

OFFICIAL: SENSITIVE

5 January 2025

REF: SHA/26723

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**APPEAL AGAINST LEICESTER, LEICESTERSHIRE
AND RUTLAND INTEGRATED CARE BOARD
DECISION REGARDING A BREACH NOTICE AT
EGGINTON STREET PHARMACY LIMITED T/A
EGGINTON STREET PHARMACY, 4 EGGINTON
STREET, LEICESTER, LE5 5BA**

1 Outcome

- 1.1 Pursuant to paragraph 9(5)(a) of Schedule 3 to the Regulations, I substitute the decision of the Commissioner to issue the Breach Notice regarding a breach of paragraph 34 with a breach notice regarding a breach of paragraph 35(4).

A copy of this decision is being sent to:

Egginton Street Pharmacy Ltd t/a Egginton Street Pharmacy
Leicester, Leicestershire and Rutland ICB

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STREET, LEICESTER, LE5 5BA**

1 The Breach Notice

A Breach Notice dated 17 September 2025 was sent to Egginton Street Pharmacy Limited (“the Appellant”) in respect of 4 Egginton Street, Leicester, Leicestershire, LE5 5BA.

- 1.1 **“Name of Contractor:** Egginton Street Pharmacy Limited
- 1.2 **Trading name and Address of Premises:** Egginton Street Pharmacy, 4 Egginton Street, Leicester, Leicestershire, LE5 5BA
- 1.3 **Date of inclusion in the pharmaceutical list for the area of Leicester City Health and Wellbeing Board from:** 01 July 2021
- 1.4 This is a breach notice issued under regulation 71 of the National Health Services (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013.
- 1.5 **Nature of the breach**
- 1.6 Paragraph 34, Schedule 4 of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 (the 2013 regulations) as amended requires pharmacy contractors to have arrangements in place which comply with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009 (the 2009 regulations), for the handling and consideration of any complaints. One of the requirements of the 2009 regulations is pharmacy contractors must prepare an annual report which contains specified information and send a copy of it to their ICB “as soon as reasonably practicable after the end of the year to which the report relates” - regulation 18. For the purposes of this requirement “year” means a period of 12 months ending with 31 March.
- 1.7 A letter was sent by email to all pharmacy contractors using either their pharmacy specific email account or where this was not possible an alternative provided email address on 28 March 2025. This letter outlined the process for submission of the pharmacy annual complaints report. The letter provided

guidance on what should be included in the complaints report and a template was provided for completion and return. The letter also requested that a zero return be made should the pharmacy have received no complaints during this period. The letter requested that the complaints reports be returned to the East Midlands Primary Care Team by 30 April 2025 to the generic inbox england.eastmidpharmacy@nhs.net. Egginton Street Pharmacy Limited have failed to return the complaints report and have been contacted via their pharmacy specific email account on three occasions (28/03/2025, 01/05/2025 and 12/05/2025) including the original letter, however, despite the contacts the pharmacy failed to provide us with their complaints report and did not provide the team with a reason why.

- 1.8 The East Midlands Primary Team therefore referred this matter of non-compliance to the Pharmaceutical Services Regulations Committee on 17 June 2025.
- 1.9 The PSRC found the pharmacy to be in breach of the terms of service for failure to provide assurance that the pharmacy have arrangements in place which comply with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009 (the 2009 regulations), for the handling and consideration of any complaints.
- 1.10 A subsequent Remedial Notice was issued to the pharmacy on 27 July 2025 giving the pharmacy 30 days in which to remedy the breach. To date the pharmacy has failed to provide the EMPCT with a complaints report and has not provided the team with a reason why.
- 1.11 This non compliance was referred back to the PSRC on 19 August 2025 as the pharmacy had failed to remedy the breach. The PSRC found the pharmacy to be in breach of the terms of service for failure to provide assurance that the pharmacy have arrangements in place which comply with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009 (the 2009 regulations), for the handling and consideration of any complaints.
- 1.12 The East Midlands Primary Care Team have therefore found Egginton Street Pharmacy Limited at 4 Egginton Street, Leicester, Leicestershire, LE5 5BA to be in breach under regulation 71 in respect of the breach of Paragraph 34, Schedule 4 of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 as amended (the 2013 regulations).
- 1.13 You have a right of appeal to the Secretary of State against the issuing of this breach notice. Should you choose to appeal then you should send a concise and reasoned statement of the grounds for your appeal within 30 days of the date of this notice to nhsr.appeals@nhs.net or:
- 1.14 Primary Care Appeals Case Manager
NHS Resolution
8th Floor 10 South Colonnade,
Canary Wharf,

London,
E14 4PU

- 1.15 Please note that should you fail to comply with the requirements of this breach notice the commissioner reserves the right to exercise our powers to take further action in relation to your inclusion in the pharmaceutical list in respect of the above named premises. This may include removal of the premises from the pharmaceutical list under regulation 73 of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013.”

2 The Appeal

In an email dated 23 September 2025 addressed to NHS Resolution, the Contractor appealed against Leicester, Leicestershire and Rutland ICB’s (“the Commissioner”) decision. The grounds of appeal are:

- 2.1 “I am writing on behalf of Egginton Street Pharmacy Limited (trading as Egginton Street Pharmacy, 4 Egginton Street, Leicester, LE5 5BA) to formally appeal the breach notice dated 17 September 2025, issued under Regulation 71 of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013.
- 2.2 Firstly, we wish to express our sincere apologies for the failure to submit our Annual Complaints Report for the period ending 31 March 2025, as required under Regulation 18 of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.
- 2.3 We fully acknowledge the importance of adhering to these regulatory requirements, and we regret the oversight that led to our non-compliance. There is no excuse for failing to respond to multiple communications from the East Midlands Primary Care Team, and we deeply regret the inconvenience this has caused.
- 2.4 Following receipt of the breach notice, we have urgently reviewed our internal processes and can confirm that:
 - 2.4.1 A full complaints report for the 2024–2025 period has now been completed and submitted to england.eastmidspharmacy@nhs.net.
 - 2.4.2 We have implemented additional internal controls to ensure all future NHS communications are promptly actioned and appropriately escalated.
 - 2.4.3 Staff training on compliance and complaints handling has been refreshed and reinforced to prevent any future breach.
- 2.5 We respectfully request that you consider this appeal and take into account our sincere regret, our immediate corrective actions, and our commitment to full compliance going forward. This breach resulted from an administrative failing, not from any intentional disregard of our responsibilities.

- 2.6 We remain committed to upholding the highest standards expected of an NHS community pharmacy and ensuring that such an issue does not recur.
- 2.7 Thank you for considering our appeal. Please do not hesitate to contact us should you require any further information or documentation.”

3 **Summary of Representations**

This is a summary of representations received on the appeal.

3.1 THE COMMISSIONER

- 3.1.1 “Thank you for your letter dated 23 September 2025. The East Midlands Primary Care Team, acting on behalf of Leicestershire and Rutland Integrated Care Board would like to make the following representations in response to the appeal submitted by Egginton Street Pharmacy Limited against the breach notice issued under Regulation 71 of the NHS Pharmaceutical and Local Pharmaceutical Services Regulations 2013, as amended.
- 3.1.2 Paragraph 34 of Schedule 4 to the 2013 Regulations requires pharmacy contractors to have arrangements in place which comply with the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009. Regulation 18 of the 2009 Regulations places a statutory duty on pharmacy contractors to prepare an Annual Complaints Report for each year ending 31 March and to submit it to their Integrated Care Board as soon as reasonably practicable after the end of that year.
- 3.1.3 On 28 March 2025, the East Midlands Primary Care Team issued correspondence by email to all pharmacy contractors in the region. This correspondence outlined the process for submission of the Annual Complaints Report for the period ending 31 March 2025 and provided both a reporting template and accompanying guidance. It also confirmed that where no complaints had been received during the period, a zero return should be made. Contractors were instructed to return the completed reports by 30 April 2025 to the generic NHS mailbox england.eastmidsparmacy@nhs.net.
- 3.1.4 Egginton Street Pharmacy Limited did not submit its Annual Complaints Report or a zero return by the required date. Reminder emails were subsequently issued on 1 May 2025 and 12 May 2025 to the pharmacy-specific NHSmail account. No response or report was received on either occasion, and the contractor did not provide any explanation for its continued non-compliance. Consequently, the matter was referred to the Pharmaceutical Services Regulations Committee on 17 June 2025, which determined that the pharmacy was in breach of its terms of service. A Remedial Notice was issued on 27 July 2025, allowing the pharmacy a further 30 days to remedy the breach. Despite this opportunity, no report or communication was received, and the matter

was referred back to the Committee on 19 August 2025, where the breach finding was confirmed.

- 3.1.5 In its appeal dated 23 September 2025, Egginton Street Pharmacy Limited acknowledged its failure to submit the report and attributed this to administrative oversight. The contractor further stated that the report has now been completed and submitted and that measures have been introduced to prevent recurrence. The East Midlands Primary Care Team notes that these actions were taken only after the issue of the breach notice and several months after the statutory deadline. The duty to prepare and submit the report is a continuing and fundamental term of service, and compliance with it is not dependent upon reminders or follow-up correspondence.
- 3.1.6 The assertion that the breach resulted solely from administrative oversight does not mitigate the extended period of inaction and lack of engagement. The East Midlands Primary Care Team made three separate attempts to obtain the required report before referring the matter to the Committee, and no acknowledgement or communication was received from the contractor in response to any of these attempts. The complete absence of contact demonstrates a failure of internal governance and communication systems, rather than a single administrative error.
- 3.1.7 Although the contractor has now submitted a report, this was done well after both the original deadline and the expiry of the remedial period. Late submission does not erase the underlying breach, which concerns the contractor's failure to demonstrate compliance within a reasonable and statutory timeframe. Furthermore, the contractor's statement that no complaints were received during the period does not remove the requirement to make a return; the obligation applies irrespective of complaint volume.
- 3.1.8 The East Midlands Primary Care Team therefore maintains that the breach under Paragraph 34, Schedule 4 of the 2013 Regulations remains valid and that the finding made by the Pharmaceutical Services Regulations Committee was correct and proportionate. The failure to comply with repeated communications, coupled with the lack of timely engagement, indicates deficiencies in the contractor's management and oversight arrangements. While the measures now described may assist future compliance, they were implemented only after enforcement action had begun and cannot retrospectively remedy the breach.
- 3.1.9 For these reasons, the East Midlands Primary Care Team respectfully requests that NHS Resolution dismiss the appeal submitted by Egginton Street Pharmacy Limited and uphold the determination that the contractor was in breach of its terms of service."

4 Observations

4.1 THE CONTRACTOR

- 4.1.1 “Thank you for the opportunity to provide further representations regarding the appeal submitted by Egginton Street Pharmacy Limited.
- 4.1.2 We fully acknowledge that the Annual Complaints Report for the year ending 31 March 2025 was not submitted by the required deadline. This was an administrative oversight that we deeply regret. We accept that compliance with reporting duties under Paragraph 34 of Schedule 4 to the 2013 Regulations is an important part of our contractual obligations.
- 4.1.3 Since the issue came to light, we have taken the following actions to ensure that this situation cannot recur:
 - 4.1.4 Submission of the Report
 - 4.1.4.1 The Annual Complaints Report has now been completed and submitted to the appropriate NHS mailbox.
 - 4.1.5 Governance Improvements
 - 4.1.5.1 A new internal compliance calendar has been established, with automatic reminders for all statutory submissions and reporting deadlines.
 - 4.1.6 Responsible Officer
 - 4.1.6.1 A designated member of staff ([redacted by NHS Resolution] [Dispenser]) has been appointed to oversee governance and communications with the Integrated Care Board.
 - 4.1.7 Training and Procedures
 - 4.1.7.1 The pharmacy team has received refresher training on NHS contractual obligations and documentation procedures.
 - 4.1.8 We would like to respectfully note that the failure was not due to any intent to disregard NHS requirements but arose during a period of staffing change and administrative transition. We have since reviewed and strengthened our systems to ensure full compliance moving forward.
 - 4.1.9 We understand and accept the importance of maintaining accurate and timely reporting. We therefore respectfully request that NHS Resolution take into account the remedial steps already implemented and the pharmacy’s previously unblemished compliance record when determining the appeal.
 - 4.1.10 Thank you for considering our further representations.”

5 Additional Observations

NHS Resolution exercised its flexibility as to the procedures adopted for determining this appeal and sought additional observations on paragraph 35(4) of Schedule 4.

5.1 THE CONTRACTOR

- 5.1.1 “Further to your letter dated 28 November 2025, we thank you for the opportunity to provide further comments in relation to this appeal.
- 5.1.2 In response to the Commissioner’s Breach Notice, we wish to reiterate that the pharmacy has arrangements in place for the handling and consideration of complaints which are intended to comply with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009, as required by Paragraph 34 of Schedule 4 of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013.
- 5.1.3 In respect of Schedule 4, Part 4, Paragraph 35(4), we note that this provision relates to the method by which NHS England may request and receive information to which it would be entitled during an inspection of the pharmacy premises. We confirm that we are, and have been, willing to provide any such information—whether held in paper or electronic form—to an authorised person, either in the context of an inspection or otherwise. Where requested by NHS England, and where it is reasonable to do so, we are content to provide such information by electronic means of the type specified, including converting records into an electronic format where appropriate.
- 5.1.4 In accordance with our duty of candour, we can confirm that at the time of the initial request the relevant information was available and, had an inspection taken place at that point, it would have been accessible to an authorised person and capable of being provided or converted into a suitable electronic format. The failure to supply this information at the time of the original request was the result of a genuine administrative oversight relating to the process of collating and sending the documentation, rather than an absence of appropriate arrangements or records.
- 5.1.5 We would also wish to provide context regarding the operation of the pharmacy. The pharmacy is a small, independent contractor without the support of a head office or additional administrative staff, and administrative responsibilities are managed alongside the delivery of day-to-day pharmaceutical services. Notwithstanding these constraints, we have consistently sought to maintain high professional and governance standards. This is reflected in the positive feedback and reviews received from our patients and in the recognition from the Integrated Care Board for the quality of services provided, including our strong performance and leadership in antimicrobial stewardship.
- 5.1.6 We remain committed to cooperating fully with NHS England and to complying with all applicable regulatory procedures and requirements.

We trust the above comments will assist the Panel in determining this appeal in a fair and effective manner. Should any further clarification or documentation be required, we would be pleased to assist."

6 Consideration

- 6.1 Under Regulation 71(1) "Breaches of terms of service: breach notices" of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 ("the Regulations"), a Breach Notice may be issued:

71. (1) Where an NHS chemist (C) breaches a term of service and the breach is not capable of remedy, NHS England may by a notice ("a breach notice") require C not to repeat the breach.

- 6.2 I note that in the Regulations an NHS Chemist means "*an NHS appliance contractor or an NHS pharmacist*". An NHS pharmacist is defined as "*a person included in a pharmaceutical list of the type referred to in regulation 10(2)(a)*";. Regulation 10(2)(a) states:

10(2) "Those lists (which are pharmaceutical lists) are

(a) a list of persons who undertake to provide pharmaceutical services in particular by way of the provision of drugs;"

- 6.3 The Regulations contain no definition as to what constitutes a breach of terms of service which is not capable of remedy.

- 6.4 I note that the pharmacy is included on the pharmaceutical list and that there is no dispute between the parties with regard to this.

- 6.5 I note that the Breach Notice was issued pursuant to Regulation 71(1) and is compliant with the requirements of a breach notice as it includes the nature of the breach and an explanation of the Appellant's right of appeal under Regulation 77(1)(c).

- 6.6 The Breach Notice states:

6.6.1 *"The PSRC found the pharmacy to be in breach of the terms of service for failure to provide assurance that the pharmacy have arrangements in place which comply with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009 (the 2009 regulations), for the handling and consideration of any complaints.*

6.6.2 *The East Midlands Primary Care Team have therefore found Egginton Street Pharmacy Limited Egginton Street Pharmacy Limited at 4 Egginton Street, Leicester, Leicestershire, LE5 5BA to be in breach under regulation 71 in respect of the breach of Paragraph 34, Schedule 4 of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 as amended (the 2013 regulations)."*

- 6.7 The Breach Notice details the process by which the Commissioner notified the Appellant of the requirements and deadline date for actions to be completed. I note that an initial email was sent out to all pharmacy contractors on 31 March 2025 which set out the requirements for the return of the Annual Complaints Report for 2024/2025 and the deadline date of 30 April 2025. I note that email reminders were sent on 1 May 2025 and 12 May 2025. I note that the Commissioner stated in its representations that *“No response or report was received on either occasion, and the contractor did not provide any explanation for its continued non-compliance.”*
- 6.8 I note that following the deadline for submission of the Annual Complaints Report, the Commissioner issued a remedial notice dated 27 July 2025, giving the pharmacy 30 days in which to remedy the breach.
- 6.9 The Appellant did not respond to the Remedial Notice and therefore the Commissioner proceeded to issue the Breach Notice on 17 September 2025.
- 6.10 I am of the view that the Appellant had the opportunity to enter into local dispute resolution with the Commissioner after the issuing of the Remedial Notice but did not do so. I note that there is no dispute raised by either party that the local dispute resolution process has not been exhausted. I am content that I can deal with this matter.
- 6.11 I note that “Complaints” is found in Schedule 4, Part 4, “Other Terms of Service” under Paragraph 34 and states:
- 6.11.1 **34.—***(1) An NHS pharmacist must have in place arrangements, which comply with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009, for the handling and consideration of any complaints.*
- 6.11.2 *(2) In this paragraph, “complaint” means a complaint about a matter connected with the provision of pharmaceutical services by the NHS pharmacist.*
- 6.12 However, paragraph 34 relates to the handling and consideration of complaints. In my view, the correct provisions relating to a failure to supply an Annual Complaints Report is paragraph 35(4) of Schedule 4 to the Regulations which states:
- 6.12.1 *P must, at the request of NHS England, send to NHS England by means of an electronic communication of the type specified in the request any information to which a person authorised in writing by NHS England would have access during an inspection of P’s pharmacy premises pursuant to subparagraph (1), if—*
- 6.12.2 *P has that information in a form which means it may be sent by that form of electronic communication; or it is reasonable for NHS England to request that P convert that information into a form which means that it may be sent by that form of electronic communication (and NHS England does so request).*

- 6.13 I note that the Appellant seeks to appeal against the issuing of the Breach Notice explaining that due to an administrative oversight, they did not provide the Annual Complaints Report. I note that the Appellant states in their appeal that they have subsequently completed and submitted the complaints report for 2024/2025 and have apologised for the oversight.
- 6.14 I note that there is no dispute that the Annual Complaints Report was not submitted either by the deadline of 30 April 2025, or by the subsequent deadline of 17 June 2025 as given in the Remedial Notice. I further note that the Appellant has not sought to dispute that the various communications as noted above were sent by the Commissioner, nor received, and I consider that sufficient notice of the requirements were provided.
- 6.15 Whilst I recognise that the Annual Complaints Report has now been submitted, I am of the view that the Appellant has a responsibility to comply with the requirement to submit the Annual Complaints Report when requested to do so by the Commissioner, as set out in the Regulations.
- 6.16 As a result of the comments I make above, I am of the view that:
- 6.16.1 the Appellant did not return the Annual Complaints Report by the required deadline; and
- 6.16.2 such action constitutes a breach of the Appellant's terms of service as set out in paragraph 35(4) of Schedule 4 to the Regulations.

7 Decision

- 7.1 I am of the view that under NHS Resolution's powers, as set out in paragraph 9(5) of Schedule 3 to the Regulations, I may either confirm the decision of the Commissioner or substitute for that decision any decision that the Commissioner could have taken when it took that decision.
- 7.2 Pursuant to paragraph 9(5)(a) of Schedule 3 to the Regulations, I substitute the decision of the Commissioner to issue the Breach Notice regarding a breach of paragraph 34 with a breach notice regarding a breach of paragraph 35(4).

**Head of Appeals
NHS Resolution**