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NHS England

Standard General Medical Services Contract Variation Notice

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Standard General Medical Services (GMS) Contract Variation Notice

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Prepared by Hill Dickinson on behalf of NHS England

The text of the Standard General Medical Services (GMS) Contract Variation Notice July 2026 has been prepared by Hill Dickinson on behalf of NHS England.

It is prepared on the basis that the signed contract to be varied is in the form of the NHS England Standard General Medical Services Contract and is up to date with all prior variation notices (up to and including the NHS England Standard General Medical Services Contract Variation Notice August 2025).

Equalities and health inequalities statement

"Promoting equality and addressing health inequalities are at the heart of NHS England's values. Throughout the development of the policies and processes cited in this document, we have:

- given due regard to the need to eliminate discrimination, harassment and victimisation, to advance equality of opportunity, and to foster good relations between people who share a relevant protected characteristic (as cited under the Equality Act 2010) and those who do not share it;
- given regard to the need to reduce inequalities between patients in access to, and outcomes from, healthcare services and in securing that services are provided in an integrated way where this might reduce health inequalities."

Dear Sir/Madam

Notice of Variation to your General Medical Services Contract dated [ ]

We give you notice under paragraph 57(2) of Schedule 3 to the National Health Service (General Medical Services Contracts) Regulations 2015 (S.I. 2015/1862) that the terms of your General Medical Services Contract dated [ ] are varied as set out below with effect from [insert here date on which variations will take effect. Where reasonably practicable this should not be less than 14 days after the date on which this notice is served. This is a regulatory requirement.]

These variations are made to comply with:

- National Health Service (Pharmaceutical and Local Pharmaceutical Services) (Miscellaneous Amendments) Regulations 2025; and
- National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2026;

which came into force since the last update to the Standard General Medical Services Contract.

These variations are also made to that ensure your contract complies with the terms of:

- National Health Service (Charges, Primary Medical Services and Pharmaceutical and Local Pharmaceutical Services) (Coronavirus) (Further Amendments) Regulations 2021;

which came into force on 21 December 2021 but was not covered by previous variation notices.

For the avoidance of doubt nothing in this notice shall affect accrued rights or liabilities up to the date of the variation.

We request you to acknowledge receipt of this notice by signing and returning the enclosed duplicate of it.

Dated:

Signed:

on behalf of [INSERT ICB NAME]

Print name:

Wording of Variations

Part 1

1. In clause 1.1, **remove** the definitions for “listed medicines” and “listed medicines voucher”.

2. In clause 1.1, **insert** the following definitions:

> ““**listed prescription items**” means the prescription items mentioned in regulation 13(1) of the National Health Service (Charges for Drugs and Appliances) Regulations 2015 (exemption from charges: risks to public health);”.
>
> ““**listed prescription items voucher**” means a form which:
>
> (a) is provided or approved by the Commissioner for the purposes of ordering a prescription item mentioned in regulation 13(1) of the National Health Service (Charges for Drugs and Appliances) Regulations 2015; and
>
> (b) may be an electronic form sent or to be sent via a secure service approved for this purpose by the Commissioner;”.

Part 7

3. In clause 7.5.2, immediately before the words “the appropriate response”, **insert** the words “Subject to sub-clause 7.5.2A,”.

4. Immediately after clause 7.5.2(d)(ii), **insert**:

> “7.5.2A The Contractor must not ask a patient to contact the practice on another day.”.

5. In clause 7.5.3, immediately before the words “the appropriate response”, **insert** the words “For matters which the Contractor has identified as clinically urgent, ”.

6. Immediately after clause 7.5.3(b), **insert**:

"7.5.3A For matters which the Contractor has identified as not clinically urgent, the appropriate response must be provided before the end of the next working day after contact.".

7. Immediately after clause 7.9B.5, **insert**:

"7.9C. **Referral pathways**

7.9C.1. The Commissioner may notify the Contractor of *referral pathways* that apply to the referral of patients for other services under the 2006 Act.

7.9C.2. The Contractor must, where clinically appropriate, comply with any relevant referral pathways notified under clause 7.9C.1., prior to referring a patient for services under the 2006 Act.

7.9C.3. In this paragraph:

"Advice and Guidance" means arrangements established by the Commissioner to enable contractors to obtain consultant-led clinical advice about the management of a patient for the purpose of informing clinical decision making in relation to a referral;

"referral pathways" means arrangements, such as *Advice and Guidance*, determined by the Commissioner as applying to the referral of a patient for a service under the 2006 Act, including any locally determined arrangements that apply in relation to the Contractor's *practice area*.

7.9D. **Directory of Services**

7.9D.1. The Contractor must record in the *Directory of Services* an electronic mail address nominated for the purpose of communicating clinical information relating to the Contractor's patients with health service providers.

7.9D.2. The Contractor must monitor the electronic mail address nominated under clause 7.9D.1. at least once per day during core hours.

7.9D.3. In clause 7.9D.1., "Directory of Services" means the national directory of services provided as part of the health service in England, managed by the Commissioner.[1]".

8. Immediately after clause 7.13.4(b), **insert**:

"7.13.5 **Co-operation with the Commissioner: performance management**

7.13.5.1. The Contractor must co-operate with the Commissioner, in so far as is reasonable, in relation to the performance and improvement of services provided under this Contract, including co-operating with the provision of any support, performance review or improvement activity.".

Part 13

9. Immediately after clause 13.5.4(b)(iv), **insert**:

"13.5.4A. Where the Contractor receives an application by the method referred to in sub-clause 13.5.3(a), they must submit the information provided in the application via the online registration service referred to in sub-clause 13.5.3(b), except where the Contractor's computerised clinical system does not facilitate interconnectivity with the online registration service supplied by the Commissioner.".

[1] For further information, see: https://digital.nhs.uk/services/directory-of-services-dos

Part 14

10. In clause 14.2.1(c) **replace** the words "*listed medicines*" with the words "*listed prescription items*".

11. In clause 14.2.5, at each place where it occurs **replace** the words "*listed medicine*" with the words "*listed prescription item*".

12. In clause 14.2.5, at each place where it occurs **replace** the words "*listed medicines*" with the words "*listed prescription items voucher*".

13. In clause 14.2.5, **replace** the words ", which the *prescriber* must sign." with the words "and must sign that *listed prescription items voucher* (with an *electronic signature*, if an electronic form is used) if one is used.".

14. In clause 14.2.6, at each place where it occurs **replace** the words "*listed medicine*" with the words "*listed prescription item*".

15. In clause 14.2.6, at each place where it occurs **replace** the words "*listed medicines*" with the words "*listed prescription items voucher*".

16. In clause 14.2.6, immediately before the words "if one is used", **insert** the words "(with an *electronic signature*, if an electronic form is used)".

17. In clause 14.4, **replace** the heading with "**Patient choice: pharmaceutical services**".

18. **Replace** clause 14.4.3 with:

> "14.4.2A. The Contractor must, where the patient has a *nominated dispenser*, consult the patient, or the patient's *authorised person*, as to their choice of *dispenser* in respect of each order for drugs, medicines or appliances made by a *prescriber* under clauses 14.2.2 to 14.2.15.
>
> 14.4.3. The Contractor must not seek to persuade a patient, or a patient's *authorised person*, to nominate a *dispenser* recommended by the *prescriber* or the Contractor.

14.4.4. The Contractor must direct the patient, or the patient's *authorised person*, to the relevant information made available by the Commissioner about all chemists who are available in the patient's chosen area and who are able to provide the required service where—

(a) a patient does not have a *nominated dispenser*;

(b) a patient, or a patient's *authorised person*, asks the Contractor to recommend a chemist whom the patient or the patient's *authorised person* might nominate as the patient's *dispenser*; or

(c) the Contractor refers a patient to a pharmaceutical service.".

19. In clause 14.6.2, **replace** the words "*listed medicines*" with the words "*listed prescription items*".

20. In clause 14.6.3, **replace** the words "*listed medicines*" with the words "*listed prescription items*".

21. In clause 14.6.3, **replace** the words "*listed medicine*" with the words "*listed prescription item*".

22. In clause 14.7.2(iii)(bb), **replace** the words "*listed medicine*" with the words "*listed prescription item*".

23. In clause 14.7.2(iii)(bb), **replace** the word "*medicine's*" with the word "*item's*".

Part 15

24. In clause 15.10.3, **replace** the word "*may*" with the word "*must*".

Part 16

25. **Replace** clause 16.5ZD.2 with:

"16.5ZD.2 An "online consultation tool" is an online facility provided using appropriate software which satisfies the condition in clause 16.5ZD.2A

and through which a patient, or an *appropriate person* acting on behalf of a person to whom clause 16.5ZD.4 applies, may make:

(a) a request for advice or information related to the patient's health, or

(b) a clinical or administrative request.

16.5ZD.2A The condition in this clause is that the online facility does not limit the number of requests using the *online consultation tool* that can be made during core hours or during any period of time within core hours.".

26. **Replace** clause 16.8J.1 with:

"16.8J **Collection of data relating to use of the online consultation tool and video consultations**

16.8J.1. The Contractor must make available to the Commissioner such information as is specified by the Commissioner that is available to the Contractor in connection with use of the *online consultation tool* under clause 16.5ZD and *video consultations* under clause 16.5ZF.

16.8J.2. The Contractor must make information available to the Commissioner under clause 16.8J.1 within such reasonable time frame as may be specified by the Commissioner.".

27. Immediately after clause 16.8K.2, **insert**:

"16.8L **NHS staff surveys**

16.8L.1. The Contractor must make available to the Commissioner such information as specified by the Commissioner in connection with staff surveys that relate to the Contractor's staff.

16.8L.2. The Contractor must make information available to the Commissioner under clause 16.8L.1 within such reasonable time frame as may be specified by the Commissioner.

16.8M **Information relating to the Lung Cancer Screening Programme**

16.8M.1. The Contractor must allow the extraction by NHS England, or by persons authorised by NHS England, of data reasonably required for the purpose of the *Lung Cancer Screening Programme*, from the record that the Contractor is required to keep under clause 16.1 by such means, and at such intervals, as are notified to the Contractor by NHS England.

16.8M.2. The Contractor must co-operate, in so far as is reasonable, with NHS England, or persons authorised by NHS England, in relation to data extractions under clause 16.8M.1.

16.8M.3. In this regulation, "Lung Cancer Screening Programme" means the national programme arranged by NHS England of lung health checks for the purpose of detecting and diagnosing lung cancer, for persons identified by NHS England as recommended for such checks.".

28. In clause 16.11.1, immediately after the words "*digital practice area map*", **insert** the words ", for approval by the Commissioner".

Schedule 3

29. **Replace** point 14 of information to be included in Practice Leaflets with: "The opening hours of the *practice premises* and all means of contacting the Contractor throughout the *core hours* as required by clause 7.5.".

Schedule 7

30. Immediately after paragraph 15(d)(iii), **insert**:

"Sub-contracting aspects of dispensing under "hub and spoke" arrangements

15ZA.

(1) For the purposes of clauses 15.9 to 15.10.16 of this Contract, core dispensing functions are clinical matters (whether or not they would be considered as such but for this sub-paragraph) and accordingly, the specific requirements in this Schedule in respect of sub-contracting those functions are in addition to the general requirements in those clauses in respect of sub-contracting them.

(2) For the purposes of this paragraph and paragraph 15ZB, "core dispensing functions" means the assembly or part-assembly of any prescription item (including bagging and the application of dispensing labels) with a view to the supply of that prescription item in accordance with a prescription, an ***SSP***, a ***LPIV***, a ***PTP*** or a ***PTPGD***.

(3) A ***dispensing doctor*** (and by extension a provider of primary medical services as mentioned in regulation 47(2)(b) of the *Pharmaceutical Regulations*) must not sub-contract the performance of any of its core dispensing functions, but this does not apply to:

(a) a contract for services between the ***dispensing doctor*** and a health care professional (for example, a locum), or a provider of locums, for performance by that professional, or by locums provided by that provider of locums, personally of core dispensing functions at the ***dispensing doctor***'s listed dispensing premises; or

(b) the performance of any of the ***dispensing doctor***'s core dispensing functions under valid hub and spoke arrangements.

(4) For the purposes of this paragraph and paragraphs 15ZB and 15ZC, "hub and spoke arrangements" are arrangements between the ***dispensing doctor*** and a retail pharmacy business:

(a) are for the purpose of the retail pharmacy business supporting the ***dispensing doctor*** with regard to the fulfilment of orders:

(i) submitted to the ***dispensing doctor*** on prescription forms or ***LPIV***s, or

(ii) for the provision of prescription items by the ***dispensing doctor*** in accordance with ***PTP***s or ***PTPGDs***; and

(b) provide for the assembly or part-assembly of those orders (including in accordance with an ***SSP***) at premises of the retail pharmacy business with a view to the supply of the prescription items at or from the listed dispensing premises of the ***dispensing doctor*** to or for the use of the patients for whom they were ordered.

(5) For the hub and spoke arrangements to be valid for the purposes of this paragraph and paragraphs 15ZB and 15ZC, any prior notification that the ***dispensing doctor*** is required to give to NHS England or an ICB before the commencement of arrangements by virtue of which the ***dispensing doctor*** sub-contracts the core dispensing functions must include the following particulars:

(a) the name, pharmacy premises address and General Pharmaceutical Council premises registration number of the retail pharmacy business;

(b) the duration of the proposed arrangements;

(c) a description of the core dispensing functions to be covered by arrangements; and

(d) a description of the manner in which the retail pharmacy business proposes to meet the ***dispensing doctor***'s obligations under the terms of service in respect of the core dispensing functions to be covered by the arrangements.

(6) For the hub and spoke arrangements to be valid for purposes of this paragraph and paragraphs 15ZB and 15ZC, if the ***dispensing doctor*** is not otherwise (apart from by virtue of this sub-paragraph) required to give prior notification to NHS England or an ICB before the commencement of the sub-contracting of clinical services such as core dispensing functions:

(a) it must give that prior notice in the case of hub and spoke arrangements, and in a manner that puts NHS England or an ICB for its location on reasonable notice of the commencement of the arrangements; and

(b) the notification that it does give must include the particulars specified in sub-paragraph (5)(a) to (d).

(7) For the hub and spoke arrangements to be valid for the purposes of this paragraph and paragraphs 15ZB and 15ZC, they must have the following features:

(a) they must provide, and ensure, that any prescription item that is assembled or part-assembled under the arrangements is supplied to or for the use of the patient for whom it is dispensed at or from the listed dispensing premises of the ***dispensing doctor*** (and so the arrangements must not allow the retail pharmacy business to fulfil the order directly);

(b) in the case of an order for a medicine on a prescription form or ***LPIV***, they must ensure that what is done, in the course of fulfilling the order, is done in a manner that ensures compliance with the requirements that are to be complied with for the supply from the retail pharmacy business to the ***dispensing doctor*** of the medicine to be treated as, or as part of, a retail sale in accordance with regulation 222A(2)(a) of the Human Medicines Regulations 2012[2] (assembly or part-assembly as part of "hub and spoke" dispensing arrangements between different businesses);

(c) in the case of orders for prescription items that are not orders for medicines on a prescription form or a ***LPIV*** ("non-regulation-222A orders"):

(i) they must relate to fulfilling both orders for medicines on prescription forms and non-regulation-222A orders, and accordingly the ***dispensing doctor*** cannot only sub-contract to the retail pharmacy business core dispensing functions in respect of non-regulation-222A orders, and

(ii) they must ensure that what is done, in the course of fulfilling the non-regulation-222A order, is done in a manner that would ensure compliance with the requirements that would need to be complied with for the supply from the retail pharmacy business to the ***dispensing doctor*** of the prescription item, if it were instead of a medicine ordered on a prescription form or a ***LPIV***, to be treated as, or as part of, a retail sale in

[2] Inserted by S.I. 2025/758.

accordance with regulation 222A(2)(a) of the Human Medicines Regulations 2012;

(d) they must provide, and ensure, that the retail pharmacy business does not sub-contract any of the core dispensing functions that the retail pharmacy business performs on behalf of the ***dispensing doctor***;

(e) they must provide for the discontinuation of the arrangements, as set out in paragraph 15ZB (in addition to any patient safety or commercial grounds the ***dispensing doctor*** or the retail pharmacy business may have for discontinuing the arrangements); and

(f) they must not be or have become invalid by virtue of paragraph 15ZB.

(8) If the ***dispensing doctor*** has hub and spoke arrangements in place, the ***dispensing doctor*** must also have in place business continuity arrangements which ensure that the ***dispensing doctor*** is able to meet all the ***dispensing doctor***'s obligations to provide dispensing services in the event of any temporary or permanent discontinuation or disruption of the hub and spoke arrangements.

(9) The ***dispensing doctor*** must give notice in writing to NHS England of any:

(a) temporary discontinuation of hub and spoke arrangements that amounts to a suspension of those arrangements; or

(b) permanent discontinuation of hub and spoke arrangements,

either before that discontinuation occurs or as soon as is reasonably practicable after it occurs, unless it is in response to a notice of objection from NHS England.

Objection to and termination of hub and spoke arrangements

15ZB.

(1) NHS England may at any time request from the ***dispensing doctor*** (as defined in paragraph 15ZA(3)) information relating to hub and spoke arrangements that is relevant to the termination criteria (whether or not the arrangements have commenced), and if NHS England makes such

a request, the ***dispensing doctor*** must supply the requested information to NHS England promptly.

(2) For the purposes of this paragraph, the termination criteria are:

(a) the hub and spoke arrangements do not have the features required by paragraph 15ZA(7), including where they have had them but they have lapsed;

(b) the hub and spoke arrangements have the features required by paragraph 15ZA(7) but there has been a breach of those requirements;

(c) the hub and spoke arrangements put the safety of any persons to whom the ***dispensing doctor*** provides pharmaceutical services at serious risk;

(d) the hub and spoke arrangements put NHS England at risk of material financial loss;

(e) the hub and spoke arrangements have led to the ***dispensing doctor*** repeatedly breaching the ***dispensing doctor***'s terms of service, or to the ***dispensing doctor*** breaching its terms of service in circumstances where the ***dispensing doctor*** is likely to continue to do so repeatedly;

(f) The retail pharmacy business's (as defined in paragraph 15ZA(4)) fitness to carry out core dispensing functions is impaired; or

(g) in the opinion of NHS England, there are reasonable grounds for believing one or more of the termination criteria in paragraphs (a) to (f) are established.

(3) NHS England may, after the commencement of hub and spoke arrangements, issue a notice of objection to the arrangements, based on one or more of the termination criteria, and if it does so:

(a) those arrangements become invalid on the termination date specified in the notice of objection; and

(b) The ***dispensing doctor*** must discontinue the arrangements on or by the date specified in the notice for their termination.

(4) NHS England may withdraw a notice of objection issued under sub-paragraph (3), which has the effect of the arrangements to which the notice related no longer being invalid.

(5) NHS England must, in a notice of objection, give its reasons for issuing the notice.

(6) Subject to sub-paragraph (7), before issuing a notice of objection, NHS England must make every reasonable effort to communicate and co-operate with the ***dispensing doctor*** with a view to resolving the matter without the notice being issued.

(7) Sub-paragraph (6) does not apply where NHS England is satisfied:

(a) its concerns relate to a matter that has already been the subject of dispute resolution between NHS England and the ***dispensing doctor*** and there are no new issues of substance to delay issuing the notice; or

(b) that it is appropriate to proceed immediately to issuing a notice:

(i) to protect the safety of any persons to whom the ***dispensing doctor*** may provide pharmaceutical services, or

(ii) to protect NHS England from material financial loss.

(8) After issuing a notice of objection, unless:

(a) it was delayed by virtue of sub-paragraph (6); or

(b) NHS England is satisfied its concerns related to a matter that has already been the subject of dispute resolution between NHS England and the ***dispensing doctor*** and there are no new issues of substance to be resolved,

NHS England must, where requested to do so by the ***dispensing doctor***, make every reasonable effort to communicate and co-operate with the ***dispensing doctor*** with a view to resolving the matter in a manner that may lead to the notice of objection being withdrawn.

Hub and spoke arrangements: sharing of "relevant data" between different businesses

15ZC.

(1) This paragraph applies to "relevant data", which is data that relates to a patient and which is shared for the purpose of fulfilling an order under hub and spoke arrangements (as defined in paragraph 15ZA(4)) which is a non-regulation-222A order (as defined in paragraph 15ZA(7)(c)).

(2) For the purposes of section 8(c) (lawfulness of processing: public interest etc) of, and paragraph 2(2)(a), (c) and (d) of Schedule 1 (special categories of personal data etc – health or social care purpose) to, the Data Protection Act 2018[3], sub-paragraph (3) applies to the processing of any relevant data:

(a) by the ***dispensing doctor*** or the retail pharmacy business (as defined in paragraph 15ZA(3) and (4)) which relates to a patient; and

(b) which is necessary for the purposes of:

(i) fulfilling an order of a type mentioned in paragraph 15ZA(4)(a) under valid hub and spoke arrangements, or

(ii) discharging any related professional obligations to the patient (including obligations relating to the keeping of records).

(3) That processing is:

(a) necessary for the performance of a task carried out in the public interest; and

(b) if the data is personal data concerning health, necessary for the purposes of preventative medicine, medical diagnosis or for the provision of health care or treatment.

(4) Any person (X) who:

(a) is employed or engaged by the ***dispensing doctor*** or the retail pharmacy business; and

(b) in the course of being so employed or engaged is required to undertake the processing of data described in sub-paragraph (2),

[3] 2018 c. 12. Section 8 has been amended by the Data (Use and Access) Act 2025 (c. 18), section 70(7), and S.I. 2019/419. Paragraph 2 of Schedule 1 has been amended by S.I. 2019/419.

owes a duty of confidentiality in respect of that data (whether or not they would do so but for this sub-paragraph).

(5) The duty under paragraph (4):

(a) is a duty of confidentiality which, if not owed by a health care professional, is owed under an enactment or rule of law for the purposes of section 11(1)(b) of the Data Protection Act 2018[4] (special categories of personal data etc: supplementary); and

(b) is such that, if the processing is necessary for the purposes described in sub-paragraph (2)(b), X is able, lawfully, to process that data by virtue of this paragraph.

(6) For the purposes of sub-paragraph (2)(b)(ii), a professional obligation to a patient is to be regarded as such notwithstanding that discharging the obligation may:

(a) also be an obligation that arises in some other way (for example, arising from a duty of care); or

(b) be done by a person who is not a health care professional.

(7) Sub-paragraphs (2) and (3) do not apply where, in reliance or purported reliance on valid hub and spoke arrangements, a person processes any data which relates to a patient but, in the course of the doing of anything that relates to the fulfilling of the order to which that data relates, there is a breach of:

(a) the requirements to be fulfilled if what is done is to be treated as part of valid hub and spoke arrangements; or

(b) a duty of confidentiality owed in respect of the data by a health care professional or under an enactment or rule of law as mentioned in sub-paragraph (5)(a).

(8) Words and expressions used in both:

(a) sub-paragraphs (1) to (7); and

(b) Parts 1 and 2 (preliminary and general processing) of, and paragraphs 2(2)(a), (c) and (d) of Schedule 1 to, the Data Protection Act 2018,

[4] Section 11 has been amended by S.I. 2019/419

bear the meanings they bear in those provisions of the Data Protection Act 2018.".

31. In paragraph 25, immediately after the words "available on prescription", **insert** the words "at or".

32. In paragraph 31, immediately after the words "the provision of pharmaceutical services at", **insert** the words "or from".

33. In paragraph 31, immediately after the words "provide pharmaceutical services at", **insert** the words "or from".

I/We [ ] acknowledge receipt of the notice of variation dated [ ] of which the above is a duplicate. I/We acknowledge that this notice will take effect from [ ].

Signed:

[on behalf of]:

Print name:

Date: