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2 July 2026

REF: SHA/26968

APPEAL AGAINST HERTFORDSHIRE AND WEST ESSEX ICB DECISION REGARDING A BREACH NOTICE AT WATERBEACH PHARMACY (FAK53), 5 GREENSIDE, WATERBEACH, CAMBRIDGESHIRE, CB25 9HW, HADDENHAM PHARMACY (FDQ06), 1 STATION ROAD, HADDENHAM, CAMBRIDGESHIRE, CB6 3XD, PETERSFIELD PHARMACY (FAN68), 56 MILL ROAD, CAMBRIDGE, CAMBRIDGESHIRE, CB1 2AS AND ALCONBURY PHARMACY (FME67), 1 BELL LANE, ALCONBURY, CAMBRIDGESHIRE PE28 4DU

1 Outcome

1.1 Pursuant to paragraph 9(5)(a) of Schedule 3 to the Regulations I confirm the decision of the Commissioner to issue the Breach Notice.

A copy of this decision is being sent to:

Medicines 4 U Ltd
Hertfordshire and West Essex ICB

8th Floor
10 South Colonnade
Canary Wharf
London
E14 4PU

Tel: 020 3928 2000
Email: nhsr.appeals@nhs.net

REF: SHA/26968

APPEAL AGAINST HERTFORDSHIRE AND WEST ESSEX ICB DECISION REGARDING A BREACH NOTICE AT WATERBEACH PHARMACY (FAK53), 5 GREENSIDE, WATERBEACH, CAMBRIDGESHIRE, CB25 9HW, HADDENHAM PHARMACY (FDQ06), 1 STATION ROAD, HADDENHAM, CAMBRIDGESHIRE, CB6 3XD, PETERSFIELD PHARMACY (FAN68), 56 MILL ROAD, CAMBRIDGE, CAMBRIDGESHIRE, CB1 2AS AND ALCONBURY PHARMACY (FME67), 1 BELL LANE, ALCONBURY, CAMBRIDGESHIRE PE28 4DU

1 The Breach Notice

A Breach Notice dated 23 March 2026 was sent to Medicines 4 U Ltd ("the Appellant") in respect of Waterbeach Pharmacy (FAK53) 5 Greenside, Waterbeach, Cambridgeshire, CB25 9HW, Haddenham Pharmacy (FDQ06) 1 Station Road, Haddenham, Cambridgeshire, CB6 3XD, Petersfield Pharmacy (FAN68) 56 Mill Road, Cambridge, Cambridgeshire, CB1 2AS and Alconbury Pharmacy (FME67), 1 Bell Lane, Alconbury, Cambridgeshire, PE28 4DU.

1.1 "The six ICBs in the East of England have formed a Pharmaceutical Services Regulations Committee (PSRC) under section 65Z5 of the 2006 Act. By virtue of NHS England's Pharmacy Manual this Committee is responsible for making decisions required by the 2013 Regulations. For the avoidance of doubt, this includes use of the fitness powers set out in the 2006 Act and the 2013 Regulations. The PSRC is hosted by Hertfordshire and West Essex (HWE) ICB on behalf of the six ICBs.

1.2 I am writing to inform you that the PSRC met on 11th February 2026, where they were made aware of the failure of Medicines 4 U Ltd to give notice to NHS England, of any changes to the name or address of its superintendent within 30 days of appointment.

1.3 It is a requirement of Paragraph 32(3) and 32(4), Schedule 4 of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 (the 2013 Regulations) to inform NHS England, within 30 days of a change of a superintendent and directors.

1.4 The decision was made by the Committee that the attached Breach Notice be served."

Breach Notice dated 23 March 2026

1.5 “This is a breach notice issued under regulation 71 of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, as amended (the 2013 regulations).

1.6 Nature of the breach

1.7 Under paragraph 32(3), Schedule 4 of the 2013 regulations a body corporate that is included in one or more pharmaceutical lists is required to give notice to NHS England within 30 days (or if this is impracticable, as soon as practicable thereafter) of any changes to the:

1.7.1 names of its directors, and

1.7.2 name or address of its superintendent.

1.8 Under paragraph 32(4), Schedule 4 if a body corporate that is included in one or more pharmaceutical lists appoints a new superintendent or director it must, within 30 days of the person’s appointment, supply the required fitness information to NHS England on that person.

1.9 NHS England has determined that such notifications and the required fitness information are to be provided to Primary Care Support England (PCSE).

1.10 Since 1 April 2024, NHS England has delegated the commissioning of pharmaceutical services to Integrated Care Boards (ICBs). ICBs are therefore responsible for considering the notifications of changes of directors and/or superintendent and accompanying fitness information and determining whether bodies corporate remain fit and proper persons following such changes.

1.11 Following a Change of Ownership application submitted on behalf of Medicines 4 U Ltd, it was identified that the Superintendent Pharmacist had changed to [GS]. Enquiries with the General Pharmaceutical Council (GPhC) confirmed by email that the appointment took effect on 24th January 2022; however, Primary Care Support England (PCSE) confirmed that no notification of this change had been received. As a result, Local Dispute Resolution was initiated.

1.12 NHS Hertfordshire and West Essex Integrated Care Board contacted you on 15th January 2026 for an explanation as to why the notification and required fitness information were not sent to JT, Chief Executive RP, Chair PCSE. Emails were sent to [email address redacted] and [email address redacted]. The following shows the reply received:

1.13 21st January 2026

1.14 “I accept the error did happen. It is an oversight on my part. I would like to take the opportunity to assure you that Medicines 4 U Ltd was not trading unlawfully as a pharmacy as we had complied with obligations under medicines legislation in terms of GPHC regulations (although not the NHS regulations).

1.15 My husband and business partner Mr AS and I completed the forms, as he was the previous Superintendent at the time. He thought once he had

informed the GPHC they would automatically inform NHSE/PCSE hence he was under the impression he did not need to inform anyone else. This stands to reason with respect to the many months delay in between the form being submitted to PCSE. I was only prompted to complete the form by HWE ICB recently when it was pointed out to me, hence the submission of the form in Oct/Nov 2025. As stated it is an oversight and most definitely a learning curve. I apologise for the omission and oversight."

1.16 The Pharmaceutical Services Regulations Committee (PSRC) considered the above and is satisfied that you:

1.16.1 have failed to notify PCSE of the changes of superintendent within 30 days of your appointment, and

1.16.2 have failed to provide the required fitness information within 30 days of your appointment.

1.17 As the regulatory 30 days have passed, you cannot remedy this breach and therefore PSRC has decided that it is appropriate to issue this breach notice.

1.18 You are required not to repeat the breach again.

1.19 You have a right of appeal to the Secretary of State against the issuing of this breach notice.

1.20 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: Primary Care Appeals, NHS Resolution, 8th Floor, 10 South Colonnade, Canary Wharf, London. E14 4PU.

1.21 Please note that should you fail to comply with the requirements of this breach notice we reserve 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 relevant pharmaceutical list under regulation 73 of the 2013 regulations."

2 The Appeal

In a letter dated 1 April 2026 addressed to NHS Resolution, the Appellant appealed against Hertfordshire and West Essex ICB's ("the Commissioner") decision. The grounds of appeal are:

2.1 "Regarding:

2.2 Medicines 4 U Ltd, Elthorne Gate, 64 High Street, Pinner, England, HA5 5QA

2.3 I am writing to appeal a breach notice, Paragraph 32(3) & (4), Schedule 4, served by PSRC and hosted by Hertfordshire and West Essex (HWE) ICB on behalf of the six ICBs.

2.4 Please can I kindly request the statement below to be read with due consideration for the grounds of my appeal as follows:

2.5 Dear Sir/Madam,

2.6 I am in receipt of the Breach notice dated 23 March 2026 and would like to appeal against it.

2.7 Whilst I appreciate notifying GPHC and NHSE are legally mandated notification processes, regulations require the commissioner (NHSE/ICB) to make every reasonable effort to engage in a local dispute resolution before issuing a breach or remedial notice. The notice stated once notified of the error, “As a result, Local Dispute Resolution was initiated.” However, I did not receive a warning, or phone call, or email regarding the oversight and I am not sure what dispute resolution was attempted. I received an email asking for an explanation which was given but there appear to have been no attempt to resolve the matter without recourse to a breach notice.

2.8 As such I appeal on the basis that no proportionate, meaningful local dispute resolution was conducted. A proportionate dispute resolution process would have considered the following: -

2.8.1 No similar notification error had happened before.

2.8.2 This was not intentional. In contrast it was a genuine oversight.

2.8.3 The error did not lead to Medicines 4 U Ltd being without a superintendent pharmacist as GPhC were updated within required time frame, so the company was not trading unlawfully.

2.8.4 When I was notified of the oversight, I completed the necessary actions to notify NHSE without delay.

2.8.5 As much as I do comprehend the serious nature of the error, the change was from [Mr S] to [Mrs S]. We have always shared the business together and our limited companies are run in a parallel manner.

2.8.6 There was no risk to patients or patient harm caused.

2.9 In addition, the context was not taken into account that:

2.9.1 Firstly, we were in the process of preparing to sell Medicines R Us Ltd and were as such under a considerable amount of stress.

2.9.2 Secondly, the error happened on 24th January 2022: please note the date which indicates I would have been balancing a Covid clinic and flu clinic only 3 years after we all first learned about covid-19. On 26th November 2021, only two months before , I received a lovely thank you email from IP (Specialist Pharmacist Vacc Services CCG team) to thank me for setting up a walk in Covid-19 clinic in the Guildhall, Cambridge city centre which involved vaccinating over 3000 people in one weekend, and I was clinical lead. In January 2022 I have emails from Greg Lane (NHS Cambridgeshire and Peterborough CCG) discussing further venues as to where to set up more clinics, and indeed I set up in Cottenham Village hall where we vaccinated hundreds of people on weekends, as well as then running my clinic Monday to Friday in my village based community pharmacy. I'm sure you appreciate, in addition to all this I was still trying to manage my

two young school age children, elderly parents, home life, run the day to day pharmacy business under huge constraints of covid. These truly were exceptional times, which is where I cannot stress how much this was a genuine oversight, where no harm came to anyone. I am a diligent pharmacist and was working hard to support the community during Covid and beyond.

2.10 Summary

2.11 In summary, I apologise and accept the failure to notify. However, I think the severity of the action is disproportionate in that the breach notice will last for as long as I keep Medicines 4 U Ltd trading, which is not reasonable. The was no enquiry into the context of the error. I am a suitable superintendent pharmacist, have not been in trouble with the ICB before and GPhC were notified within the legal timeframe. The issue of a breach notice in the context suggest that no appropriate local dispute resolution was carried out and there was no regulatory justification for the ICB failing to carry this out.

2.12 In the circumstance, I should be grateful if you would allow my appeal and revoke the breach notice."

3 Summary of Representations

NHS Resolution sought comments on the local dispute resolution process prior to the circulation of the appeal. This is a summary of representations received concerning the completion of local dispute resolution:

3.1 The Commissioner

3.1.1 "Please note that from the 1 April 2023, community pharmacy contracting and commissioning has been delegated to Integrated Care Boards (ICBs). Central East (CE) ICB are hosting the function on behalf of the three East of England ICBs. The three ICBs have formed one Pharmaceutical Services Regulation Committee (PSRC) which is also hosted by CE ICB.

3.1.2 Thank you for your letter regarding the appeal submitted by Medicines 4 U Ltd (the Appellant) dated 1 April 2026. We note that your letter referred to a Remedial notice, however it was a breach notice that was served and our response bears this in mind.

3.1.3 We note the Appellant's assertion within the appeal documentation that "no proportionate, meaningful local dispute resolution was conducted" prior to the issuing of the breach notice. We wish to make the following representations.

3.1.4 Regulation 69 of the National Health Service (Pharmaceutical and Local Pharmaceutical Services)

3.1.5 Regulations 2013 (the Regulations) requires NHS England (now exercised by ICBs) to make every reasonable effort to communicate and co-operate with a contractor with a view to resolving disputes relating to compliance with Terms of Service prior to issuing a breach notice, unless the circumstances in Regulation 69(3) apply.

3.1.6 In this case, proportionate and meaningful local dispute resolution was undertaken in accordance with Regulation 69.

3.1.7 Following consideration of fitness information under delegated authority on behalf of the PSRC on 10 December 2025, it was agreed that Medicines 4 U Ltd remained a fit and proper person to be included on the Pharmaceutical List. However, as the ICB was not notified within 30 days of the appointment of the superintendent pharmacist, the ICB was required to commence local dispute resolution.

3.1.8 Accordingly, the ICB wrote to Medicines 4 U Ltd on 15 January 2026, formally initiating local dispute resolution under Regulation 69. This correspondence clearly outlined the regulatory concern, namely the failure under Paragraph 32(3) and (4), Part 4, Schedule 4 of the Regulations, to notify NHS England via Primary Care Support England (PCSE) of the change in superintendent pharmacist within thirty days of appointment. The Appellant was invited to provide an explanation, and a clear deadline of 26 January 2026 was given for a written response, which would be considered by the PSRC. NHS Resolution will note that the title of the email was “Local Dispute Resolution – Medicines 4 U Ltd” and the body of the email states the following:

3.1.8.1 ”*We are contacting you as part of the local dispute resolution process, in accordance with Regulation 69…..”*

3.1.9 (Email enclosed on Page 1, ICB Committee Report: Request to issue a breach notice)

3.1.10 The Appellant responded by email, acknowledging receipt of the local dispute resolution correspondence and providing an explanation for the regulatory non-compliance. In that response, the Appellant accepted that an error had occurred and confirmed that the failure to notify NHS England/PCSE within the required timeframe was an oversight. The Appellant further explained the circumstances surrounding the misunderstanding of notification requirements and apologised for the omission, confirming that this had been a learning experience.

3.1.11 This correspondence demonstrates that the Appellant was engaged through local dispute resolution, was given an opportunity to explain the non-compliance, and did, in fact, provide a written response which was considered by the PSRC. The local dispute resolution process therefore fulfilled its intended purpose:

3.1.11.1 enabling dialogue, consideration of explanation, and learning prior to the issuing of formal contractual action.

3.1.12 Having considered the explanation provided, the PSRC determined that, notwithstanding the acceptance of fault, a regulatory breach had occurred that could not be remedied, and that a breach notice was appropriate in order to secure future compliance with the Terms of Service.

3.1.13 In light of the above, the Commissioner does not agree with the Appellant's assertion that no proportionate or meaningful local dispute resolution was conducted. The requirements of Regulation 69 were met, and the Appellant was afforded a fair and reasonable opportunity to engage prior to the issuing of the breach notice.

3.1.14 Enclosed with this letter are the following documents:

3.1.14.1 Copy of the Appellant's response to local dispute resolution

3.1.14.2 Relevant PSRC papers and extract of meeting minutes

3.1.14.3 Copy of the breach notice issued to the Appellant

3.1.15 We note that NHS Resolution will take into account all the information provided, including the representations submitted by the Appellant as part of this appeal."

This is a summary of representations received on the substantive appeal.

3.2 The Commissioner

3.2.1 "Please note that from 01 April 2023, community pharmacy contracting and commissioning has been delegated to Integrated Care Boards (ICBs). Central East (CE) ICB are hosting the function on behalf of the three East of England ICBs. The three ICBs have formed one Pharmaceutical Services Regulation Committee (PSRC), also hosted by CE ICB.

3.2.2 Please find below further information we wish NHS Resolution to consider in relation to Medicines 4 U Ltd (the Appellant). Having reviewed the letter of appeal from Geeta Sharma, Superintendent Pharmacist, dated 1 April 2026, we remain of the view that the issuing of the breach notice was correct.

3.2.3 The Appellant's primary ground of appeal is that *"no proportionate, meaningful local dispute resolution was conducted"* prior to the issuing of the breach notice (Letter of appeal, page 1). The ICB has already addressed this point in our letter to NHS Resolution on 1 May 2026, demonstrating clearly that local dispute resolution took place (Appendix A).

3.2.4 The Appellant does not dispute that the commissioner was not notified of the change in superintendent pharmacist within 30 days, nor that the required fitness information was not supplied within the statutory timeframe. The Appellant explains that this was an oversight "*This was not intentional. In contrast it was a genuine oversight*" (Letter of appeal, page 1).

3.2.5 There appears to be no dispute that a breach of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, as amended (the Regulations) has taken place. Under paragraph 32(3), Schedule 4 of the Regulations, a body corporate that

is included in one or more pharmaceutical lists is required to give notice to NHS England/ICB within 30 days (or if this is impracticable, as soon as practicable thereafter) of any changes to the:

3.2.5.1 names of its directors, and

3.2.5.2 name or address of its superintendent.

3.2.6 Under paragraph 32(4), Schedule 4 if a body corporate that is included in one or more pharmaceutical lists appoints a new superintendent or director it must, within 30 days of the person's appointment, supply the required fitness information to NHS England/ICB on that person.

3.2.7 The Appellant accepts this, describing the failure as an oversight.

3.2.8 The Appellant cites several contextual factors for the breach, including:

3.2.8.1 the error being a genuine oversight;

3.2.8.2 no previous similar errors;

3.2.8.3 no patient harm;

3.2.8.4 the superintendent role being continuously filled and GPhC updated within required timeframe;

3.2.8.5 personal and professional pressures during the COVID-19 period.

3.2.9 While these points are acknowledged, they do not negate the statutory requirement to notify the ICB of superintendent changes and provide fitness information. The Regulations do not allow for exemptions based on workload or no known cases of patient harm.

3.2.10 The purpose of the notification requirement is to ensure that the ICB can be assured that the body corporate remains fit and proper. As a result of not being notified of a change in superintendent, the ICB has a body corporate on the pharmaceutical list who we cannot be assured are fit and proper.

3.2.11 The ICB remains of the opinion that there was a breach of Paragraph 32(3) and Paragraph 32(4), Schedule 4 of the Regulations. The ICB were correct in issuing the breach notice."

3.2.12 [Enclosures provided]

3.3 The Appellant [email dated 20 May 2026]

3.3.1 "I am writing to confirm receipt of my notification regarding the change of superintendent at Medicines 4 U Ltd. As one of the directors and the former superintendent pharmacist, I believe I contacted NHSE at the original time of the change, which occurred around [please insert approximate date or month/year] [sic]. Unfortunately, I have deleted

some emails and am unable to provide evidence of this communication.

3.3.2 I have been an independent pharmacy contractor for 21 years. During this period, I served as the superintendent pharmacist for Medicines 4 U Ltd for approximately 15 years. I am also the chair of Cambridgeshire and Peterborough LPC, the East of England regional representative on Community Pharmacy England, and the community pharmacy clinical lead for Ely PCN. My familiarity with regulatory processes gives me confidence that I followed the correct procedures at the time.

3.3.3 I would appreciate it if you could kindly check your records to confirm receipt of the required information and resolve this matter at your earliest convenience. I understand you may be busy, and I appreciate your attention to this compliance process. If you require any further information or clarification from me, please let me know, as I am committed to working with you to ensure all requirements are met.

3.3.4 Thank you again for your continued support and for taking the time to review and action this request."

3.4 The Appellant [letter dated 31 May 2026]

3.4.1 "I am writing on behalf of Medicines 4 U Ltd ("the Appellant") in response to your letter dated 8 May 2026. In accordance with the 30-day timeline provided, this correspondence constitutes our formal representations regarding the letter dated 1 May 2026 submitted by NHS Central East Integrated Care Board ("the Commissioner").

3.4.2 While the Appellant acknowledges that a historical failure to notify the Commissioner of the change in superintendent pharmacist within the strict 30-day regulatory timeframe occurred, we strongly contend that the issuance of an un-expiring contractual Breach Notice across multiple pharmacy premises is manifestly excessive, disproportionate, and punitive under the specific circumstances of this case.

3.4.3 We note from the Commissioner's representations that they have clarified an error in NHS Resolution's original documentation. While NHS Resolution's letter dated 16 April 2026 referred to a "Remedial Notice," the Commissioner confirms that a formal Breach Notice was instead issued. Because a Breach Notice carries immediate, permanent contractual weight and cannot be "remedied" or expunged from a contractor's record through corrective action, the standard of proportionality applied to its deployment must be significantly higher.

3.4.4 Our primary ground of appeal rests on the principle that contractual sanctions must be proportionate to the breach. The Breach Notice issued by the Commissioner contains no expiration date, sunset clause, or mechanism for review. It remains a permanent, un-expiring mark on the contract of Medicines 4 U Ltd.

3.4.5 We submit that an indefinite sanction for a single, historical administrative oversight is manifestly excessive for the following reasons:

3.4.5.1 A Single, Closed Historic Event: The failure to notify related to an appointment that took effect on 24 January 2022. The oversight has since been entirely corrected; the required forms and comprehensive fitness disclosures were submitted to Primary Care Support England (PCSE) in October/November 2025. The Delegated Fitness Decision (DFD) panel officially determined on 10 December 2025 that Medicines 4 U Ltd remains a fit and proper person to be included on the Pharmaceutical List. Therefore, the breach is completely historic, fully resolved, and poses zero ongoing regulatory risk.

3.4.5.2 Punitive Rather Than Corrective Effect: The sole statutory purpose of a Breach Notice under Regulation 71 is to "secure future compliance with the Terms of Service." It is not intended to serve as a retrospective retributive penalty. Because the compliance issue had already been identified, corrected, and approved by the DFD panel *prior* to the PSRC making its decision on 11 February 2026, an un-expiring Breach Notice serves no legitimate corrective function. It acts purely as a permanent penalty for a past administrative delay.

3.4.5.3 Compounded Multi-Premises Impact: As detailed in the Commissioner's enforcement documentation, this single administrative oversight regarding the company's central superintendent has resulted in a blanket sanction applied simultaneously across four separate operating premises:

3.4.5.3.1 FAK53 – Waterbeach Pharmacy, 5 Greenside, Waterbeach, Cambridgeshire, CB25 9HW

3.4.5.3.2 FDQ06 – Haddenham Pharmacy, 1 Station Road, Haddenham, Cambridgeshire, CB6 3XD

3.4.5.3.3 FAN68 – Petersfield Pharmacy, 56 Mill Road, Cambridge, Cambridgeshire, CB1 2AS

3.4.5.3.4 FME67 – Alconbury Pharmacy, 1 Bell Lane, Alconbury, Cambridgeshire, PE28 4DU

3.4.6 Applying an indefinite contractual sanction to an entire regional network of pharmacies for an administrative delay that has already been regularised is a textbook definition of an excessive and heavy-handed regulatory response.

3.4.7 The Commissioner's letter details the timeline of the Local Dispute Resolution process initiated on 15 January 2026. The Appellant's rapid response on 21 January 2026 demonstrates our transparency, good faith, and immediate cooperation:

3.4.7.1 Honest Administrative Oversight: As explained during LDR, the previous superintendent, Mr. [AS], had properly notified the General Pharmaceutical Council (GPhC) immediately upon the change in January 2022. He operated under the mistaken, but honest, impression that the GPhC automatically shared this information with NHS England/PCSE.

3.4.7.2 Continuous Lawful Operation: At all times between 2022 and 2026, Medicines 4 U Ltd operated completely lawfully under clinical and medicines legislation, maintaining flawless compliance with GPhC standard regulations. There was never an attempt to conceal the appointment or evade scrutiny.

3.4.8 Admitted Error and Learning: The Appellant immediately apologised for the administrative oversight, took full accountability, and treated the process as a significant institutional learning experience. Systems have since been updated to ensure all NHS regulatory timeframes are rigorously monitored.

3.4.9 The National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 grant commissioners the authority to issue notices, but public law dictates that this discretion must be exercised reasonably and proportionately. A permanent, un-expiring Breach Notice applied across four pharmacy contracts for a fully resolved, historic administrative delay is an abuse of regulatory proportionality.

3.4.10 The local dispute resolution process successfully achieved its stated goals: it enabled dialogue, provided a clear explanation, and established institutional learning. To follow a successful LDR process with an permanent, un-expiring contractual sanction is unnecessary and excessively severe.

3.4.11 We therefore respectfully request that Primary Care Appeals / NHS Resolution either:

3.4.12 Quash the Breach Notice entirely on the grounds that it is disproportionate and serves no ongoing regulatory or corrective purpose; or

3.4.13 Overturn the Commissioner's decision and direct that a formal Letter of Advice or a strictly time-limited notice be issued in its place, acknowledging that future compliance has already been secured."

4 Observations

No observations were received by NHS Resolution in response to the representations received on appeal.

5 Consideration

5.1 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."*

5.2 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"

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

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

5.5 Under Regulation 69(1), before issuing a breach notice, the Commissioner must:

"make every reasonable effort to communicate and co-operate with an NHS Chemist (C) with a view to resolving any dispute between [the chemist] and NHS England relating to [the chemist's] compliance with [the chemist's] terms of service."

5.6 The Regulations do not define what constitutes "reasonable effort to communicate and co-operate". I note that, on 15 January 2026, the Commissioner emailed the Appellant to formally initiate local dispute resolution under Regulation 69. The email raised the concern that the Appellant had failed to notify the Commissioner of the change of superintendent pharmacist within 30 days of the appointment. The Commissioner requested a response by 26 January 2026, and the Appellant provided an explanation on 21 January 2026 as to why the Commissioner had not been notified of the change. I note the Appellant submitted their "appeal on the basis that no proportionate, meaningful local dispute resolution was conducted." After seeking comments from the Commissioner on the matter of local dispute resolution, the Commissioner stated as follows:

5.6.1 "*as the ICB was not notified within 30 days of the appointment of the superintendent pharmacist, the ICB was required to commence local dispute resolution. Accordingly, the ICB wrote to Medicines 4 U Ltd on 15 January 2026, formally initiating local dispute resolution under Regulation 69. This correspondence clearly outlined the regulatory concern, namely the failure under Paragraph 32(3) and (4), Part 4, Schedule 4 of the Regulations, to notify NHS England via Primary Care Support England (PCSE) of the change in superintendent pharmacist within thirty days of appointment. The Appellant was invited to provide an explanation, and a clear deadline of 26 January 2026 was given for a written response, which would be considered by the PSRC. NHS Resolution will note that the title of the email was*

"Local Dispute Resolution – Medicines 4 U Ltd" and the body of the email states the following:

"We are contacting you as part of the local dispute resolution process, in accordance with Regulation 69….." (Email enclosed on Page 1, ICB Committee Report: Request to issue a breach notice)

The Appellant responded by email, acknowledging receipt of the local dispute resolution correspondence and providing an explanation for the regulatory non-compliance. In that response, the Appellant accepted that an error had occurred and confirmed that the failure to notify NHS England/PCSE within the required timeframe was an oversight. The Appellant further explained the circumstances surrounding the misunderstanding of notification requirements and apologised for the omission, confirming that this had been a learning experience. This correspondence demonstrates that the Appellant was engaged through local dispute resolution."

5.7 I am satisfied that the Commissioner made reasonable efforts to communicate and co-operate with the Appellant before issuing the Breach Notice. The Commissioner expressly initiated local dispute resolution under Regulation 69, identified the specific regulatory concern, invited the Appellant to provide an explanation, and allowed time for a written response. The Appellant responded and its explanation was considered before the Breach Notice was issued. In my view this demonstrates that the parties engaged in a meaningful local dispute resolution process, and I therefore find no failure to comply with Regulation 69.

5.8 I note that the Breach Notice was issued pursuant to Regulation 71(1) and complies with the requirements for a Breach Notice, as it sets out the nature of the breach and explains the Appellant's right of appeal under Regulation 77(1)(c).

5.9 I note the Breach Notice states that:

5.9.1 "*Under paragraph 32(3), Schedule 4 of the 2013 regulations a body corporate that is included in one or more pharmaceutical lists is required to give notice to NHS England within 30 days (or if this is impracticable, as soon as practicable thereafter) of any changes to the:*

names of its directors, and

name or address of its superintendent.

Under paragraph 32(4), Schedule 4 if a body corporate that is included in one or more pharmaceutical lists appoints a new superintendent or director it must, within 30 days of the person's appointment, supply the required fitness information to NHS England on that person.

…

Following a Change of Ownership application submitted on behalf of Medicines 4 U Ltd, it was identified that the Superintendent Pharmacist had changed to Geeta Sharma. Enquiries with the General Pharmaceutical Council (GPhC) confirmed by email that the appointment took effect on 24th January 2022; however, Primary Care Support England (PCSE) confirmed that no notification of this change had been received. As a result, Local Dispute Resolution was initiated."

5.10 I note that Schedule 4, Part 4, paragraph 32(3) and 32(4) state:

"(3) If P is a body corporate, it must give notice to [NHS England] within 30 days (or if this is impracticable, as soon as practicable thereafter) of any changes to—

(a)the names of its directors; and

(b)the name or address of its superintendent.

*(4) If P is a body corporate and appoints a superintendent or director who was not listed on P's application for inclusion on a pharmaceutical list, P must, within 30 days of the person's appointment, supply to **[**NHS England**]** the information mentioned in paragraph 3 and 4 of Schedule 2 about that person.*

5.11 The Commissioner states that on 15 January 2026, Medicines 4 U Ltd was emailed to request an explanation of why the superintendent pharmacist had been changed on 24 January 2022 without notifying the Commissioner of the change.

5.12 I note that the Appellant does not dispute that it failed to notify the Commissioner of the change of superintendent pharmacist within 30 days. In an email dated 21 January 2026, the Appellant stated: "*I accept the error did happen. It is an oversight on my part. I would like to take the opportunity to assure you that Medicines 4 U Ltd was not trading unlawfully as a pharmacy as we had complied with obligations under medicines legislation in terms of GPHC regulations (although not the NHS regulations)*."

5.13 In its appeal the Appellant states that:

5.13.1 "*I appeal on the basis that no proportionate, meaningful local dispute resolution was conducted. A proportionate dispute resolution process would have considered the following: -*

No similar notification error had happened before.

This was not intentional. In contrast it was a genuine oversight.

The error did not lead to Medicines 4 U Ltd being without a superintendent pharmacist as GPhC were updated within required time frame, so the company was not trading unlawfully.

When I was notified of the oversight, I completed the necessary actions to notify NHSE without delay.

As much as I do comprehend the serious nature of the error, the change was from [Mr S] to [Mrs S]. We have always shared the business together and our limited companies are run in a parallel manner.

There was no risk to patients or patient harm caused.

…

we were in the process of preparing to sell Medicines R Us Ltd and were as such under a considerable amount of stress.

I would have been balancing a Covid clinic and flu clinic … as well as then running my clinic Monday to Friday in my village based community pharmacy. I'm sure you appreciate, in addition to all this I was still trying to manage my two young school age children, elderly parents, home life, run the day to day pharmacy business under huge constraints of covid. These truly were exceptional times, which is where I cannot stress how much this was a genuine oversight, where no harm came to anyone. I am a diligent pharmacist and was working hard to support the community during Covid and beyond."

5.14 In response, the Commissioner states: "*While these points are acknowledged, they do not negate the statutory requirement to notify the ICB of superintendent changes and provide fitness information. The Regulations do not allow for exemptions based on workload or no known cases of patient harm. The purpose of the notification requirement is to ensure that the ICB can be assured that the body corporate remains fit and proper. As a result of not being notified of a change in superintendent, the ICB has a body corporate on the pharmaceutical list who we cannot be assured are fit and proper. The ICB remains of the opinion that there was a breach of Paragraph 32(3) and Paragraph 32(4), Schedule 4 of the Regulations. The ICB were correct in issuing the breach notice*." I note that the Appellant has not disputed the Commissioner's comments, nor has it provided evidence that it notified the Commissioner of the change of superintendent pharmacist. Instead, the Appellant argues that for an *"honest administrative oversight"* the Breach Notice is disproportionate and requests that it is quashed.

5.15 As noted above, paragraph 32(3) provides that, where there is any change to the name or address of the superintendent pharmacist, the Commissioner must be notified within 30 days, or as soon as practicable thereafter. Further paragraph 32(4) requires the body corporate to supply the required fitness information to the Commissioner on a superintendent pharmacist who was not listed on the original application for inclusion on the pharmaceutical list, within 30 days. It is therefore clear that the Appellant was responsible for notifying the Commissioner of any change to the superintendent pharmacist within the specified timescale. Whilst I note the pressures that the Appellant was under at the time, I also note that the Regulations do not provide discretion based on workload, the absence of patient harm, or whether the failure to notify was unintentional.

5.16 I am of the view that the Appellant's failure to notify the Commissioner of the change of superintendent pharmacist constitutes a breach of the Appellant's terms of service as set out in paragraphs 32(3) and 32(4) of Schedule 4 to the

Regulations. In the circumstances, I am satisfied that it was proportionate to issue a breach notice.

5.17 I note the Appellant's comments that "*the sole statutory purpose of a Breach Notice under Regulation 71 is to "secure future compliance with the Terms of Service". It is not intended to serve as a retrospective retributive penalty.*" However, I do not agree with the Appellant's interpretation. The issuing of a breach notice does not secure compliance with terms of service, as the contractor may simply choose to ignore it. It is the specific actions of the contractor which secures compliance with terms of service. Furthermore, a breach notice serves as a mechanism for the Commissioner to capture non-compliance which may be relied upon in the event of future incidents of non-compliance and which may lead to further sanctions.

5.18 I have considered whether a breach of paragraphs 32(3) and 32(4) is capable of remedy. If the requirement were simply to notify the Commissioner, the breach may be capable of remedy by providing that notification. However, both paragraph 32(3) and 32(4) require the notification to be provided within a specific timescale, namely within 30 days or as soon as practicable thereafter. As that timescale has now passed, while the notification can still be provided, it is not possible to remedy the failure to provide the notification within the required timescale, as the change occurred in January 2022.

5.19 As a result of the comments I make above, I am of the view that:

5.19.1 the Appellant did not notify the Commissioner of the change of superintendent pharmacist in January 2022 within 30 days or as soon as practicable thereafter;

5.19.2 nor did the Appellant provide the required fitness information to the Commissioner;

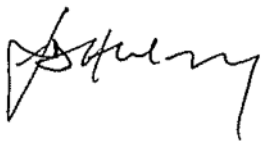
5.19.3 this constitutes a breach of the Appellant's terms of service as set out in paragraphs 32(3) and 32(4) of Schedule 4 to the Regulations; and

5.19.4 the Commissioner was entitled to issue the Breach Notice.

6 Decision

6.1 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.

6.2 Pursuant to paragraph 9(5)(a) of Schedule 3 to the Regulations I confirm the decision of the Commissioner to issue the Breach Notice.



Jonathan Haley
Head of Appeals
NHS Resolution