functions, Abolition and Transitional Provisions\) Regulations 2023 \(S.I. 2023/98\)](#), reg. 1(2), **Sch. para. 53(10)(b)** (with reg. 3)

[^{F199}Collection of data concerning use of online consultation tools and video consultations **E** **+W**

67I. A contractor must submit to [^{F1}NHS England] such anonymised data relating to the use of its online consultation tool and video consultation facility as [^{F1}NHS England] may require.]

Changes to legislation: There are outstanding changes not yet made by the legislation.gov.uk editorial team to The National Health Service (Personal Medical Services Agreements) Regulations 2015. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)
- F199** Reg. 67I 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. 2 para. 9](#)

Inquiries about prescriptions and referrals **E+W**

68.—(1) The contractor must, subject to paragraphs (2) and (3), sufficiently answer any inquiries, whether oral or in writing, from [^{F1}NHS England] concerning—

- (a) any prescription form or repeatable prescription form issued or created by a prescriber;
- (b) the considerations by reference to which prescribers issue such forms;
- (c) the referral by or on behalf of the contractor of any patient to any other services provided under the Act; or
- (d) the considerations by which the contractor makes such referrals or provides for them to be made on its behalf.

(2) An inquiry referred to in paragraph (1) may only be made for the purpose of obtaining information to assist [^{F1}NHS England] to discharge its functions, or of assisting the contractor in the discharge of its obligations, under the agreement.

(3) The contractor is not obliged to answer any inquiry referred to in paragraph (1) unless it is made—

- (a) in the case of paragraph (1)(a) or (b), by an appropriately qualified health care professional; or
- (b) in the case of paragraph (1)(c) or (d), by an appropriately qualified medical practitioner.

(4) The appropriately qualified person referred to in paragraph (3)(a) or (b) must —

- (a) be appointed by [^{F1}NHS England] to assist it in the exercise of [^{F1}NHS England's] functions under this regulation; and
- (b) produce on request, written evidence that they are authorised by [^{F1}NHS England] to make such an inquiry on [^{F1}NHS England's] behalf.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Provision of information to a medical officer etc. **E+W**

69.—(1) The contractor must, if satisfied that the patient consents—

- (a) supply in writing to any person specified in paragraph (3), (a “relevant person”), before the end of such reasonable period as that person may specify, such clinical information as any of the persons mentioned in paragraph (3)(a) to (d) considers relevant about a patient to whom the contractor, or a person acting on behalf of the contractor, has issued or has refused to issue a medical certificate; and
- (b) answer any inquiries by a relevant person about—

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- (i) a prescription form or medical certificate issued or created by, or on behalf of, the contractor; or
 - (ii) any statement which the contractor, or a person acting on behalf of the contractor, has made in a report.
- (2) For the purposes of being satisfied that a patient consents, a contractor may rely on an assurance in writing from a relevant person that the consent of the patient has been obtained, unless the contractor has reason to believe that the patient does not consent.
- (3) For the purposes of this regulation, a “relevant person” is—
- (a) a medical officer;
 - (b) a nursing officer;
 - (c) an occupational therapist;
 - (d) a physiotherapist; or
 - (e) an officer of the Department for Work and Pensions who is acting on behalf of, and at the direction of, any person specified in sub-paragraphs (a) to (d).
- (4) In this regulation—
- “medical officer” means a medical practitioner who is—
- (a) employed or engaged by the Department for Work and Pensions; or
 - (b) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions;
- “nursing officer” means a health care professional who is registered on the Nursing and Midwifery Register and who is—
- (a) employed by the Department for Work and Pensions; or
 - (b) provided by an organisation under a contract with the Secretary of State for Work and Pensions;
- “occupational therapist” means a health care professional who is registered in the part of the register maintained by the Health Professions Council under article 5 of the [F200Health Professions Order 2001]^{M101} (establishment and maintenance of register) relating to occupational therapists and who is—
- (a) employed or engaged by the Department for Work and Pensions; or
 - (b) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions; and
- “physiotherapist” means a health care professional who is registered in the part of the register maintained by the Health Professions Council under article 5 of the [F201Health Professions Order 2001] (establishment and maintenance of register) relating to physiotherapists and who is—
- (a) employed or engaged by the Department for Work and Pensions; or
 - (b) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions.

Textual Amendments

F200 Words in reg. 69(4) substituted (2.12.2019) by [The Children and Social Work Act 2017 \(Consequential Amendments\) \(Social Workers\) Regulations 2019 \(S.I. 2019/1094\)](#), reg. 1, **Sch. 2 para. 36(b)(i)**; S.I. 2019/1436, reg. 2(b)

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F201 Words in reg. 69(4) substituted (2.12.2019) by [The Children and Social Work Act 2017 \(Consequential Amendments\) \(Social Workers\) Regulations 2019](#) (S.I. 2019/1094), reg. 1, **Sch. 2 para. 36(b)(ii)**; S.I. 2019/1436, reg. 2(b)

Marginal Citations

M101 [S.I. 2002/254](#); as amended by section 127 of the [Health and Social Care Act 2008](#) (c.14), **section 81(5)** of the [Policing and Crime Act 2009](#) (c.26), **sections 213**, 214(2) to (4), 215, 216, 218 and 219 of the [Health and Social Care Act 2012](#), section 5(2) of, and paragraph 6 of the Schedule to, the [Health and Social Care \(Safety and Quality\) Act 2015](#) (c.28), and by [S.I. 2003/3148](#), [S.I. 2004/1947](#) and 2033, [S.I. 2007/3101](#), [S.I. 2009/1182](#), [S.I. 2010/233](#), [S.I. 2011/1043](#), [S.I. 2012/1479](#) and 2672 and [S.I. 2014/1887](#).

Annual return and review **E+W**

70.—(1) The contractor must submit to [F1NHS England] an annual return relating to the agreement which must require the same categories of information to be provided by all persons who hold agreements with [F1NHS England].

(2) [F1NHS England] may request a return relating to the agreement at any time during each financial year in relation to such period (not including any period covered by a previous annual return) as may be specified in the request.

(3) The contractor must submit the completed return to [F1NHS England]—

- (a) by such date as has been agreed as reasonable between the contractor and [F1NHS England]; or
- (b) in the absence of such agreement, before the end of the period of 28 days beginning with the date on which the request was made.

(4) Following receipt of the return referred to in paragraph (1), [F1NHS England] must arrange with the contractor an annual review of its performance in relation to the agreement.

(5) [F1NHS England] must prepare a draft record of the review referred to in paragraph (2) for comment by the contractor and, having regard to such comments, must produce a final written record of the review.

(6) [F1NHS England] must send a copy of the final record of the review referred to in paragraph (5) to the contractor.

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023](#) (S.I. 2023/1071), reg. 1(1), **Sch. para. 1**

Practice leaflet **E+W**

71.—(1) A contractor which provides essential services must compile a document (a “practice leaflet”) which must include the information specified in Part 6 of Schedule 2.

(2) The contractor must review its practice leaflet at least once in every period of 12 months and make any amendments necessary to maintain its accuracy.

(3) The contractor must make available a copy of the leaflet, and any subsequent updates, to its patients and prospective patients.

PART 12 E+W

Complaints

Complaints procedure E+W

72.—(1) The contractor must establish and operate a complaints procedure to deal with complaints made in relation to any matter that is reasonably connected with the provision of services under the agreement.

(2) The complaints procedure must comply with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009^{M102}.

Marginal Citations

M102 S.I. 2009/309; as amended by S.I. 2009/1768, S.I. 2012/1909 and S.I.2013/235 and 349.

Co-operation with investigations E+W

73.—(1) The contractor must co-operate with—

- (a) the investigation of any complaint made in relation to a matter that is reasonably connected with the provision of services under the agreement by—
 - (i) [F1NHS England], or
 - (ii) the Health Service Commissioner; and
- (b) the investigation of any complaint made by an NHS body or local authority which relates to a patient or former patient of the contractor.

(2) In paragraph (1)—

“NHS body” means—

- (a) in relation to England and Wales, [F1NHS England] or [F202an integrated care board]; and
- (b) in relation to England and Wales, Scotland and Northern Ireland, an NHS Trust, an NHS foundation trust, a Local Health Board, a Health Board a Health and Social Services Board or a Health and Social Services Trust;

“local authority” means—

- (a) a local authority within the meaning of section 1 of the Local Authority Social Services Act 1970^{M103} (local authorities);
- (b) the Council of the Isles of Scilly; F203...
- (c) a council constituted under section 2 of the Local Government etc. (Scotland) Act 1994^{M104} (constitution of councils); [F204or]
- (d) [F205the council of a county or county borough in Wales; and]

“Health Service Commissioner” means the person appointed as Health Service Commissioner for England in accordance with section 1 of, and Schedule 1 to, the Health Service Commissioners Act 1993^{M105} (The Commissioner).

(3) For the purposes of paragraph (1), co-operation includes—

- (a) answering questions which are reasonably put to the contractor by [F1NHS England];
- (b) providing information relating to the complaint which is reasonably required by [F1NHS England]; and

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- (c) attending any meeting held to consider the complaint (if held at a reasonably accessible place and at a reasonable hour and if due notice has been given) if the contractor's presence at the meeting is reasonably required by [F1NHS England].

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**
- F202** Words in [Regulations](#) substituted (1.7.2022) by [The Health and Care Act 2022 \(Consequential and Related Amendments and Transitional Provisions\) Regulations 2022 \(S.I. 2022/634\)](#), reg. 1(2), **Sch. para. 1(1)(3)** (with **Sch. para. 1(2)**)
- F203** Word in reg. 73(2) omitted (6.4.2016) by virtue of [The Social Services and Well-being \(Wales\) Act 2014 \(Consequential Amendments\) \(Secondary Legislation\) Regulations 2016 \(S.I. 2016/211\)](#), reg. 1(2), **Sch. 3 para. 187(a)**
- F204** Word in reg. 73(2) substituted (6.4.2016) by [The Social Services and Well-being \(Wales\) Act 2014 \(Consequential Amendments\) \(Secondary Legislation\) Regulations 2016 \(S.I. 2016/211\)](#), reg. 1(2), **Sch. 3 para. 187(b)**
- F205** Words in reg. 73(2) inserted (6.4.2016) by [The Social Services and Well-being \(Wales\) Act 2014 \(Consequential Amendments\) \(Secondary Legislation\) Regulations 2016 \(S.I. 2016/211\)](#), reg. 1(2), **Sch. 3 para. 187(c)**

Marginal Citations

- M103** 1970 c.42. Section 1 was amended by section 22(4) of, and Schedule 10 to, the [Local Government \(Wales\) Act 1994 \(c.19\)](#).
- M104** 1994 c.39. Section 2 was amended by paragraph 232(1) of Schedule 22 to the [Environment Act 1995 \(c.25\)](#).
- M105** 1993 c.46. Section 1 was amended by section 195 of the [Local Government Act 1972 \(c.70\)](#); section 224 of, and paragraph 7 of Schedule 7 to, the [Local Government \(Wales\) Act 1994](#); section 112 of, and paragraph 10 of Schedule 10 to, the [Government of Wales Act 1998 \(c.38\)](#); section 39(1) of, and Schedules 6 and 7 to, the [Public Service Ombudsman \(Wales\) Act 2005 \(c.10\)](#); and by [S.I.2004/1823](#). The Act is repealed in relation to Scotland by the [Scottish Public Service Ombudsman Act 2002 \(asp 11\)](#).

PART 13 E+W

Dispute resolution

Local resolution of agreement disputes E+W

74.—(1) The contractor and [F1NHS England] must make reasonable efforts to communicate and co-operate with each other with a view to resolving any dispute which arises out of or in connection with the agreement before referring the dispute for determination in accordance with the NHS dispute resolution procedure (or, where applicable, before commencing court proceedings).

(2) Paragraph (1) does not apply to a dispute relating to the assignment of patients to a closed list which falls to be dealt with under the NHS dispute resolution procedure by virtue of paragraph 41(1) of Schedule 2 where it is not practicable for the parties to attempt local resolution before the expiry of the period seven days specified in paragraph 41(4) of that Schedule.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Dispute resolution: non-NHS contracts **E+W**

75.—(1) Where an agreement is not an NHS contract, a dispute arising out of or in connection with the agreement, except any matter dealt with under the complaints procedure under Part 12, may be referred for consideration and determination by the Secretary of State—

- (a) if it relates to a period when the contractor was treated as a health service body, by the contractor or by [^{F1}NHS England]; or
 - (b) in any other case, by the contractor or, if the contractor agrees in writing, by [^{F1}NHS England].
- (2) Where a dispute is referred to the Secretary of State under paragraph (1)—
- (a) the procedure to be followed is the NHS dispute resolution procedure; and
 - (b) the parties agree to be bound by any determination made by the adjudicator.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

NHS dispute resolution procedure **E+W**

76.—(1) The procedure specified in this regulation and in regulation 77 applies to a dispute arising out of or in connection with the agreement which is referred to the Secretary of State in accordance with—

- (a) section 9(6) of the Act (where the agreement is an NHS contract); or
- (b) regulation 75(1) (where the agreement is not an NHS contract).

(2) The procedure referred to in paragraph (1) does not apply where the contractor refers a matter for determination in accordance with paragraph 38 of Schedule 2 and, in such a case, the procedure specified in that paragraph applies instead.

(3) Where a party wants to refer a dispute for determination under the procedure specified in this regulation, it must send to the Secretary of State a written request for dispute resolution which must include or be accompanied by—

- (a) the names and addresses of the parties to the dispute;
- (b) a copy of the agreement; and
- (c) a brief statement of the nature of, and circumstances giving rise to, the dispute.

(4) Where a party wants to refer a dispute, it must send a request under paragraph (3) to the Secretary of State before the end of the period of three years beginning with the date on which the matter giving rise to the dispute occurred or should reasonably have come to the attention of that party.

(5) Where the dispute relates to an agreement which is not an NHS contract, the Secretary of State may—

- (a) determine the dispute; or,

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- (b) if the Secretary of State considers it appropriate, appoint a person or persons to consider and determine the dispute.
- (6) Before reaching a decision about who should determine the dispute, either under paragraph (5) or under section 9(6) of the Act, the Secretary of State must send a written request to the parties, before the end of the period of seven days beginning with the date on which the dispute was referred, inviting them to make any written representations that they may wish to make about the matter under dispute before the end of a specified period.
- (7) The Secretary of State must give, with the notice given under paragraph (6), to a party other than the one who referred the matter for dispute resolution a copy of any document by which the matter was referred to dispute resolution.
- (8) The Secretary of State must—
 - (a) give a copy of any representations received from a party to the other party to the dispute; and
 - (b) in each case, request in writing a party to whom a copy of the representations is given to make, within a specified period, any written observations which that party may wish to make regarding those representations.
- (9) If the Secretary of State decides to appoint a person or persons (“the adjudicator”) to hear the dispute, the Secretary of State must—
 - (a) inform the parties in writing of the name of the adjudicator whom the Secretary of State has appointed; and
 - (b) pass to the adjudicator any documents received from the parties under or by virtue of paragraph (3), (6) or (8).
- (10) The Secretary of State must comply with the requirement in paragraph (9)—
 - (a) following receipt of any representations received from the parties; or
 - (b) if no such representations are received before the end of the period for making those representations specified in the request sent under paragraph (6) or (8), at the end of that period.
- (11) The adjudicator may, for the purpose of assisting in the consideration of the subject matter of the dispute—
 - (a) invite representatives of the parties to appear before, and make oral representations to, the adjudicator either together or, with the agreement of the parties, separately;
 - (b) in advance of hearing any oral representations, provide the parties with a list of matters or questions that the adjudicator would like the parties to give special consideration to; or
 - (c) consult other persons whose expertise the adjudicator considers is likely assist in the consideration of the matter.
- (12) Where the adjudicator consults another person under paragraph (11)(c), the adjudicator must—
 - (a) give notice in writing to the parties accordingly; and
 - (b) where the adjudicator considers that the interests of any party might be substantially affected by the result of the consultation, give to the parties such opportunity as the adjudicator considers reasonable in the circumstances to make observations on those results.
- (13) In considering the matter, the adjudicator must have regard to—
 - (a) any written representations made in response to a request under paragraph (6), but only if they are made before the end of the specified period;

- (b) any written observations made in response to a request under paragraph (8), but only if they are made before the end of the specified period;
 - (c) any oral representations made in response to an invitation under paragraph (11)(a);
 - (d) the results of any consultation under paragraph (11)(c); and
 - (e) any observations made in accordance with an opportunity given under paragraph (12).
- (14) In this regulation, “specified period” means—
- (a) such period as the Secretary of State specifies in the request being a period of not less than two or not more than four weeks beginning with the date on which the notice referred to is given; or
 - (b) such longer period as the Secretary of State may allow if the Secretary of State considers that there are good reasons for extending the period referred to in sub-paragraph (a) (even after that period has expired), and where the Secretary of State does so allow, a reference in this regulation to the specified period is to the period as so extended.
- (15) The adjudicator may determine the procedure which is to apply to the dispute resolution in such manner as the adjudicator considers appropriate in order to ensure the just, expeditious, economical and final determination of the dispute subject to—
- (a) the other provisions of this regulation;
 - (b) regulation 77; and
 - (c) any agreement between the parties.

Determination of dispute E+W

77.—(1) The adjudicator's determination and the reasons for it must be recorded in writing and the adjudicator must give notice in writing of that determination (including the record of the reasons) to the parties.

(2) Where the adjudicator makes a direction as to payments under section 9(6) of the Act (as it has effect as a result of section 9 of the Act or regulation 77(1), that direction is to be enforceable in a county court (if the court so orders) as if it were a judgement or order of the court.

(3) Where a dispute is referred for determination in accordance with regulation 75(1)—

- (a) section 9(12) and (13) of the Act apply in the same manner as those provisions apply to an agreement referred for determination in accordance with section 9(6) and (7) of the Act; and
- (b) section 9(5) of the Act applies to any agreement which is not an NHS contract as if it were referred for determination in accordance with section 9(6) of the Act.

Interpretation of this Part E+W

78.—(1) In this Part, “any dispute arising out of or in connection with the agreement” includes any dispute arising out of or in connection with the termination of the agreement.

(2) A term of the agreement which makes provision in respect of the requirements of this Part is to survive even where the agreement has terminated.

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PART 14 E+W

Miscellaneous

Clinical governance E+W

79.—(1) The contractor must have in place an effective system of clinical governance which includes appropriate standard operating procedures in relation to the management and use of controlled drugs.

(2) The contractor must nominate a person who is to have responsibility for ensuring the effective operation of the system of clinical governance.

(3) The person nominated under paragraph (2) must be a person who performs or manages the performance of services under the agreement.

(4) In this regulation—

- (a) “controlled drugs” has the meaning given in section 2 of the Misuse of Drugs Act 1971 ^{M106} (which relates to controlled drugs and their classification for the purposes of that Act); and
- (b) “system of clinical governance” means a framework through which the contractor endeavours continuously to improve the quality of its services and safeguards high standards of care by creating an environment in which clinical excellence can flourish.

Marginal Citations

M106 1971 c.38. Section 2 was amended by section 151 of, and paragraphs 1 and 2 of Schedule 17 to, the Police Reform and Social Responsibility Act 2011 (c.13).

Friends and Family Test E+W

80.—(1) A contractor which provides essential services must give all patients who use the contractor's practice the opportunity to provide feedback about the service received from the contractor's practice through the Friends and Family Test ^{M107}.

(2) The contractor must—

- (a) report the results of completed Friends and Family Tests to [F1NHS England]; and
- (b) publish the results of such completed Tests ^{M108}.

(3) In this regulation, “Friends and Family Test” means the arrangements that a contractor which provides essential services is required by [F1NHS England] to implement to enable its patients to provide anonymous feedback about the patient experience at the contractor's practice.

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by The Health and Care Act 2022 (Further Consequential Amendments) (No. 2) Regulations 2023 (S.I. 2023/1071), reg. 1(1), Sch. para. 1

Marginal Citations

M107 See the guidance for GP practices on the Friends and Family Test, published in July 2014, which is available in full and summary form at: <http://www.england.nhs.uk/ourwork/pe/fft-guidance/>. Hard copies of this guidance are available from Primary Care Contracting, NHS Employers, 50 Broadway, London SW1H 0DR.

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M108 See pages 7 and 8 of the full Guidance for GP Practices on the Friends and Family Test in respect of the requirement on GP practices to submit monthly reports to the Board and to publish the results of completed tests. This guidance is available at <http://www.england.nhs.uk/ourwork/pe/fft-guidance/>. Hard copies of this guidance are available from Primary Care Contracting, NHS Employers, 50 Broadway, London SW1H 0DB.

Co-operation with [F1NHS England] E+W

81. The contractor must co-operate with [F1NHS England] in the discharge of any of [F1NHS England's] obligations, or the obligations of [F1NHS England's] accountable officers, under the Controlled Drugs (Supervision and Management of Use) Regulations 2013 ^{M109}.

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Marginal Citations

M109 [S.I. 2013/373](#).

Co-operation with the Secretary of State and [F206NHS England] E+W

82. The contractor must co-operate with—

- (a) the Secretary of State in the discharge of the Secretary of State's duty under section 1F of the Act ^{M110} (duty as to education and training); and
- (b) [F206NHS England] where [F206NHS England] is discharging the Secretary of State's duty under section 1F of the Act by virtue of its functions under section 97(1) of the Care Act 2014 ^{M111} (planning education and training for health workers etc.).

Textual Amendments

F206 Words in [reg. 82](#) substituted (1.4.2023) by [The Health Education England \(Transfer of Functions, Abolition and Transitional Provisions\) Regulations 2023 \(S.I. 2023/368\)](#), reg. 1(2), [Sch. 2 para. 21](#) (with [reg. 7](#))

Marginal Citations

M110 [Section 1F](#) was inserted by section 7 of the [Health and Social Care Act 2012 \(c.7\)](#).

M111 [2014 c.23](#). See section 97 of the Care Act 2014 for the duty on Health Education England to exercise the Secretary of State's functions under section 1F of the Act.

Insurance E+W

83.—(1) The contractor must at all times have in force in relation to it an indemnity arrangement which provides appropriate cover.

(2) The contractor may not sub-contract its obligations to provide clinical services under the agreement unless it is satisfied that the sub-contractor has in force in relation to it an indemnity arrangement which provides appropriate cover.

(3) In this regulation—

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- (a) “appropriate cover” means cover against liabilities that may be incurred by the contractor in the performance of clinical services under the agreement, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;
- (b) “indemnity arrangement” means a contract of insurance or other arrangement made for the purpose of indemnifying the contractor; and
- (c) a contractor is to be regarded as holding insurance if it is held by a person employed or engaged by the contractor in connection with clinical services which that person provides under the agreement or, as the case may be, sub-contract.

Public liability insurance **E+W**

84. The contractor must at all times hold adequate public liability insurance in relation to liabilities to third parties arising under or in connection with the agreement which are not covered by the indemnity agreement referred to in regulation 83.

Gifts **E+W**

85.—(1) The contractor must keep a register of gifts which—

- (a) are given to any of the persons specified in paragraph (2) by or on behalf of—
 - (i) a patient,
 - (ii) a relative of a patient, or
 - (iii) any person who provided or would like to provide services to the contractor or its patients in connection with the agreement; and
- (b) have, in the contractor's reasonable opinion, an individual value of more than £100.00.

(2) The persons specified in this paragraph are—

- (a) the contractor;
- (b) where the agreement is with a qualifying body—
 - (i) any person both legally and beneficially owning a share in the qualifying body, or
 - (ii) a director or secretary of the qualifying body;
- (c) any person employed by the contractor for the purposes of the agreement;
- (d) any general medical practitioner engaged by the contractor for the purposes of the agreement;
- (e) any spouse or civil partner of a contractor (where the contractor is an individual medical practitioner) or of a person specified in sub-paragraphs (b) to (d); or
- (f) any person whose relationship with a contractor (where the contractor is an individual medical practitioner) or with a person specified in sub-paragraphs (b) to (d) has the characteristics of the relationship between spouses.

(3) Paragraph (1) does not apply where—

- (a) there are reasonable grounds for believing that the gift is unconnected with services provided or to be provided by the contractor;
- (b) the contractor is not aware of the gift; or
- (c) the contractor is not aware that the donor would like to provide services to the contractor or its patients.

(4) The contractor must take reasonable steps to ensure that it is informed of any gifts which fall within paragraph (1) and which are given to the persons specified in paragraph (2)(b) to (f).

(5) The register referred to in paragraph (1) must include the following information—

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- (a) the name of the donor;
 - (b) in a case where the donor is a patient, the patient's National Health Service number or, if the number is not known, the patient's address;
 - (c) in any other case, the address of the donor;
 - (d) the nature of the gift;
 - (e) the estimated value of the gift; and
 - (f) the name of the person or persons who received the gift.
- (6) The contractor must make the register available to [F1NHS England] on request.

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**

Compliance with legislation and guidance **E+W**

86. The contractor must—

- (a) comply with all relevant legislation; and
- (b) have regard to all relevant guidance issued by [F1NHS England], the Secretary of State or local authorities in respect of the exercise of their functions under the Act.

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**

Third party rights **E+W**

87. The agreement does not create any right enforceable by any person who is not a party to it.

PART 15 **E+W**

General transitional provision and saving, consequential amendments and revocations

General transitional provision and saving **E+W**

88.—(1) This regulation applies to—

- (a) the exercise by [F1NHS England] of any of its functions under the 2004 Regulations on or before the commencement date;
- (b) any rights or liabilities of [F1NHS England] in respect of the exercise of any of its functions under the 2004 Regulations; and
- (c) any rights or liabilities of a Primary Care Trust transferred to [F1NHS England] as a consequence of a property transfer scheme made under section 300 of the Health and Social Care Act 2012 ^{M112} (transfer schemes).

(2) Subject to paragraph (4), any act or omission concerning an agreement to which the 2004 Regulations applied immediately before the commencement date in respect of any of the matters

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specified in paragraph (1), is to be treated as an act or omission concerning an agreement to which these Regulations apply.

(3) Subject to paragraph (4), anything which, on or before the commencement date, is done or is in the process of being done under the 2004 Regulations concerning an agreement to which the 2004 Regulations applied immediately before that date in respect of any of the matters specified in paragraph (1), is to be treated as if done or in the process of being done under these Regulations.

(4) Notwithstanding paragraphs (2) and (3) and the revocations provided for by Schedule 4, where the 2004 Regulations contain a provision for which there is no equivalent provision in these Regulations (“the relevant provision”), the 2004 Regulations, as they were in force immediately before the commencement date are to continue to apply to the extent necessary for the purposes of—

- (a) preserving any rights conferred or liabilities accrued by or under the relevant provision; or
- (b) the assessment or determination of any rights or liabilities arising under or in accordance with the relevant provision.

(5) In this regulation—

- (a) “the commencement date” means the date on which these Regulations come into force;
- (b) “agreement” includes any agreement to which the 2004 Regulations applied immediately before the commencement date under which medical services were provided before 1st January 2005 (whether or not such services continued to be provided after that date); and
- (c) references to the exercise by [^{F1}NHS England] of any of its functions include the exercise by [^{F1}NHS England] of any functions of a Primary Care Trust under Part 4 of the Act.

Textual Amendments

F1 Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Marginal Citations

M112 [2012 c.7.](#)

Consequential amendments **E+W**

89. Schedule 3 makes provision in respect of the amendment to secondary legislation which are consequential upon the coming into force of these Regulations.

Revocations **E+W**

90. Schedule 4 makes provision in respect of the revocation of the enactments specified in column 1 of the Table in that Schedule to the extent specified in column 2 of that Table.

Signed on behalf of the Secretary of State for Health.

Department of Health

Alistair Burt
Minister of State,

Changes to legislation:

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Changes and effects yet to be applied to :

- Sch. 2 para. 3A inserted by [S.I. 2023/436 Sch. 2 para. 9](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- Sch. 2 para. 3A omitted by [S.I. 2024/575 Sch. 2 para. 7\(b\)](#)
- Sch. 2 para. 5 substituted by [S.I. 2023/436 Sch. 2 para. 10](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- Sch. 2 para. 5(4)(a) word omitted by [S.I. 2024/575 Sch. 2 para. 8\(b\)\(i\)](#)
- Sch. 2 para. 3(1) words inserted by [S.I. 2024/575 Sch. 2 para. 7\(a\)\(i\)](#)
- Sch. 2 para. 5(4)(a) words inserted by [S.I. 2024/575 Sch. 2 para. 8\(b\)\(i\)](#)
- Sch. 2 para. 5(4)(b) words inserted by [S.I. 2024/575 Sch. 2 para. 8\(b\)\(ii\)](#)
- Sch. 2 para. 17(3) words omitted by [S.I. 2023/436 Sch. 2 para. 2](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- Sch. 2 para. 5(2)(a) words omitted by [S.I. 2024/575 Sch. 2 para. 8\(a\)](#)
- Sch. 2 para. 44(g) words substituted by [S.I. 2024/575 Sch. 2 para. 1\(3\)](#)
- Sch. 2A para. 3(7) words inserted by [S.I. 2023/436 Sch. 2 para. 11](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- reg. 3 words inserted by [S.I. 2024/575 Sch. 2 para. 1\(1\)](#)
- reg. 3 words omitted by [S.I. 2023/436 Sch. 2 para. 1](#)
- reg. 21AA(11)(b) words inserted by [S.I. 2023/436 Sch. 2 para. 3\(3\)\(b\)](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- reg. 21AA(12) substituted by [S.I. 2023/436 Sch. 2 para. 3\(4\)](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- reg. 33 substituted by [S.I. 2024/575 Sch. 2 para. 2\(1\)](#)
- reg. 37(1) substituted by [S.I. 2024/575 Sch. 2 para. 2\(2\)\(a\)](#)
- reg. 37(3) omitted by [S.I. 2024/575 Sch. 2 para. 2\(2\)\(b\)](#)
- reg. 59B(2)(e) inserted by [S.I. 2023/436 Sch. 2 para. 4](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- reg. 59C heading substituted by [S.I. 2024/575 Sch. 2 para. 3\(a\)](#)
- reg. 59C(2) words inserted by [S.I. 2024/575 Sch. 2 para. 3\(c\)\(i\)](#)
- reg. 59C(2) words inserted by [S.I. 2024/575 Sch. 2 para. 3\(c\)\(iii\)\(aa\)](#)
- reg. 59C(2) words inserted by [S.I. 2024/575 Sch. 2 para. 3\(c\)\(iii\)\(bb\)](#)
- reg. 59C(2) words substituted by [S.I. 2024/575 Sch. 2 para. 3\(c\)\(ii\)](#)
- reg. 60(4)(c) words substituted by [S.I. 2024/575 Sch. 2 para. 4](#)
- reg. 64A(1) words substituted by [S.I. 2023/436 Sch. 2 para. 8](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- reg. 64ZA substituted by [S.I. 2023/436 Sch. 2 para. 5](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- reg. 64ZB(1)(a) words omitted by [S.I. 2023/436 Sch. 2 para. 6\(2\)](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)

- reg. 64ZB(1A)(1B) inserted by [S.I. 2023/436 Sch. 2 para. 6\(3\)](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- reg. 64ZB(2)(a) words substituted by [S.I. 2023/436 Sch. 2 para. 6\(4\)](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- reg. 64ZD(3)(a) words inserted by [S.I. 2023/436 Sch. 2 para. 7\(a\)](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- reg. 64ZD(3)(b) words inserted by [S.I. 2023/436 Sch. 2 para. 7\(b\)](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- reg. 67E(2) substituted by [S.I. 2024/575 Sch. 2 para. 5\(a\)](#)
- reg. 67E(3) omitted by [S.I. 2024/575 Sch. 2 para. 5\(b\)](#)
- reg. 67F omitted by [S.I. 2019/776 reg. 9](#) (This amendment not applied to legislation.gov.uk. Reg. 9 substituted immediately before IP completion day by virtue of S.I. 2020/1348, regs. 1, 5)
- reg. 70(1) words inserted by [S.I. 2024/575 Sch. 2 para. 1\(2\)\(a\)](#)
- reg. 70(3) words inserted by [S.I. 2024/575 Sch. 2 para. 1\(2\)\(b\)](#)
- reg. 77(3)(b) words substituted by [S.I. 2024/575 Sch. 2 para. 6](#)

Changes and effects yet to be applied to the whole Instrument associated Parts and Chapters:

Whole provisions yet to be inserted into this Instrument (including any effects on those provisions):

- Sch. 2 para. 3(3)(4) inserted by [S.I. 2024/575 Sch. 2 para. 7\(a\)\(ii\)](#)
- Sch. 2 para. 5(4)(c) inserted by [S.I. 2024/575 Sch. 2 para. 8\(b\)\(iii\)](#)
- Sch. 2 para. 10B and cross-heading inserted by [S.I. 2024/575 Sch. 2 para. 9](#)
- Sch. 2 para. 17(3)(3A) substituted for Sch. 2 para. 17(3) by [S.I. 2024/575 Sch. 2 para. 10](#)
- reg. 21AA(10)(a)(b) words in reg. 21AA(10) renumbered as reg. 21AA(10)(a)(b) by [S.I. 2023/436 Sch. 2 para. 3\(2\)](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- reg. 21AA(11)(a)(i)(ii) words in reg. 21AA(11)(a) renumbered as reg. 21AA(11)(a)(i)(ii) by [S.I. 2023/436 Sch. 2 para. 3\(3\)\(a\)](#) (This amendment not applied to Legislation.gov.uk - S.I. 2023/436 revoked by S.I. 2023/449, reg. 4 immediately before coming into force.)
- reg. 59C(1A) inserted by [S.I. 2024/575 Sch. 2 para. 3\(b\)](#)