
SCOTTISH STATUTORY INSTRUMENTS

2004 No. 162

The Primary Medical Services (Sale of Goodwill and Restrictions on Sub-contracting) (Scotland) Regulations 2004

Amendment of the Section 17C Agreements Regulations

5.—(1) In paragraph 32 of Schedule 1 to the Section 17C Agreements Regulations (sub contracting of clinical matters), after sub paragraph (9) insert—

“(10) The provider, if it has a provider’s list of patients, shall not sub contract any of its rights or duties under the agreement in relation to the provision of essential services to a company or firm—

- (a) owned wholly or partly by the provider or a party to the agreement, or by any former or current employee of the provider, or any partner or shareholder in a party to the agreement;
- (b) formed by or on behalf of the provider or a party to the agreement, or from which the provider or a party to the agreement derives or may derive a pecuniary benefit; or
- (c) formed by or on behalf of a former or current employee of the provider, or a partner or shareholder in a party to the agreement, or from which such a person derives or may derive a pecuniary benefit,

where that company or firm is or was formed wholly or partly for the purpose of avoiding the restrictions on the sale of goodwill of a medical practice in section 35 of the Act or any regulations made wholly or partly under that section.”.

(2) After paragraph 67 of Schedule 1 to the Section 17C Agreements Regulations (other grounds for termination by the Health Board), insert—

“Termination by the Health Board for unlawful sub contracting

67A. If the provider breaches the condition specified in paragraph 32(10) and it comes to the Health Board’s attention that the provider has done so, the Health Board shall serve notice in writing on the provider—

- (a) terminating the agreement forthwith; or
- (b) instructing the provider to terminate the sub contracting arrangements that give rise to the breach forthwith, and if it fails to comply with the instruction, the Health Board shall serve a notice in writing on the provider terminating the agreement forthwith.”.