

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 agreement 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)(b), 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 ^{M1}; 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 shall only refuse to provide services under the agreement to a person if it has reasonable grounds for doing so which do not relate to—

- [^{F1}(a) a person's age, sex (reassigned or otherwise), religion or belief, sexual orientation, race, cultural and linguistic background, any disability they may have, or medical or dental condition; or]
- (b) a person's decision or intended decision to accept private services in respect of himself 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.

Textual Amendments

- F1** Sch. 3 para. 1(4)(a) substituted (1.6.2011) by [The National Health Service \(Primary Dental Services\) \(Miscellaneous Amendments\) Regulations 2011 \(S.I. 2011/1182\)](#), regs. 1, **15(2)**

Marginal Citations

- M1** 1989 c. 41.

Changes to legislation: There are outstanding changes not yet made by the legislation.gov.uk editorial team to The National Health Service (Personal Dental Services Agreements) Regulations 2005. 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

Patient preference of practitioner

- 2.—(1) Where the contractor has agreed to provide services to a patient, it shall—
- (a) notify 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.
- (2) The contractor shall 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 persons specified in sub-paragraph (2) as a consequence of which that person has feared for his safety; and
 - (b) the contractor has reported the incident to the police,
- the contractor may notify [F²NHS England] that it will no longer provide services to that patient under the agreement.
- (2) The persons referred to in sub-paragraph (1) are—
- (a) any party to the agreement who is an individual;
 - (b) any member of the contractor's staff;
 - (c) a person engaged by the contractor to perform or assist in the performance of services under the agreement; or
 - (d) any other person present—
 - (i) on the practice premises; or
 - (ii) in the place where services were provided to the patient under the agreement.
- (3) Notification under sub-paragraph (1) may be given by any means including telephone, fax or email but if not given in writing shall 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 [F²NHS England] shall be the time at which it makes the telephone call or sends or delivers the notification to [F²NHS England].
- (5) [F²NHS England] shall—
- (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.

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Textual Amendments

- F2** 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**

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

4. The contractor may—
- (a) refuse to begin a course of treatment; or
 - (b) terminate a 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 [^{F2}NHS England] that it will no longer provide services to that patient under the agreement.

Textual Amendments

- F2** 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**

[^{F3}Friends and Family Test

5A.—(1) The contractor must give all patients who use the contractor's practice the opportunity to provide feedback about the service received from the practice through the Friends and Family Test.

- (2) The contractor must—
- (a) report the results of completed Friends and Family Tests to [^{F2}NHS England]; and
 - (b) publish the results of such completed tests,

in the manner approved by [^{F2}NHS England].

(3) In this paragraph, “Friends and Family Test” means the arrangements that the contractor is required by [^{F2}NHS England] to implement to enable its patients to provide anonymous feedback about the patient experience at the contractor’s practice.]

Textual Amendments

- F2** 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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F3 Sch. 3 para. 5A inserted (1.4.2015) by [The National Health Service \(Primary Dental Services and General Ophthalmic Services\) \(Miscellaneous Amendments and Transitional Provision\) Regulations 2015 \(S.I. 2015/416\)](#), regs. 1(2), **8**

Changes to legislation:

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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. 3 Pt. 9 para. 61A(4)(b) words substituted by [S.I. 2024/271 reg. 3\(2\)](#)