

SCHEDULE 3

OTHER CONTRACTUAL TERMS

PART 1

PATIENTS

Persons to whom mandatory services or additional services are to be provided

1.—(1) Subject to sub-paragraphs (3) and (5), the contractor may agree to provide mandatory or additional services under the contract to any person if a request is made for such services by—

- (a) the person who requires the services; or
- (b) a person specified in sub-paragraph (2), on behalf of the person who requires those services.

(2) For the purposes of sub-paragraph (1), a request for services may be made—

- (a) on behalf of any child by—
 - (i) either parent;
 - (ii) a person duly authorised by a local authority to whose care the child has been committed under the Children Act 1989⁽¹⁾; or
 - (iii) a person duly authorised by a voluntary organisation by which the child is being accommodated under the provisions of that Act; or
- (b) on behalf of any adult who is incapable of making such an application, or authorising such an application to be made on their behalf, by a relative or the primary carer of that person.

(3) The contractor may refuse to provide mandatory or additional services in relation to a person falling outside a specified group of persons only where the contract provides for the contractor to provide such services to a specified group.

(4) The contractor will only refuse to provide services under the contract to a person if it has reasonable grounds for doing so which do not relate to—

- (a) a person's race, gender, social class, age, religion, sexual orientation, appearance, disability or medical or dental condition; or
- (b) a person's decision or intended decision to accept or refuse private services in respect of himself or herself or a family member.

(5) Sub-paragraph (1) does not apply—

- (a) where the contractor is providing mandatory or additional services in a prison; or
- (b) in any event to dental public health services.

Patient preference of practitioner

2.—(1) Where the contractor has agreed to provide services to a patient it will—

- (a) inform the patient (or, in the case of a child or incapable adult, the person who made the application on their behalf) of the patient's right to express a preference to receive services from a particular performer; and
- (b) record in writing any such preference expressed by or on behalf of the patient.

(1) 1989 c. 41.

Status: This is the original version (as it was originally made).

- (2) The contractor will endeavour to comply with any reasonable preference expressed under sub-paragraph (1) but need not do so if the preferred performer—
 - (a) has reasonable grounds for refusing to provide services to the patient; or
 - (b) does not routinely perform the services required by the patient within the practice.
- (3) This paragraph does not apply—
 - (a) where the contractor is providing mandatory or additional services in a prison; or
 - (b) in any event to dental public health services.

Violent patients

3.—(1) Where—

- (a) a patient of the contractor has committed an act of violence or behaved in such a way against any of the persons specified in sub-paragraph (2) as a consequence of which that person has feared for his or her safety; and
- (b) the contractor has reported the incident to the police,

the contractor may notify the Local Health Board that it will no longer provide services to that patient under the contract.

(2) The reference to person in sub-paragraph (1) means—

- (a) the contractor where it is an individual dental practitioner;
- (b) in the case of a contract with two or more individuals practising in partnership, a partner in that partnership;
- (c) in the case of a contract with a dental corporation, a director, chief executive, secretary or member of, or a legal and beneficial owner of shares in, that corporation;
- (d) a member of the contractor's staff;
- (e) a person engaged by the contractor to perform or assist in the performance of services under the contract; or
- (f) any other person present—
 - (i) on the practice premises; or
 - (ii) in the place where services were provided to the patient under the contract.

(3) Notification under sub-paragraph (1) may be given by any means including telephone, fax or email but if not given in writing will subsequently be confirmed in writing within seven days (and for this purpose a faxed or email notification is not a written one).

(4) The time at which the contractor notifies the Local Health Board will be the time at which it makes the telephone call or sends or delivers the notification to the Local Health Board.

(5) The Local Health Board will—

- (a) acknowledge in writing receipt of the notice from the contractor under sub-paragraph (1); and
- (b) take all reasonable steps to inform the patient concerned as soon as is reasonably practicable.

Patients who refuse to pay NHS charges prior to the commencement of, or during, treatment

4.—(1) The contractor may—

- (a) refuse to begin a course of treatment or an orthodontic course of treatment; or
- (b) terminate a course of treatment or orthodontic course of treatment prior to its completion,

if the contractor has, in accordance with the NHS Charges Regulations, requested that the patient pay a charge in respect of that course of treatment or orthodontic course of treatment, and that patient has failed to pay that charge.

Irrevocable breakdown in relationship between contractor and patient

5. Where—

- (a) in the reasonable opinion of the contractor, there has been an irrevocable breakdown in the relationship between the patient and that contractor; and
- (b) notice of such a breakdown has been given to the patient by the contractor,

the contractor may notify the Local Health Board that it will no longer provide services to that patient under the contract.