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STATUTORY INSTRUMENTS

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**2005 No. 3361**

**The National Health Service (General  
Dental Services Contracts) Regulations 2005**

**PART 5**

**CONTRACTS: REQUIRED TERMS**

**Parties to the contract**

**10.** A contract must specify—

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

**NHS contracts**

**11.** In the case of a contractor who is to be regarded as a health service body pursuant to regulation 9, the contract must state that it is an NHS contract.

**Contracts with individuals practising in partnership**

**12.—**(1) Where the contract is with two or more individuals practising in partnership, the contract shall be treated as made with the partnership as it is from time to time constituted, and the contract shall make specific provision to this effect.

(2) Where the contract is with two or more individuals practising in partnership, the contractor must be required by the terms of the contract to ensure that any person who becomes a member of the partnership after the contract has come into force is bound automatically by the contract whether by virtue of a partnership deed or otherwise.

**Duration**

**13.—**(1) Except in the circumstances specified in paragraph (2), a contract must provide for it to subsist until it is terminated in accordance with the terms of the contract or the general law.

(2) The circumstances referred to in paragraph (1) are that [F1NHS England] has terminated the contract of another provider of primary dental services, and as a result of that termination, it wishes to enter into a temporary contract for a period specified in the contract for the provision of services.

(3) Where a contract is entered into pursuant to paragraph (2)—

- (a) paragraph 66 (termination by the contractor) of Schedule 3 shall not apply to the contract; and
- (b) the parties to the temporary contract may include such terms as to termination by notice as they may agree.

#### 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](#)

#### Mandatory services

14.—(1) [<sup>F2</sup>Subject to paragraph (1A),] for the purposes of section 28L of the Act <sup>M1</sup> (requirement to provide certain primary dental services), the services which must be provided under a general dental services contract (“mandatory services”) are described in paragraphs (2) to (4).

[<sup>F3</sup>(1A) The services described in paragraphs (2) to (4) are not required to be provided by the contractor during any period in respect of which the Care Quality Commission has suspended the contractor as a service provider under section 18 of the Health and Social Care Act 2008 (suspension of registration).]

(2) A contractor must provide to its patients, during the period specified in paragraph (3), all proper and necessary dental care and treatment which includes—

- (a) the care which a dental practitioner usually undertakes for a patient and which the patient is willing to undergo;
- (b) treatment, including urgent treatment; and
- (c) where appropriate, the referral of the patient for advanced mandatory services, domiciliary services, sedation services or other relevant services provided under Part 1 of the Act.

(3) A contractor must provide—

- (a) urgent treatment; and
- (b) all other services described in paragraph (2),

that are necessary to meet the reasonable needs of its patients during normal surgery hours.

(4) The dental care and treatment referred to in paragraph (2) includes—

- (a) examination;
- (b) diagnosis;
- (c) advice and planning of treatment;
- (d) preventative care and treatment;
- (e) periodontal treatment;
- (f) conservative treatment;
- (g) surgical treatment;
- (h) supply and repair of dental appliances;
- (i) the taking of radiographs;
- (j) the supply of listed drugs and listed appliances; and
- (k) the issue of prescriptions,

but it does not include additional services.

#### Textual Amendments

- F2** Words in reg. 14(1) inserted (1.4.2012) by [The National Health Service \(Primary Dental Services\) \(Miscellaneous Amendments\) Regulations 2012 \(S.I. 2012/502\)](#), regs. 1, **2(3)(a)**
- F3** Reg. 14(1A) inserted (1.4.2012) by [The National Health Service \(Primary Dental Services\) \(Miscellaneous Amendments\) Regulations 2012 \(S.I. 2012/502\)](#), regs. 1, **2(3)(b)**

#### Marginal Citations

- M1** Section 28L was inserted into the Act by section 172(1) of the 2003 Act.

### Additional services

**15.** In the case where a contract includes the provision of additional services, that contract must contain, in relation to each such service as is included in the contract, terms that have the same effect as those specified in Schedule 1 in so far as they are relevant to that service.

### Services: general

**16.—(1)** A contract must specify—

- (a) the services to be provided by the contractor;
- (b) the address of each of the premises to be used by the contractor or any sub-contractor for the provision of such services, or, if the contractor is to provide services from a mobile surgery, that fact; and
- (c) the hours during which services that are not mandatory services are to be provided.

(2) The reference to premises in paragraph (1)(b) does not include any place in which a patient is residing.

### Units of dental activity

**17.—(1)** [<sup>F4</sup>Subject to [<sup>F5</sup>regulation 24C],] the contract must specify the number of units of dental activity to be provided by the contractor—

- (a) where the contract begins on 1st April, in each financial year; or
- (b) where the contract begins on a date other than 1st April, in the remainder of the financial year in which the contract begins, and in each financial year thereafter.

(2) [<sup>F4</sup>Subject to [<sup>F6</sup>regulation 24C],] a contract must contain terms which have the effect of those specified in Part 1 of Schedule 2 in relation to the calculation of the number of units of dental activity that the contractor will provide under the contract.

#### Textual Amendments

- F4** Words in reg. 17(1)(2) substituted (1.4.2013) by [The National Health Service \(Primary Dental Services\) \(Miscellaneous Amendments and Transitional Provisions\) Regulations 2013 \(S.I. 2013/364\)](#), regs. 1(1), **12** (with Sch. 1)
- F5** Words in reg. 17(1) substituted (1.4.2016) by [The National Health Service \(Primary Dental Services\) \(Miscellaneous Amendments and Directions to the NHS Business Services Authority\) Regulations 2016 \(S.I. 2016/298\)](#), regs. 1(1), **3**
- F6** Words in reg. 17(2) substituted (1.4.2016) by [The National Health Service \(Primary Dental Services\) \(Miscellaneous Amendments and Directions to the NHS Business Services Authority\) Regulations 2016 \(S.I. 2016/298\)](#), regs. 1(1), **3**

### Units of orthodontic activity

**18.**—(1) Where a contract includes the provision of orthodontic services, the contract must specify the number of units of orthodontic activity to be provided by the contractor—

- (a) where the contract begins on 1st April, in each financial year; or
- (b) where the contract begins on a date other than 1st April, in the remainder of the financial year in which the contract begins, and in each financial year thereafter.

(2) Where paragraph (1) applies, the contract must also contain terms which have the effect of those provisions specified in Part 2 of Schedule 2 in relation to the calculation of the number of units of orthodontic activity that the contractor will provide under the contract.

### [<sup>F7</sup>Units of dental activity for contractors who elect to enter into a prototype agreement

**18A.**—(1) [<sup>F8</sup>Subject to paragraph (3), where a contractor] has elected to enter into a prototype agreement, the prototype agreement must specify the number of units of dental activity to be provided by the contractor—

- (a) where the prototype agreement begins on 1st April, in each financial year; or
- (b) where the prototype agreement begins on a date other than 1st April, in the remainder of the financial year in which the prototype agreement begins, and in each financial year thereafter.

(2) A prototype agreement must contain terms which have the effect of those specified in Schedule 2A in relation to the calculation of the number of units of dental activity to be provided by the contractor under the prototype agreement.

[  
<sup>F9</sup>(3) This regulation does not apply where the contractor is a CDS prototype contractor.]]

#### Textual Amendments

- F7** Regs. 18A-18C inserted (1.11.2015) by [The National Health Service \(Primary Dental Services\) \(Miscellaneous Amendments\) \(No. 2\) Regulations 2015 \(S.I. 2015/1728\)](#), regs. 1(1), **5**
- F8** Words in reg. 18A(1) substituted (1.4.2016) by [The National Health Service \(Primary Dental Services Miscellaneous Amendments and Directions to the NHS Business Services Authority\) Regulations 2016 \(S.I. 2016/298\)](#), regs. 1(1), **4(a)**
- F9** Reg. 18A(3) inserted (1.4.2016) by [The National Health Service \(Primary Dental Services Miscellaneous Amendments and Directions to the NHS Business Services Authority\) Regulations 2016 \(S.I. 2016/298\)](#), regs. 1(1), **4(b)**

### [<sup>F7</sup>Capitated patient figures for contractors who elect to enter into a prototype agreement

**18B.** Where a contractor has elected to enter into a prototype agreement [<sup>F10</sup>except where the contractor is a CDS prototype contractor,] the prototype agreement must specify the number of capitated patients to whom the contractor is expected to have provided primary dental services (known as the capitated patient figure) by the end of each financial year.]

#### Textual Amendments

- F7** Regs. 18A-18C inserted (1.11.2015) by [The National Health Service \(Primary Dental Services\) \(Miscellaneous Amendments\) \(No. 2\) Regulations 2015 \(S.I. 2015/1728\)](#), regs. 1(1), **5**

**F10** Words in reg. 18B inserted (1.4.2016) by [The National Health Service \(Primary Dental Services Miscellaneous Amendments and Directions to the NHS Business Services Authority\) Regulations 2016 \(S.I. 2016/298\)](#), regs. 1(1), **5**

### [<sup>F7</sup>Capitated patients

**18C.**—(1) [<sup>F11</sup>Subject to paragraph (3), where a contractor] has elected to enter into a prototype agreement, on any day (“the relevant day”) a patient is a capitated patient if that patient has been provided with a banded course of treatment by the contractor (C1) within a period of three years immediately preceding that day, provided that—

- (a) the banded course of treatment has not been provided by a foundation trainee;
  - (b) the patient has not been referred to C1 for the banded course of treatment by another primary dental services contractor; and
  - (c) the patient was not subsequently provided with a banded course of treatment before the relevant day by another primary dental services contractor (C2), unless the patient was referred to C2 by C1 for that banded course of treatment.
- (2) For the purposes of this regulation—
- (a) a banded course of treatment does not include the provision of an urgent course of treatment; and
  - (b) “foundation trainee” has the meaning given in Section 12 of the General Dental Services Statement of Financial Entitlements 2013 (glossary of terms).

[  
<sup>F12</sup>(3) This regulation does not apply where the contractor is a CDS prototype contractor.]]

#### Textual Amendments

- F7** Regs. 18A-18C inserted (1.11.2015) by [The National Health Service \(Primary Dental Services\) \(Miscellaneous Amendments\) \(No. 2\) Regulations 2015 \(S.I. 2015/1728\)](#), regs. 1(1), **5**
- F11** Words in reg. 18C(1) substituted (1.4.2016) by [The National Health Service \(Primary Dental Services Miscellaneous Amendments and Directions to the NHS Business Services Authority\) Regulations 2016 \(S.I. 2016/298\)](#), regs. 1(1), **6(a)**
- F12** Reg. 18C(3) inserted (1.4.2016) by [The National Health Service \(Primary Dental Services Miscellaneous Amendments and Directions to the NHS Business Services Authority\) Regulations 2016 \(S.I. 2016/298\)](#), regs. 1(1), **6(b)**

### Under provision of units of dental activity or units of orthodontic activity

**19.**—(1) The contract shall provide that [<sup>F1</sup>NHS England] shall not pursuant to Part 9 of Schedule 3 (variation and termination of agreements) be entitled to take any action for breach of a term of the contract giving effect to regulation 17 or 18 (including termination of the contract) where paragraph (2) applies.

- (2) Subject to paragraph (4), this paragraph applies where the contractor has failed to provide—
- (a) the number of units of dental activity; or
  - (b) the number of units of orthodontic activity,

it is contracted to provide pursuant to a term of the contract giving effect to regulation 17 or 18 (as the case may be) where—

- (i) that failure amounts to 4 per cent or less of the total number of units of dental activity or units of orthodontic activity (as the case may be) that ought to have been provided during a financial year; and
- (ii) the contractor agrees to provide and does so provide the units it has failed to provide within such period as [F1NHS England] specifies in writing, such period to consist of not less than 60 days.

(3) Paragraphs (1) and (2) shall not prevent [F1NHS England] from taking action under Part 9 of Schedule 3 for breach of contract (including terminating the contract) on other grounds.

(4) In the case of a temporary contract the reference to a period of not less than 60 days in paragraph (2)(ii) may not apply if [F1NHS England] considers it not appropriate or considers another period of less than 60 days should apply.

#### 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](#)

#### Domiciliary services and sedation services

**20.** Where a contract includes the provision of domiciliary services or sedation services, the contract must specify the number of courses of treatment that the contractor is—

- (a) to provide; or
- (b) to contribute to where provided as a referral service,

that involve the provision of domiciliary services or sedation services—

- (i) where the contract begins on 1st April, in each financial year; or
- (ii) where the contract begins on a date other than 1st April, in the remainder of the financial year in which the contract begins, and in each financial year thereafter.

#### Finance

**21.—**(1) [F13Subject to [F14regulation 24C],] the contract must contain a term which has the effect of requiring—

- (a) [F1NHS England] to make payments to the contractor under the contract promptly and in accordance with both the terms of the contract and any other conditions relating to the payment contained in directions given by the Secretary of State under section 28N of the Act <sup>M2</sup> (GDS contracts: payments); and
- (b) the contractor to make payments promptly to [F1NHS England] and in accordance with both the terms of the contract and any other conditions relating to payment contained in directions given by the Secretary of State under section 28N of the Act.

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

- (a) is owed by the contractor to [F1NHS England] under the contract;
- (b) has been paid to the contractor owing to an error or in circumstances when it was not due; or

- (c) [F1NHS England] may withhold from the contractor in accordance with the terms of the contract or any other applicable provisions contained in directions given by the Secretary of State under section 28N of the Act.

(3) [F13Subject to [F15regulation 24C],] the contract [F1 must contain a term to the effect that where, pursuant to directions under section 17 M3 (Secretary of State's directions: exercise of functions) or 28N of the Act, [F1NHS England] is required to make a payment to a contractor under a contract but subject to conditions, those conditions are to be a term of the contract.

#### 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**
- F13** Words in reg. 21(1)(3) substituted (1.11.2015) by [The National Health Service \(Primary Dental Services\) \(Miscellaneous Amendments\) \(No. 2\) Regulations 2015 \(S.I. 2015/1728\)](#), regs. 1(1), **6**
- F14** Words in reg. 21(1) substituted (1.4.2016) by [The National Health Service \(Primary Dental Services Miscellaneous Amendments and Directions to the NHS Business Services Authority\) Regulations 2016 \(S.I. 2016/298\)](#), regs. 1(1), **7**
- F15** Words in reg. 21(3) substituted (1.4.2016) by [The National Health Service \(Primary Dental Services Miscellaneous Amendments and Directions to the NHS Business Services Authority\) Regulations 2016 \(S.I. 2016/298\)](#), regs. 1(1), **7**

#### Marginal Citations

- M2** Section 28N was inserted into the Act by section 172(1) of the 2003 Act.
- M3** Section 17 of the Act was substituted by the 1999 Act, section 12(1) and amended by the 2001 Act, Schedule 5, paragraph 5(3) and the 2002 Act, Schedule 1, paragraph 7.

#### [F16Publication of information about earnings

**21A.—**(1) Using the information that it has obtained to make the payments to contractors mentioned in regulation 21(1)(a), [F1NHS England] must publish the information specified in paragraph (2).

(2) The information specified in this paragraph is, in respect of each contract—

- (a) the number of dental performers who during the previous financial year performed services under the contract;
- (b) a figure representing the aggregate net pensionable earnings in respect of the previous financial year of those dental performers under the contract, taking into account the amount by which the employing authority of those performers would reduce those earnings to take account of expenses; and
- (c) an average figure of net pensionable earnings of each performer based on the figures referred to in sub-paragraphs (a) and (b).

(3) In relation to the financial year ending on 31st March 2015, the information specified in paragraph (2) must be published by 31st May 2016, and for each subsequent financial year, it must be published before the end of the financial year following the financial year to which the information relates.

(4) The NHSBSA is directed to perform [F1NHS England's] functions under this regulation, and must publish the information on its website in such form and such manner as it sees fit.

(5) For the purposes of this regulation, net pensionable earnings are to be calculated in accordance with paragraph 3(2B) (meaning of pensionable earnings) of Schedule 2 (medical and dental

practitioners) to the National Health Service Pension Scheme Regulations 1995, regulation 3.A.7(4) (meaning of pensionable earnings) of the National Health Service Pension Scheme Regulations 2008 and paragraph 3 (dental practitioner) of Schedule 10 (practitioner income) to the National Health Service Pension Scheme Regulations 2015.

(6) For the purposes of this regulation—

“dental performer” means a dental practitioner whose name is included in the dental performers list;

“employing authority” has the meaning given in—

- (a) regulation A2 (interpretation) of the National Health Service Pension Scheme Regulations 1995;
- (b) regulation 2.A.1 (interpretation: general) of the National Health Service Pension Scheme Regulations 2008; and
- (c) regulation 33(6) (contributions by employing authorities) of the National Health Service Pension Scheme Regulations 2015; and

“the NHSBSA” means the NHS Business Services Authority (Awdurdod Gwasanaethau Busnes y GIG);]

#### **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**
- F16** Reg. 21A inserted (1.4.2016) by [The National Health Service \(Primary Dental Services Miscellaneous Amendments and Directions to the NHS Business Services Authority\) Regulations 2016 \(S.I. 2016/298\)](#), regs. 1(1), **8**

#### **Fees, charges and financial interests of the contractor**

**22.—**(1) The contract must contain terms relating to fee, charges and financial interests which have the same effect as those set out in paragraphs (2) to (4).

(2) The contractor shall not, either itself or through any other person, demand or accept a fee or other remuneration for its own or another's benefit from—

- (a) any patient of its for the provision of any treatment under the contract, except as otherwise provided in the NHS Charges Regulations; or
- (b) any person who has requested services under the contract for himself or a family member, as a prerequisite to providing services under the contract to that person or his family member.

(3) The contract must contain a term that—

- (a) only permits the contractor to collect from any patient of its any charge that that patient is required to pay by virtue of the NHS Charges Regulations, in accordance with the requirements of those Regulations; and
- (b) provides for obligations imposed on the contractor by virtue of the NHS Charges Regulations to be terms of the contract.

(4) The contract must contain a term that requires the contractor in making a decision—

- (a) as to what services to recommend or provide to a patient who has sought services under the contract; or
- (b) to refer a patient for other services by another contractor, hospital or other relevant service provider under Part 1 of the Act,



to do so without regard to its own financial interests.

(5) The term “patient” in paragraph (3) shall have the same meaning as in regulation 2(1) of the NHS Charges Regulations.

### Arrangements on termination

**23.** A contract shall make suitable provision for arrangements on termination of a contract including the consequences (whether financial or otherwise) of the contract ending.

### Other contractual terms

**24.—**(1) [<sup>F17</sup>Subject to [<sup>F18</sup>regulation 24C]] a contract must, unless it is of a type or nature to which a particular provision does not apply, contain other terms which have the same effect as those specified in Schedule 3 except paragraphs 55(4) to 55(13) and 56.

(2) The paragraphs specified in paragraph (1) shall have effect in relation to the matters set out in those paragraphs.

(3) Where a contract does not commence on 1st April in any financial year, there must be a contractual term—

- (a) specifying the date and periods for the purposes of a mid-year review of the services provided; and
- (b) which, other than as to the date and periods, have similar effect as those specified in paragraphs 58(3) to (8) and 59 of Schedule 3 in respect of the requirement and procedure for carrying out mid-year reviews.

#### Textual Amendments

**F17** Words in reg. 24 substituted (1.4.2013) by [The National Health Service \(Primary Dental Services\) \(Miscellaneous Amendments and Transitional Provisions\) Regulations 2013 \(S.I. 2013/364\)](#), regs. 1(1), **15** (with Sch. 1)

**F18** Words in reg. 24(1) substituted (1.4.2016) by [The National Health Service \(Primary Dental Services\) Miscellaneous Amendments and Directions to the NHS Business Services Authority\) Regulations 2016 \(S.I. 2016/298\)](#), regs. 1(1), **9**

### Variation of contractual terms in respect of election to enter into a Capitation and Quality Scheme Agreement

<sup>F19</sup>**24A.** . . . . .

#### Textual Amendments

**F19** Reg. 24A omitted (1.4.2013) by virtue of [The National Health Service \(Primary Dental Services\) \(Miscellaneous Amendments and Transitional Provisions\) Regulations 2013 \(S.I. 2013/364\)](#), regs. 1(1), **16** (with Sch. 1)

### Variation of contractual terms in respect of election to enter into a Capitation and Quality Scheme 2 Agreement

<sup>F20</sup>**24B.** . . . . .

### Textual Amendments

**F20** Reg. 24B revoked (1.4.2016) by [The National Health Service \(Primary Dental Services Miscellaneous Amendments and Directions to the NHS Business Services Authority\) Regulations 2016 \(S.I. 2016/298\)](#), regs. 1(1), **10**

### [<sup>F21</sup>Variation of contractual terms in respect of election to enter into a prototype agreement

**24C.**—(1) [<sup>F22</sup>Subject to paragraph (6), this regulation applies] where the contractor and [<sup>F1</sup>NHS England] elect to enter into a prototype agreement.

(2) Where this regulation applies, the terms of the contract which have the same effect as the provisions specified in paragraph (3) must be varied in accordance with paragraphs (4) and (5) with effect from the day on which the prototype agreement commences and for the period ending at the end of the day which is the date of termination of the prototype agreement, which must be no later than [<sup>F23</sup>31st March 2022].

(3) The provisions specified in this paragraph are—

- (a) regulation 17 (units of dental activity);
- (b) regulation 19 (under provision of units of dental activity or units of orthodontic activity), in relation to units of dental activity only;
- (c) regulation 21 (finance);
- (d) Part 1 of Schedule 2 (units of dental activity); and
- (e) in Schedule 3 (other contractual terms)—
  - (i) paragraph 32(2) (patient records), which is a contractor’s discretion to keep patient records in electronic form,
  - (ii) paragraph 58 (mid-year reviews), and
  - (iii) paragraph 61(1)(a) and (3)(a) (variation of a contract: activity under the contract), which relate to units of dental activity.

(4) The contract must include terms that have the effect of temporarily releasing the contractor and [<sup>F1</sup>NHS England] from all of the obligations, conditions, payments, rights and liabilities relating to those terms (and only those terms) which have the same effect as the provisions specified in paragraph (3), including any right to enforce those terms.

(5) The contract must also include terms that have the effect of providing that, immediately after the date of the termination of the prototype agreement, the terms of the contract that subsisted between the parties immediately before—

- (a) in the case of a contractor who held both a Capitation and Quality Scheme Agreement and a Capitation and Quality Scheme 2 Agreement, the Capitation and Quality Scheme Agreement commenced;
- (b) in the case of a contractor who held a Capitation and Quality Scheme 2 Agreement but not a Capitation and Quality Scheme Agreement, the Capitation and Quality Scheme 2 Agreement commenced; or
- (c) if neither sub-paragraph (a) nor (b) applies, the prototype agreement commenced,

and from which the parties were temporarily released in accordance with paragraph (4), must apply from the day after the date of termination, and all obligations, conditions, payments, rights and liabilities relating to those terms are to be enforceable from that day.

[

<sup>F24</sup>(6) Sub-paragraphs (b) and (d) of paragraph (3) do not apply where the contractor is a CDS prototype 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**
- F21** Reg. 24C inserted (1.11.2015) by [The National Health Service \(Primary Dental Services\) \(Miscellaneous Amendments\) \(No. 2\) Regulations 2015 \(S.I. 2015/1728\)](#), regs. 1(1), 7
- F22** Words in reg. 24C(1) substituted (1.4.2016) by [The National Health Service \(Primary Dental Services Miscellaneous Amendments and Directions to the NHS Business Services Authority\) Regulations 2016 \(S.I. 2016/298\)](#), regs. 1(1), **11(a)**
- F23** Words in reg. 24C(2) substituted (9.12.2019) by [The National Health Service \(General Dental Services Contracts and Personal Dental Services Agreements\) \(Amendment\) Regulations 2019 \(S.I. 2019/1445\)](#), regs. 1(2), 2
- F24** Reg. 24C(6) inserted (1.4.2016) by [The National Health Service \(Primary Dental Services Miscellaneous Amendments and Directions to the NHS Business Services Authority\) Regulations 2016 \(S.I. 2016/298\)](#), regs. 1(1), **11(b)**

<sup>F25</sup>**Suspension of contract terms or of enforcement of contract terms while a disease is or in anticipation of a disease being imminently pandemic etc.**

**24D.**—(1) Any term that is part of a contract or a prototype agreement as a consequence of action taken under this Part or by agreement between the parties is temporarily not part of that contract or 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,
- [<sup>F1</sup>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, [<sup>F1</sup>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 general dental services contracts (including prototype agreements)—
- (i) in the area to which the announcement relates,
  - (ii) in the particular 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 contract or agreement.

(2) [<sup>F1</sup>NHS England] must not take enforcement action, as provided for in a contract or prototype agreement, in respect of a breach of a term of the contract or 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,
- [<sup>F1</sup>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, [<sup>F1</sup>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 general dental services contracts (including prototype agreements)—
    - (i) in the area to which the announcement relates,
    - (ii) in the particular 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**
- F25** [Reg. 24D](#) 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), **2(3)**

**Changes to legislation:**

There are currently no known outstanding effects for the The National Health Service (General Dental Services Contracts) Regulations 2005, PART 5.