
STATUTORY INSTRUMENTS

2005 No. 3373

The National Health Service (Personal Dental Services Agreements) Regulations 2005

PART 5

AGREEMENTS: REQUIRED TERMS

NHS contracts

10. If the contractor is to be regarded as a health service body, the agreement must state that it is an NHS contract.

Additional services

11. If the agreement includes the provision of additional services, it must contain in relation to each such service as is included in the agreement, terms that have the same effect as those specified in Schedule 1 in so far as they are relevant to that service.

Agreements: general

12.—(1) An agreement must specify—

- (a) the services to be provided by the contractor;
- (b) the duration of the agreement;
- (c) to whom such services are to be provided; and
- (d) the postal 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.

(2) The premises referred to in paragraph (1)(d) do not include any place in which a patient is residing.

Units of dental activity

13.—(1) [^{F1}Subject to [^{F2}regulation 20C],] where an agreement includes the provision of mandatory or advanced mandatory services, the agreement must specify the number of units of dental activity to be provided by the contractor—

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

(2) [^{F1}Subject to [^{F2}regulation 20C],] an agreement 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 has provided under the agreement.

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Textual Amendments

- F1** Words in reg. 13(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), **31** (with Sch. 2)
- F2** Words in reg. 13(1)(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), **15**

Units of orthodontic activity

14.—(1) Where an agreement includes the provision of orthodontic services, the agreement must specify the number of units of orthodontic activity to be provided by the contractor—

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

(2) Where paragraph (1) applies, the agreement must also contain terms which have the effect of those specified in Part 2 of Schedule 2 in relation to the calculation of how many units of orthodontic activity a contractor has provided under the agreement.

[^{F3}Units of dental activity for contractors who elect to enter into a prototype agreement

14A.—(1) [^{F4}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.

[
^{F5}(3) This regulation does not apply where the contractor is a CDS prototype contractor.]

Textual Amendments

- F3** Regs. 14A-14C 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), **13**
- F4** Words in reg. 14A(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), **16(a)**
- F5** Reg. 14A(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), **16(b)**

Capitated patient figures for contractors who elect to enter into a prototype agreement

14B. Where a contractor has elected to enter into a prototype agreement, [^{F6}except where the contractor is a CDS prototype contractor,] the prototype agreement must specify the number of 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

- F3** Regs. 14A-14C 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), **13**
- F6** Words in reg. 14B 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), **17**

Capitated patients

14C.—(1) [^{F7}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).

[^{F8}(3) This regulation does not apply where the contractor is a CDS prototype contractor.]]

Textual Amendments

- F3** Regs. 14A-14C 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), **13**
- F7** Words in reg. 14C(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), **18(a)**
- F8** Reg. 14C(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), **18(b)**

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

15.—(1) The agreement shall provide that [F⁹NHS 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 agreement giving effect to regulation 13 or 14 (including termination of the agreement) 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 agreement giving effect to regulation 13 or 14 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 that ought to have been provided; and
- (ii) the contractor agrees to provide and does so provide the units it has failed to provide within such period as [F⁹NHS England] specifies in writing, such period to consist of not less than 60 days.

(3) Paragraphs (1) and (2) shall not prevent [F⁹NHS England] from taking action under Part 9 of Schedule 3 for breach of contract (including terminating the agreement) on other grounds.

(4) In the case of an agreement with a duration period of less than 12 months, the period of 60 days in paragraph (2)(ii) may not apply if [F⁹NHS England] considers it not appropriate or considers that another period of less than 60 days should apply.

Textual Amendments

F9 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

16. Where an agreement includes the provision of domiciliary services or sedation services, the agreement 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 for which the contract continues.

Finance

17.—(1) [F¹⁰Subject to [F¹¹regulation 20C],] the agreement must contain a term which has the effect of requiring—

- (a) [F⁹NHS England] to make payments to the contractor under the agreement promptly and in accordance with both the terms of the agreement and any other conditions relating to the payment contained in directions given by the Secretary of State under section 28E(3A) of the Act ^{M1} (personal medical or dental services: regulations);

- (b) the contractor to make payments promptly to [F9NHS England] and in accordance with both the terms of the agreement and any other conditions relating to the payment contained in directions given by the Secretary of State under section 17 (Secretary of State's directions: exercise of functions) or 28E(3A) of the Act.
- (2) The obligation referred to in paragraph (1) is subject to any right the Relevant Body has to set off against an amount payable to the contractor an amount that—
- (a) is owed by the contractor to [F9NHS England] under the agreement;
- (b) has been paid to the contractor owing to an error or in circumstances when it was not due; or
- (c) [F9NHS England] may withhold from the contractor in accordance with the terms of the agreement or any other applicable provisions contained in directions given by the Secretary of State under section 28E(3A).
- (3) [F12Subject to [F13regulation 20C],] the agreement must contain a term to the effect that where, pursuant to directions under section 17 or 28E(3A) of the Act, [F9NHS England] is required to make a payment to a contractor under an agreement but subject to conditions, those conditions are to be a term of the agreement.

Textual Amendments

- F9** 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**
- F10** Words in reg. 17(1) 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), **14**
- F11** 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), **19**
- F12** Words in reg. 17(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), **14**
- F13** Words in reg. 17(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), **19**

Marginal Citations

- M1** Section 17 of the Act was substituted by the [Health Act 1999 \(c. 8\)](#), section 12(1), and amended by the 2001 Act, section 67(1) and Schedule 5, paragraph 5(1) and (3) and the 2002 Act, section 1(3) and Schedule 1, paragraph 7. Section 28E(3A) was inserted by section 177(8) of the 2003 Act.

[F14] **Publication of information about earnings**

- 17A.**—(1) Using the information that it has obtained to make the payments to contractors mentioned in regulation 17(1)(a), [F9NHS England] must publish the information specified in paragraph (2).
- (2) The information specified in this paragraph is, in respect of each agreement—
- (a) the number of dental performers who during the previous financial year performed services under the agreement;
- (b) a figure representing the aggregate net pensionable earnings in respect of the previous financial year of those dental performers under the agreement, taking into account the

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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 [^{F9}NHS 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

F9 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**

F14 Reg. 17A 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), **20**

Fees, charges and financial interests of the contractor

18.—(1) The agreement must contain terms relating to fees, 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 agreement, except as otherwise provided in the NHS Charges Regulations; or

- (b) any person who has requested services under the agreement for himself or a family member, as a prerequisite to providing services under the agreement to that person or his family member.
- (3) The agreement 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 agreement.
- (4) The agreement 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 agreement; 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

19. An agreement shall make suitable provision for arrangements on termination of an agreement including the consequences (whether financial or otherwise) of the agreement ending.

Other contractual terms

20.—(1) [^{F15}Subject to [^{F16}regulation 20C],] an agreement 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 and Schedule 5.

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

(3) Where an agreement does not commence on 1st April in any financial year or the duration of an agreement is less than 12 months, 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

- F15** Words in reg. 20(1) 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), **34** (with Sch. 2)
- F16** Words in reg. 20(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), **21**

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

^{F17}**20A.**

Textual Amendments
F17 Reg. 20A 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), **35** (with Sch. 2)

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

^{F18}**20B.**

Textual Amendments
F18 Reg. 20B 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), **22**

^{F19}**Variation of contractual terms in respect of election to enter into a prototype agreement**

20C.—(1) [^{F20}Subject to paragraph (6), this regulation applies] where the contractor and [^{F9}NHS England] elect to enter into a prototype agreement.

(2) Where this regulation applies, the terms of the agreement 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 [^{F21}31st March 2022].

- (3) The provisions specified in this paragraph are—
- (a) regulation 13 (units of dental activity);
 - (b) regulation 15 (under provision of units of dental activity or units of orthodontic activity), in relation to units of dental activity only;
 - (c) regulation 17 (finance);
 - (d) Part 1 of Schedule 2 (units of dental activity); and
 - (e) in Schedule 3 (other contractual terms)—
 - (i) paragraph 33(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 an agreement: activity under the agreement), which relate to units of dental activity.

(4) The agreement must include terms that have the effect of temporarily releasing the contractor and [^{F9}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 agreement 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 agreement 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.

[
F22(6) Sub-paragraphs (b) and (d) of paragraph (3) do not apply where the contractor is a CDS prototype contractor.]]

Textual Amendments

- F9** 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**
- F19** Reg. 20C 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), **15**
- F20** Words in reg. 20C(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), **23(a)**
- F21** Words in reg. 20C(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), **3**
- F22** Reg. 20C(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), **23(b)**

[F23 **Suspension of agreement terms or of enforcement of agreement terms while a disease is or in anticipation of a disease being imminently pandemic etc.**

20D.—(1) Any term that is part of an agreement (including a prototype agreement) as a consequence of action taken under this Part or by agreement between the parties 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,

[F9 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;

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- (c) as part of the announcement, [F9NHS 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 dental services agreements (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 contractor’s agreement.
- (2) [F9NHS England] must not take enforcement action, as provided for in an agreement (including a prototype 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,

[F9NHS 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, [F9NHS 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 dental services agreements (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

- F9** 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**
- F23** Reg. 20D 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), **3(3)**

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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\(2\)](#)