NHS Resolution

12 August 2026

FILE REF: SHA/26975

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DECISION MAKING BODY: **NORTH EAST AND NORTH CUMBRIA INTEGRATED CARE BOARD ("THE COMMISSIONER")**

GMS CONTRACTOR: **[redacted]**

DISPUTE RESOLUTION – NATIONAL HEALTH SERVICE (GENERAL MEDICAL SERVICES CONTRACT) REGULATIONS 2015

RE: TERMINATION OF CONTRACT

1. Outcome

1.1 I determine that the Termination Notice dated 17 March 2026 was valid on the grounds of clause 26.10.3(t)(iii) of the General Medical Services Contract.

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GMS CONTRACTOR: **[redacted]**

DISPUTE RESOLUTION – NATIONAL HEALTH SERVICE (GENERAL MEDICAL SERVICES CONTRACT) REGULATIONS 2015

RE: TERMINATION OF CONTRACT

1. INTRODUCTION

1.1 The above Contractor referred the dispute in relation to its General Medical Services Contract for dispute resolution under the provisions of Regulation 83 of the National Health Service (General Medical Services Contracts) Regulations 2015 (the "Regulations").

1.2 The Secretary of State for Health and Social Care has directed that NHS Resolution exercise the functions of dispute resolution on their behalf. I, as an authorised officer of NHS Resolution, have made this determination.

2. APPLICATION FOR DISPUTE RESOLUTION

2.1 By email dated 14 April 2026 the Contractor applied to NHS Resolution, for dispute resolution.

2.2 I have had regard to the following documents made available to me in consideration of this matter to ensure the just, expeditious, economical and final determination of this dispute:

2.2.1 Email dated 14 April 2026 from the Contractor;

2.2.2 Emails dated 15 April 2026 from the Contractor;

2.2.3 Emails dated 16 April 2026 from the Contractor;

2.2.4 Email dated 19 April 2026 from the Contractor;

2.2.5 Emails with representations dated 12 May 2026 from the Contractor;

2.2.6 Email with representations dated 12 May 2026 from the Commissioner;

2.2.7 Emails with representations dated 13 May 2026 from the Contractor;

2.2.8 Email with representations dated 18 May 2026 from the Contractor;

2.2.9 Email with observations dated 9 June 2026 from the Contractor; and

2.2.10 Email with observations dated 10 June 2026 from the Commissioner.

3. PARTIES SUBMISSIONS

The Contractor's application

3.1 "**Under the NHS (General Medical Services Contracts) Regulations**

Applicants: [redacted]

Partners at [redacted] surgery, [redacted]

Date: 14th of April 2026

1. Nature of the Dispute

This application is submitted under the NHS dispute resolution procedure in relation to the ICB's decision to:

- Terminate the GMS contract held by the partnership at [redacted] surgery
- Convert the contract to a short-term GMS arrangement
- Award the short-term GMS contract to the partner who initiated the dissolution
- Exclude the two remaining partners from all communication and decision-making

The applicants contend that the ICB's actions are inconsistent with the NHS (General Medical Services Contracts) Regulations and the established legal position regarding partnership changes.

2. Background

1. The practice operated as a **partnership at will** consisting of three partners.

2. One partner issued a notice of dissolution.

3. The two remaining partners **immediately notified the ICB** of their intention and ability to continue delivering services and to continue as the successor partnership.

4. The ICB **did not respond** to either of the written requests.

5. The ICB subsequently **terminated the GMS contract** with effect from 14 April.

6. The ICB then **converted the contract to a short-term GMS arrangement** and appointed the partner who initiated the dissolution as the caretaker provider.

7. The two remaining partners were **not contacted, consulted, or involved** in any part of the decision-making process.

8. The LMC informed the applicants of the ICB's decision, as the ICB did not communicate directly with them.

9. After being informed by the LMC, the partners wrote to the ICB. It was only after this that the law firm representing the ICB wrote to us, informing of the ICB decision to award the short-term contract to the dissolving partner.

3. Grounds for the Dispute

3.1 Misapplication of the law on partnership dissolution

Under the 2024 High Court ruling, a GMS contract is held by:

"The partnership as it is from time to time constituted."

Dissolution alone does **not** terminate a GMS contract where eligible partners remain.

3.2 Failure to recognise the two remaining partners as the lawful successor contractor

Two eligible partners were willing and able to continue the contract. There was **no legal basis** to terminate the GMS contract.

3.3 Procedural unfairness and lack of communication

The ICB did not respond to the applicants' written requests and did not involve them in any communication or decision-making, despite their status as joint contract holders.

3.4 Unlawful award of a short-term GMS contract

The ICB awarded the GMS contract to one partner **without a procurement process** and without considering the applicants.

3.5 Failure to consider relevant information

The ICB did not consider the ongoing concerns regarding the conduct of the partner who initiated the dissolution process, which are currently under review by the Responsible Officer. We have sent multiple pieces of evidence to the ICB, only to be ignored.

4. Remedy Sought

The applicants request that NHS Resolution:

1. **Declare the termination of the GMS contract invalid**
2. **Declare the award of the short-term GMS contract improper**
3. **Confirm that the two remaining partners constitute the lawful successor contractor**
4. **Direct the ICB to reinstate the GMS contract** with the applicants
5. **Require the ICB to disclose** its decision-making process and any legal advice relied upon
6. **Adequately compensate us for the stress caused by the ICB's failure to act in a just way, for loss of our earnings till to date and the possibility of losing our livelihood, if we were to be forced out of the partnership by the actions of the ICB**

5. Supporting Documents

The applicants can provide:

Copies of correspondence sent to the ICB

Evidence of non-response

Evidence of complaints to responsible officer

Any relevant partnership documentation

Timeline of events

6. Declaration

We confirm that the information provided is accurate and that we seek resolution under the NHS dispute resolution procedure."

Representations

The Commissioner's representations

3.2 "1. **Introduction**

1.1 We refer to your letter dated 21 April 2026 notifying us that you have received an application for dispute resolution from [redacted] 14 April 2026 ("the Application").

1.2 The Application is said to be submitted in relation to:

"the ICB's decision to:

- *Terminate the GMS contract held by the partnership at* [redacted] *surgery*
- *Convert the contract to a short-term GMS arrangement*
- *Award the short-term GMS contract to the partner who initiated the dissolution*
- *Exclude the two remaining partners from all communication and decision-making*
- *The applicants contend that the ICB's actions are inconsistent with the NHS (General Medical Services Contracts) Regulations and the established legal position regarding partnership changes".*

1.3 This letter comprises the ICB's representations in response to the Application.

2. <u>Enclosures</u>

2.1. We enclose an indexed and paginated bundle of documents referred to in this letter. References to pages numbers in this letter are references to pages of that bundle.

2.1.1. Email from the ICB to the partners dated 23 January 2026, enclosing NHSE note 'Managing circumstances where a partnership dissolves with no clear successor'

2.1.2. Notice of dissolution dated 6 February 2026

2.1.3. [redacted]'s email and letter to the ICB dated 6 February 2026

2.1.4. Email from [redacted], on behalf of both [redacted], dated 10 February 2026

2.1.5. Letter from the ICB to the partners dated 19 February 2026

2.1.6. Email from [redacted] to the ICB dated 20 February 2026

2.1.7. Email from ICB to the partners dated 23 February 2026

2.1.8. Email from [redacted] to the ICB dated 24 February 2026

2.1.9. Letter from Hempsons to the ICB dated 26 February 2026

2.1.10. Letter from Ward Hadaway to [redacted] dated 5 March 2026

2.1.11. Email from [redacted] to Ward Hadaway dated 6 March 2026

2.1.12. Email from Ward Hadaway to [redacted] dated 11 March 2026

2.1.13. Notice of Termination dated 17 March 2026

2.1.14. Notice of Termination signed by [redacted] Surgery dated 17 March 2026

2.1.15. Email from [redacted] to the ICB dated 25 March 2026, enclosing letter from Hempsons dated 16 March 2026

2.1.16. Email from [redacted] to the ICB dated 30 March 2026

2.1.17. Email from [redacted] to the ICB dated 31 March 2026

2.1.18. Letter from Ward Hadaway to [redacted] dated 2 April 2026

2.1.19. GMS Contract documents

2.1.19.1. GMS Contract 2015/2016 dated 1 April 2015

2.1.19.2. Variation Notice dated 24 July 2023 – [redacted] joining partnership

2.1.19.3. Variation Notice dated 1 October 2024 – [redacted] joining partnership

2.1.19.1. Variation Notice dated 8 October 2024 – [redacted] leaving partnership

2.1.19.2. Variation Notice dated 10 September 2025 – contract update

2.2. The ICB has submitted copies of the GMS contractual documentation relevant to this practice, by email to Dr [redacted] dated 16 April 2026, being those enclosed at **pages 58 - 245**. The ICB otherwise confirms that the contract reflects the regulations in force at the relevant times.

3. **Key Chronology**

3.1. The background as described in the Application is not wholly agreed.

3.2. The practice at the [redacted] Surgery has (most recently) been carried on by a partnership between [redacted], [redacted] and [redacted] ("the

Partnership"), which Partnership operated (the ICB understands) as a partnership at will. Those partners were parties to a GMS Contract with the ICB, which contract commenced on 1 April 2015 ("the GMS Contract").

3.3. The ICB became aware of a dispute between the partners of the Partnership in or around September 2025, and communicated with all of the partners in the months which followed with a view to ensuring that patient care was not adversely impacted and to encourage a resolution to secure the continuity of the practice operating under the Partnership.

3.4. However, the ICB is unable to involve itself in matters of dispute as between the partners and therefore was not, at any stage, able to intervene in matters which constitute issues and complaints between the partners themselves.

3.5. The ICB wrote to the partners on 23 January 2026, upon the understanding that a meeting was to take place between the partners to discuss dissolution of the Partnership. The letter was sent to make clear the relevant contractual provisions and guidance which would apply in the event that the Partnership was dissolved. We refer to that letter at **page 3** of the enclosures which set out the relevant parts of the GMS Contract, and enclosed a copy of the guidance set out at PGM Annex 41 'Managing circumstances where a partnership is dissolved with no clear successor" [**page 10**].

3.6. On 6 February 2026, the ICB was informed that [redacted] had given notice to [redacted] to dissolve the Partnership, such dissolution being said to take effect on 9 March 2026 [**page 11**].

3.7. As the Partnership is a partnership at will, it operates pursuant to the Partnership Act 1890. Section 32(c) of the Partnership Act 1890 provides that subject to any agreement between the partners, a partnership is dissolved, if entered into for an undefined time, by any partner giving notice to the other or others of his intention to dissolve the partnership. It further clarifies that the partnership is dissolved as from the date mentioned in the notice as the date of dissolution, or, if no date is so mentioned, as from the date of the communication of the notice. The ICB therefore considered that notice of dissolution had been given by [redacted], which would take effect on 9 March 2026.

3.8. The ICB wrote to the partners on 19 February 2026 reiterating its position in light of the notice of dissolution [**page 17**]. That letter made clear that "*if the partnership is dissolved, clause 26.3.1 of the GMS Contract stipulates that the contract* ***can only continue*** *if certain conditions are met; these conditions are set out in clause 26.3.2 and, in summary, the pertinent condition that applies is that the contractor must give notice of intention to change status or composition and that the notice of change is to be* ***'signed by each partner in the partnership'".***

3.9. Both [redacted] (with a third party Doctor) and [redacted] nominated themselves as successors for the practice following dissolution of the Partnership. We refer to:

3.9.1. [redacted]'s email to the ICB dated 6 February 2026 [**page 12**] and a letter from Hempsons dated 26 February 2026 [**page 25**]; and

3.9.2. Emails from [redacted], on behalf of both [redacted], dated 10 February 2026 [**page 14**], 20 February 2026 [**page 19**] and 24 February 2026 [**page 22**].

3.10. The ICB therefore received two competing nominations from the partners of the practice, each nominating themselves as successors with an intention to change the composition of the Partnership. However, neither nomination was supported by, nor signed by, each partner in the Partnership.

3.11. The ICB's solicitors, Ward Hadaway LLP, wrote to [redacted] on 5 March 2026 to explain these points, see [**page 30**]. The relevant parts of clause 26.3.1 the GMS Contract are set out in that letter.

3.12. That letter also confirmed at paragraphs 3.6 – 3.8 the following key information:

3.12.1. Para 3.6 *"The ICB therefore invites all partners to expressly confirm before 9 March 2026 whether all partners are prepared to agree a notice of change in accordance with clause 26.3.2, nominating one or more of the current partners to continue the Partnership, and therefore enabling the continuation of the current GMS Contract".*

3.12.2. Para 3.7 *"The ICB confirms that if all partners are prepared to sign a notice of change nominating an agreed successor, and that signed notice is submitted to the ICB before 9 March 2026, the ICB are prepared to accept that notice as taking effect from 9 March 2026 (despite the prescribed 28 day notice period set out in clause 26.3.2)".*

3.12.3. Para 3.8 *"If an agreed notice of change is not provided by 9 March 2026, the Partnership will dissolve and the ICB will give notice to terminate the GMS Contract".*

3.13. The ICB's position, relying upon the terms of the GMS Contract was made clear.

3.14. No notice was given by any partner nominating a continuing partner in accordance with clause 26.3.1 and 26.3.2 prior to the Partnership being dissolved on 9 March 2026.

3.15. Clause 26.10.3(t)(iii) of the GMS Contract provides that the ICB may give notice in writing terminating the GMS Contract where the Contractor is a partnership, and *"the partnership has dissolved… and none of the former members of the partnership has been named in a notice given under clause 26.3.2 to continue the contract in accordance with clause 26.3.1".*

3.16. In circumstances where the ICB was not able to continue the GMS Contract with any of the partners and the Partnership had dissolved, notice of termination of the GMS Contract was duly served upon the Partnership on 17 March 2026 in reliance upon clause 26.10.3(t)(iii) ("Notice of Termination")

[**page 38**]. This was the ICB's only practicable option. [redacted] signed the Notice of Termination on behalf of the [redacted] Surgery upon receipt on 17 March 2026 [**page 41**].

3.17. In accordance with clause 26.18.1 of the GMS Contract, the Notice of Termination provided for termination of the GMS Contract upon the expiry of not less than 28 days' notice. That notice expired at 23:59 on 14 April 2026.

3.18. Notice of Termination having been given, the ICB considered its options in relation to the continuation of the services provided to date by the Partnership and determined to award a short term (12 month) contract to [redacted] commencing from the point that the GMS Contract ended.

3.19. The decision to award this contract to [redacted] was made pursuant to and in compliance with the urgent award provisions in Regulation 14 of the NHS Provider Selection Regime. Due consideration was given to the conditions described in Regulation 14 and it was decided that there was a clear need to award a contract urgently as a result of the dissolution of the Partnership.

3.20. The ICB was not advised that [redacted] had sent a written referral to NHSR prior to the expiry of the Notice of Termination. [redacted] emailed the ICB on 15 April 2026 asking for a copy of their contract because they said they had "written to the NHS resolutions primary care appeals". The ICB received an email from NHSR dated 16 April 2026, which advised that a dispute had been received regarding the decision to terminate the GMS Contract. By that stage, the GMS Contract had terminated on 14 April 2026 and the new short term contract with [redacted] had become effective on 15 April 2026. A copy of [redacted] Application was not received until 21 April 2026.

4. **The ICB's response to the disputes raised in the Application**

Termination of the GMS Contract

4.1. Once the Partnership dissolved, and the partners having failed to agree a nominated continuing partner in advance of dissolution, the ICB had no option but to terminate the GMS Contract.

4.2. It did so in accordance with all relevant contractual provisions as detailed above.

4.3. [redacted] state at paragraph 3.1 of the Application that the GMS Contract is to continue with the Partnership as it is from time to time constituted. That is correct to the extent that there is agreement between the partners as to any change in constitution of the Partnership. However where the Partnership is dissolved, clause 26.3 of the GMS Contract is clear in providing that the contract can only continue with a partnership if a notice signed by all partners nominating a continuing partner is provided to the ICB. Such a notice was never agreed or provided and the Partnership dissolved on 9 March 2026.

Convert the contract to a short-term GMS arrangement

4.4. The GMS Contract with the Partnership was terminated. A new contract was entered into with [redacted] to commence on 15 April 2026. This was not a conversion of the GMS Contract, but a new contractual arrangement to enable the continuation of services previously provided by the Partnership.

4.5. It is important to recognise that the termination decision and the decision to award a subsequent contract to [redacted] are separate and distinct decisions.

Award the short-term GMS contract to the partner who initiated the dissolution

4.6. The ICB cannot influence or control a partner's ability to serve notice of dissolution within a partnership at will. As far as the ICB was aware, notice was properly given in accordance with s32(c) of the Partnership Act 1890 and the Partnership dissolved on 9 March 2026. Equally the ICB cannot involve itself in disputes between partners within the Partnership.

4.7. The ICB awarded the short term contract to the person whom it considered most appropriate, having taken into account the provisions of Regulation 14 of the NHS Provider Selection Regime and the general procurement principles set out in Regulation 4.

4.8. As part of making the decision to award to [redacted], the ICB considered [redacted]'s concerns and complaints about [redacted], in accordance with paragraph 8.5.51 of the PGM. The PGM provides that any accusations of inappropriate behaviour or concerns should be considered by the ICB, however this should not be used as a means to endeavour to resolve a dispute and the ICB is to maintain a detached position in respect of any disputes between partners.

4.9. The award of a short term urgent contract was a decision for the ICB to make alone. It took into account submissions made by [redacted], but it would not have been appropriate for them to be consulted or involved in the decision making. The award was made in line with Regulation 14 of the NHS PSR.

4.10. The ICB notes that [redacted] refer to an email from the ICB to the partners dated 23 February 2026 [**page 21**], which indicated that it would be the ICB's intention to award any new contract to an independent third party. At that stage the ICB believed that it was unable to award a new contract to a former partner of the Partnership. This was a misunderstanding which was corrected upon receiving legal advice, and the ICB thereafter considered awarding the short term contract to any interested parties, which included [redacted] and [redacted], both of whom had confirmed their interest in an award.

4.11. Importantly, and in any event, a decision to award a contract under the PSR cannot be disputed via a referral to NHSR. NHSR does not have jurisdiction to consider a dispute linked to the award of the short term contract to [redacted]. The appropriate recourse for an aggrieved healthcare provider is to refer the matter to the Independent Patient Choice and Procurement Panel, explaining why the complainant believes the ICB failed to apply the PSR,

together with supporting evidence. [redacted] did not refer the matter to that panel, and the timeframe for doing so has expired.

Exclude the two remaining partners from all communication and decision-making

4.12. The ICB has communicated with [redacted] throughout this process, both prior to notice of dissolution being given and subsequently. At every stage the ICB has aimed to make the contractual position in relation to termination of the GMS Contract clear.

4.13. Following Ward Hadaway's letter of 5 March 2026, [redacted] responded [**page 33**] and Ward Hadaway replied clarifying the ICB's position on 11 March [**page 35**].

4.14. [redacted] emailed with ICB with various questions on 25 March [**page 42**], 30 March [**page 49]** and 31 March 2026 [**page 53**]. Their email dated 30 March 2026 asked the ICB to review its decision to terminate the GMS Contract and subsequently award a contract to [redacted], to suspend its termination decision, to provide an explanation of why termination was appropriate, to disclose its decision making process and legal advice, to confirm whether your concerns regarding [redacted] were taken into account in that decision making process, and to reinstate the GMS Contract with yourselves. The ICB's solicitors responded to [redacted] on 2 April 2026 explaining the ICB's position in respect of these points in full [**page 54**], with a view to resolving any concerns and queries locally.

4.15. The ICB refers to the correspondence enclosed which highlights the extensive communication with [redacted].

The applicants contend that the ICB's actions are inconsistent with the NHS (General Medical Services Contracts) Regulations and the established legal position regarding partnership changes

4.16. As explained in this letter, the ICB has at all stages complied with all relevant regulations and guidance.

Concluding submissions

4.17. For the reasons explained the ICB stands by its decision to terminate the GMS Contract. The decision is valid and followed the relevant guidance and contractual provisions.

4.18. Whilst noting that it is not a matter which falls within the scope of the NHSR dispute resolution process, the ICB also stands by its decision to award a short term contract to [redacted] following the termination of the GMS Contract, the ICB having done so in accordance with the PSR and related guidance.

4.19. The ICB is not required to disclose any legal advice it has received or relied upon, such advice being privileged.

4.20. [redacted] are not entitled to any compensation from the ICB as suggested or at all.

4.21. Should NHSR require any further information or clarification, the ICB will be happy to answer any questions."

The Contractor's representations

3.3 "Please find below [redacted]'s email offering us 'financial assitance' [sic] to move away from the surgery. I highlighted and underlined the relevant sentence. His lawyers then wrote to us stating that his client did not and would not offer any such. Please see the document attached.

We have sent this evidence to the ICB via an email on the 31st of March (I have already forwarded this to you) and highlighted our concerns of unlawful actions by [redacted].

The ICB however chose to ignore such serious concerns of deliberate misrepresentation of facts by [redacted] in the grievance investigation and also the offer of monies to his partners. The ICB and its lawyers quote the guidance not to interfere with partnership disputes for them not acting on our concerns.

However the issues and evidence shows gross breach of basic requirements of a doctor and a partner holding a contract with the ICB.

Any organisation that becomes aware of wrongdoing by one of its contractors should be concerned and either investigate or escalate the issues raised.

Contrary to this, the ICB chose to ignore the grave concerns and further award the contract to [redacted], in spite of the fact that he himself dissolved the surgery, with no specific reason, apart from the fact that he had a dispute with his other partners and he used it to force the other 2 partners out of the surgery.

In our emails, we did make it clear to the ICB that [redacted] and the practice manager were running a smear campaign against the to of us and for their offices not to blindly trust the two of them, repeatedly.

However once again the ICB chose to favour [redacted]. We are still not certain as to what made the ICB act in such biased manner."

3.4 "Please find below the initial interaction with the ICB. I underlined some of the sections.

The ICB wrote to us that they would like to visit the surgery due to concerns raised.

However they chose not to share with the partners, the letter of concerns. We feel that it is the ICB's responsibility to share the letter of concerns, anonymising the sender's details, if they felt that it was needed.

They should not have used 'in confidence' clause not to share the letter of concerns.

This itself raises serious concerns regarding the motives of the ICB and whether their offices are acting by the rules.

While they clearly mentioned that the partnership disputes were not their remit, the report from the ICB did make remarks about the two of partners. We shall share the report and our response in a separate email."

3.5 "Our email to the ICB visiting after the visit.

The two officers discussed the partnership dispute with the 3 of us partners at the end of the visit.

They ignored all our concerns and informed us that the practice manager was 'worth her weight in gold'.

3.6 "We were under the impression that the ICB visit was initiated by a complaint by one of our patient's, [redacted].

I requested the complaint letter in my email dated the 18th of November 2025. [redacted] after liaising with the ICB complaints team confirmed that there was no complaint from [redacted].

I shall forward further emails - there actually was a complaint lodged by [redacted].

When questioned the ICB had various reasons that would not fit.

This once again shows the fact that the ICB chose to intentionally act against the 2 of us partners."

3.7 "Our email dated the 26th of November 2025.

We had to write this once we were aware of the fact that [redacted] himself raised the issues with the ICB.

Neither [redacted] nor the ICB shared with us the concerns raised by [redacted] till to date.

We pleaded with the ICB that they might be acting in good faith with regards to [redacted] and might be committing eros [sic] in their judgement due to this."

3.8 "Our email to the ICB with our concerns regarding the visit report.

We requested a further visit from the ICB, to look into complaints handling by our practice manager and [redacted]. We attached all the documents above as evidence.

Though they were serious issues - regarding protected characteristics of race, gender and place of training, the ICB chose to ignore the issues raised.

There were also serious issues of patient safety, in terms of drug seeking behaviour, prescriptions by the salaried GP, manipulation of the salaried GP by the patient with racist comments etc.

Neither the practice manager nor [redacted] acted on the grave concerns raised.

Further the ICB head of quality and patient safety chose not to act on the serious issues raised.

The complaint from [redacted] was in fact sent to the ICB by him. This was confirmed by the complaints officer after my request directly to them on the 16th of December 2025. This once again call in to question the integrity of the ICB offices."

3.9 "Our sincere request for an independent agency to investigate the issues at the ICB as we lost all trust in the ICB.

The senior complaints officer of the ICB wrote to us confirming a different timeline of the complaint. We had concrete evidence against this. Our queries as to why she had to do so, were not answered by the ICB"

3.10 "We once again requested [redacted] for the initial letter of concern that prompted the visit form the ICB.

They haven't sent it to us even when FOI was mentioned in the previous requests."

3.11 "Our further letter to the ICB as they were not responding to our queries.

We were in immense stress during all this.

Given the stress that I was in, I did mention that I would hold them personally responsible for their actions. To date, I am uncertain if this upset them and led them to act in the way that they did."

3.12 "Further emails to the ICB raising serious concerns about patient safety and possible manipulation of the patient by [redacted] and [redacted], the practice manager.

Once again the ICB and the quality assurance + patient safety lead for the ICB chose to ignore such grave concerns."

3.13 "The ICB visited the practice after a concern that was raised in confidence.

Sine [sic] then I have sent the ICB various concerns that we have regarding the complains [sic] management by our practice manager and [redacted].

We requested the ICB multiple times to investigate the issues. Some of the issues are of grave concern relating to patient safety, addictive drug prescription, racist remarks by patients, an advanced nurse practitioner leading patients to choose not to see two of the partners, the ANP suggesting a doctor

that the patient does not want to see, based on being a 'female and 'coloured' etc etc.

However, the ICB still chose to ignore all concerns raised. This shows their biased approach. There is no evidence of them seeking advice from other regulatory bodies as to how to act in such circumstances."

3.14 "My email to the ICB setting out a business continuity plan.

At no stage did the ICB involve the 2 remaining partners in making plans for [redacted] surgery.

When we questioned the ICB about the reasons for them to ward the temporary GMS contract to [redacted], who initiated the dissolution and hence the termination of contact, the ICB chose to reply via their lawyers in an email dated the 2nd of April - I have forwarded this in my earlier emails to you.

Your email dated 30 March 2026

3.1.

This email asks the ICB to review its decision to terminate the GMS Contract and subsequently award a contract to [redacted], to suspend its termination decision, to provide an explanation of why termination was appropriate, to disclose its decision making process and legal advice, to confirm whether your concerns regarding [redacted] were taken into account in that decision making process, and to reinstate the GMS Contract with yourselves.

3.2.

The ICB confirms that it followed all contractual and statutory requirements in terminating the GMS Contract and in subsequently awarding an urgent, short term GMS contract to [redacted]. The ICB is not required to share details of legal advice received on the basis that such advice is privileged.

There was no mention whatsoever why the ICB did not consider us as the succeeding partners. The ones who wanted to stay on and continue delivering the services and award the contract to the partner who deliberately chose to dissolve the practice for no plausible reason.

They never involved [redacted] or myself in the decision making process.

Furthermore, the ICB repeatedly stated that they can not involve themselves in a partnership dispute and ignored all our concerns about [redacted].

However, [redacted]'s actions amount to

1. Dishonesty,

2. intentional misrepresentation of facts about his own colleagues

3. failure to act on concerns raised by partners

A. about safe prescription of sedating analgesics

B. drug seeking behaviour of a patient

C. racist remarks by a patient

D. a salaried GP failing to challenge racist remarks by a patient

E. an ANP colluding with patients and encouraging them to choose not to see [redacted] or [redacted]

F. the same ANP being complicit with the patient when racial slurs were used and directing the patient to choose [redacted] as the doctor that she does not want to see depending on the fact that she is 'coloured; and a 'female'. Both protected characteristics.

4. Failure to provide a safe working environment for [redacted] and [redacted]

5. Repeatedly ignoring concerns raised by the other 2 partners

The above are just a few of the worrying issues with [redacted].

They go beyond simple partnership dispute and point towards recurring mismanagement and Safety concerns at the surgery.

The ICB is responsible to investigate such recurrent issues as they did the visit for an anonymous concern raised regarding complaint handling at the surgery

In my letters to the ICB, I have sent the statement by [redacted] during a grievance process, where in he lied about the roles of the 2 partners.

We wrote the following to the ICB

One would expect integrity, honesty, reliability and dependability from the professionals that the ICB is planning to go in to a working partnership with. Above is irrefutable evidence that [redacted]'s conduct is anything but.

Hopefully this should help the ICB realise the malicious misconduct of [redacted] and our practice manager [redacted] that resulted in defamation of our character.

We once again would like to inform your offices that both of us conducted ourselves appropriately all through our careers and the misunderstanding by various bodies including the ICB, was a result of smear campaign led by [redacted] and [redacted].

The ICB chose to ignore such grave concern about an individual, practising doctor and a contract holder of NHS primary car [sic] services."

I would have expected the ICB to enquire thoroughly and inform us the outcome for such an allegation or if it finds itself unable to deal with the issue, to escalate to relevant NHS fraud agency."

3.15 "In the letter from the ICB in response to concerns raised by us, I would like to point our further issues.

3. Acknowledgement of [redacted] patient complaint and misinformation

One would expect the ICB to be thorough when a complaint from a patient is requested from them. IO [sic] have sent you the email thread with [redacted] confirming that there was no complaint, then one of the complaint's team confirming [redacted] has actually lodged a complaint and then more interestingly the head of ICB complaints stating that the complaint was lodged after my request.

I appreciate that the ICB offered sincere apologies for the error. Its a grave error, if it did happen.

One would expect the ICB to register this event as a 'serious untoward incident', audit their processes, find suitable solutions and implement them.

I would like to request the ICB to submit all the above to your offices if they did act fairly in our case management.

If this were not to happen, it would definitely call in to question, the integrity of the offices of ICB.

4. Investigation in to complaints handling at [redacted] **surgery**

We appreciate the fact that the ICB visited and then produced a report as per their TOR.

However, we raised multiple issues regarding safe running of the practice, smear campaign being led by [redacted] and [redacted] making the work environment unsafe for 2 of the partners at the surgery, failure to act on racist comments, various staff acting unprofessionally, concerns regarding probity and malicious misconduct by [redacted] with evidence etc.

These are grounds for the ICB to be involved once again and thoroughly scrutinise the concerns raised. Rather than stating that 'We are therefore satisfied that this matter has now been resolved and is closed'

The ICB chose to ignore grave concerns from 2 partners at the surgery and their safety at work, in spite of repeated requests. It reflects poorly on their attitude to accepting responsibility and blatant bias against the 2 partners requesting help and justice.

5. Freedom to speak up

While we agree with the concept of anonymity to raise concerns, the ICB can not decline our request to furnish us with the anonymised version of the concerns raised.

We requested the same from the day the ICB wrote to us. I even questioned the existence of the said letter of concern. Once I came to know that [redacted] might himself have raised concerns, I wrote back to the ICB.

I even quoted 'freedom of information' clause. However the ICB remained steadfast in not sharing the letter of concern.

This once again shows the stand point of ICB - being unjust towards the 2 suffering partners at [redacted].

It also shows that the offices of the ICB chose not to follow the expected procedures and act as they wish to.

6. Partnership at will.

'At no point was it stated that the ICB "would not give the contract to any of the partners", and we must explicitly deny this assertion'

The officers who visited the surgery did state so.

I have forwarded an email from [redacted] dated the 23rd of February 2026 as below

Please be aware that if we were to be forced down this route, it would be our intention to award a contract to an **independent third party** to avoid any ongoing conflicts of interest, issues, or disputes between current [redacted] partners.

2. Scope of visit

The ICB states that patient safety and work force well being fall within the scope of the ICB's commissioning responsibilities.

The 2 of us have repeatedly raised issues with the ICB about patient safety. They chose to ignore it.

We also raised issues about the wellbeing of the 2 partners who ae being victimised by [redacted], [redacted] and ANP [redacted], all with evidence. However once again the ICB chose to ignore grave concerns.

8. Concerns raised by the partners regarding internal issues

The issues raised can not be classified as internal issues.

They are grave concerns regarding lack of honesty, reliability, intentional misconduct by [redacted]. Lack of safety for 2 partners at he [sic] surgery.

Racist behaviour at the surgery that was not appropriately handled by [redacted] and [redacted].

This amounts to grave probity concerns about [redacted] + the practice manager + the ANP and not an internal practice issue."

Observations

The Commissioner's observations

3.16 "1. **Your letter dated 27 May 2026**

1.1 We refer to your letter dated 27 May 2026 which enclosed further representations made by [redacted]. Those representations comprise 20 emails which [redacted] sent to NHSR on 12 and 18 May 2026.

1.2 Your letter offers the ICB the opportunity to make observations on those emails, restricted to the rebuttal of the representations received. This letter comprises the ICB's observations on those emails, restricted as required. The references within this letter are to the emails from [redacted] denoted as Emails 1 – 20 as enclosed with your letter.

1.3 We wish to make clear at the outset that the matter which has been referred to NHSR is the ICB's decision to terminate the GMS Contract. The ICB's subsequent decision to award a short term contract to [redacted] is a separate matter which is not part of this referral. Many of the representations made by [redacted] in Emails 1 – 20 are not directed to the decision to terminate the GMS Contract, but instead appear to be representations about their dissatisfaction with [redacted]'s behaviour generally and so are issues between the partners themselves, or relate to the ICB's decision to award the subsequent short term contract to [redacted].

1.4 As a general point, the ICB reiterates that it considered all of [redacted]'s emails, concerns and complaints about [redacted] at the relevant times. Paragraph 8.5.51 of the PMS Policy and Guidance Manual (PGM) provides that any accusations of inappropriate behaviour or concerns should be considered by the ICB, however this should not be used as a means to endeavour to resolve a dispute, and the ICB is to maintain a detached position in respect of any disputes between partners. The ICB responded appropriately at all times, including by instructing an independent review of [redacted]'s concerns by the Strategic Head of Primary Care.

2. **Email 1**

2.1 The ICB received [redacted]'s email on 31 March 2026. The ICB confirm that it followed the PGM which requires it to maintain a detached position in respect of disputes between partners.

2.2 There were no grounds on which the ICB was required to escalate or investigate the allegation by [redacted] that [redacted] improperly offered 'financial assistance' to retire from the partnership, particularly as the ICB noted

that [redacted]'s solicitors had written to clarify the basis of the offer (attachment to Email 1). The matter arose in the context of the partnership dispute between partners.

3. **Email 2**

3.1. The ICB's role includes ensuring that services being provided meet contractual, quality and performance standards, ultimately to ensure patient safety. The ICB was advised of some issues which had the potential to impact services being provided by the practice and the ICB visited the practice to make an assessment. As stated in the ICB's email dated 14 November 2025 (see page 2 of Email 2), the ICB confirmed that it was not able to share the details of who, how and when the concerns were reported to the ICB because they were raised in confidence.

3.2. The letter from the ICB to [redacted] dated 30 January 2026 (see page 4 of the attachment to Email 14) also clarifies that in line with the NHS England Freedom to Speak Up policy and guidance, the ICB cannot share details of the concerns which led to the visit. Maintaining confidentiality is a fundamental principle of the NHS England Freedom to Speak Up policy. The ICB therefore acted properly in not sharing details of the concerns with [redacted].

4. **Email 3**

4.1. To the extent that the partnership dispute was discussed, this was to determine how matters were progressing and whether the dispute might be resolved. The ICB encouraged a resolution generally with a view to ensuring continuity of care for the patients of the practice.

5. **Email 4, Email 9**

5.1. At the time that [redacted] initially enquired about a complaint having been received from this patient by the ICB, the complaint had not been logged on the system in a way which was identifiable from her enquiry. [redacted] was informed that no complaint had been received and she advised [redacted] on that basis. Following a later request, it transpired that the complaint had been submitted and logged, and that position was then confirmed to [redacted]. This is recorded in an email from our Senior Complaints Officer to [redacted] dated 31 December 2025 (see page 5 of the attachments to Email 8). A further explanation is provided in the letter from the ICB to [redacted] dated 30 January 2026 (see page 4 of the attachment to Email 14)

6. **Email 5**

6.1. The ICB communicated with [redacted] and [redacted] at all relevant times. To the best of its knowledge, the ICB responded to all of [redacted]'s emails. As above, the ICB considered all of [redacted]'s concerns and complaints about [redacted] but could not involve itself in matters of dispute between them as partners.

7. **Email 7, Email 10, Email 11, Email 12, Email 13**

7.1. The ICB denies that it ignored any issues raised by [redacted], including issues of bias and partiality. The ICB specifically refutes that suggestion that *"the ICB head of quality and patient safety chose not to act on the serious concerns raised".* It is understood that this is directed at [redacted] who was the Deputy Director of Quality at the time. The concerns were initially raised with [redacted] (Strategic Head of Primary Care at the time) who had ongoing discussion with [redacted]. The information was shared with the local GP business group linked to this practice and a decision was made to undertake a visit regarding the concerns raised including the complaints process.

7.2. It is not correct to suggest that the ICB did not act upon the concerns raised by [redacted]. The ICB's Senior Complaints Officer emailed to [redacted] dated 31 December 2025 addressing the issue of the patient complaint logged with the ICB (see page 5 of attachments to Email 8). [redacted] replied on 9 January 2026 to say the concerns were being investigated and the ICB would get back to them once it had sufficient information and understanding (see page 2 of attachments to Email 9). The concerns raised were numerous and it inevitably took time to gather information and respond.

7.3. Ultimately however, the ICB asked [redacted], Strategic Head of Primary Care, to conduct an independent review of [redacted]'s emails and respond to their collective concerns.

7.4. An email was sent to [redacted] from [redacted], Chief Delivery Officer of the ICB, dated 30 January 2026, attaching a letter which contains [redacted]'s response. That letter comprehensively addresses [redacted]'s concerns (see page 3 – 6 of the attachments to Email 14). We refer to this letter in full as the ICB's response to the various concerns raised by [redacted], and which illustrates that the ICB did not ignore any issues raised by [redacted] as alleged.

8. **Email 8**

8.1. As above, [redacted]'s concerns were independently reviewed by [CS] who had not been involved previously with the [redacted] practice. The ICB responded to [redacted]'s concerns fully and appropriately.

9. **Email 14**

9.1. As stated at paragraphs 7.3 and 7.4 above, this email is important as it attaches the response letter from the ICB which fully addresses all of the concerns raised by [redacted] as described above.

9.2. The email itself also highlights the ICB's request that [redacted] refrain from referring matters to the ICB which are partnership disputes with [redacted], because the ICB is unable to investigate, adjudicate upon or resolve those issues. [redacted] were directed to NHS England in relation to any concerns about the professional performance of an individual GP.

10. **Emails 17, Email 18, Email 19**

10.1. The ICB's correspondence with all parties (as enclosed with and referred to in our submission to NHSR dated 12 May 2026) shows that the ICB wrote a

number of times to all partners in advance of and following notice of dissolution being served by [redacted], to explain that if the partnership is dissolved, the GMS Contract could only continue with the practice if a notice of intention to change the composition of the partnership was signed by every partner, agreeing the continuing partners. That notice was not provided because the partners could not agree it between them. The partnership therefore dissolved on 9 March 2026 and the ICB thereafter issued a notice of termination of the GMS Contract.

10.2. The ICB's decision to award a subsequent short term contract to [redacted] following termination of the GMS Contract is not part of this referral (and is not within NHSR's jurisdiction). Nevertheless the ICB confirms that it followed the NHS Provider Selection Regime in considering all interested parties and making its decision in that respect.

11. **Email 20**

11.1. The ICB refers to its letter dated 30 January 2026. The ICB has not ignored any concerns raised by [redacted]. To the contrary, all concerns have been fully addressed by the ICB including by an independent review carried out by a Strategic Head of Primary Care, [redacted]."

The Contractor's observations

3.17 "Please find attached our statement. I have sent various emails of evidence to you in the past. I have attached an index of these to cross reference.

We draw the Adjudicator's urgent attention to **Section 15 (PSR Rebuttal)**, **Section 15A (Legal Privilege Rebuttal)**, and **Section 15B (Compliance Claim Rebuttal)** of our statement. These sections completely dismantle the ICB's legally flawed defences.

The ICB admits they withheld the existence of the procurement appeals panel from us, which constitutes a severe breach of procedural fairness and an abuse of administrative process. Furthermore, their subsequent reliance on legal privilege and blanket claims of PSR compliance cannot obscure or immunize their foundational public law errors, strategic non-disclosure, and statutory breaches.

This case involves an unlawful termination directly violating the *Bhat* precedent, a coordinated managerial coup, a severe financial lockout, and documented failures by the ICB to act on reported racial and marital discrimination.

We look forward to urgent confirmation of the next steps."

3.18 "**1. OVERVIEW AND REMEDIES SOUGHT**

1. This Appeal is submitted jointly by the two majority partners, [redacted] and [redacted], of the GMS contract for [redacted] Surgery. We appeal the decision of the NENC ICB to terminate our GMS contract on 14 April 2026.

2. The ICB's stated rationale is that because the third partner, [redacted], unilaterally dissolved our "partnership at will," and because no unanimous "successor" notice was assigned, the contract must automatically terminate.

3. In light of this, the decision to terminate the contract and award it to the partner who initiated the dissolution raises severe, fundamental public law concerns, specifically regarding:

- **The rights and position of the continuing partners** who represent the clear majority.
- **The established legal position** that dissolution does not end a GMS contract.
- **The requirement for a fair and transparent procurement process** rather than a direct, un-tendered award.
- **The wider, dangerous implications** of allowing a single minority partner to dissolve a partnership and subsequently assume a public NHS contract for personal benefit.

4. The Appellants request that NHS Resolution Primary Care Appeals grants the following urgent remedies:

- **Quash the termination notice** issued by the ICB on 14 April 2026.
- **Direct the ICB to issue a Contract Variation Notice** to remove [redacted] and formally instate the Appellants as the continuing GMS contract holders.
- **Issue an interim order or stay** regarding practice financing to prevent further financial exploitation while this appeal is determined.

2. ERROR OF LAW: MISAPPLICATION OF THE BHAT PRECEDENT

1. The ICB has built its entire position on a fundamental error of law. They have argued that a partnership dissolution automatically triggers the end of a GMS contract if there is a dispute over the successor.

2. This argument was explicitly rejected by the High Court in the landmark case ***R (Bhat & Bhat) v NHS Litigation Authority*** **EWHC 375 (Admin)**. The High Court ruled that a General Medical Services contract is held by the individual human partners as it is "from time to time constituted".

3. A technical dissolution of a partnership at will does *not* automatically terminate the underlying GMS contract "by operation of law". Unanimous consent is not required to preserve an NHS contract. The contract survives and can be lawfully carried forward by the remaining majority partners who wish to preserve continuity of care for the practice's **8,500 patients**.

3. SEVERE PROCEDURAL BREACH OF THE PRIMARY MEDICAL SERVICES POLICY AND GUIDANCE MANUAL (PGM)

1. When an ICB is faced with a non-consensual partnership dissolution where competing requests are made, it must strictly follow national regulatory procedures.

2. Under **NHS England PGM Annex 41 (Part B)**, the ICB is explicitly mandated to use **"reasonable endeavours"** to facilitate local dispute resolution. They are required to invite the parties to a formal meeting and seek written position statements before taking drastic action.

3. The ICB completely failed this statutory duty. **No formal local resolution meeting was ever offered or conducted** by the ICB before they took the extreme step of issuing a termination notice.

3A. THE ICB's DELIBERATE DISREGARD OF A VIABLE SUCCESSOR CONTRACTOR

1. The ICB's core argument that "no successor was assigned" is entirely manufactured. Following the notice of dissolution issued by [redacted], the remaining two Appellants immediately and formally notified the ICB of our explicit intention and capability to continue the practice and maintain the GMS contract.

2. As the Appellants formally detailed to the ICB in writing on **30 March**, at no point was there an absence of a clear or eligible successor contractor. Under the current legal framework, where eligible partners remain and are willing to continue the contract, the contract must continue with them.

3. The ICB completely ignored this formal notification and chose to offer no response whatsoever. By failing to acknowledge a valid majority successor and instead proceeding to terminate, the ICB did not suffer from a lack of a successor; rather, they intentionally ignored the majority to create an artificial vacancy.

4. ADMINISTRATIVE IRRATIONALITY, UNFAIRNESS, AND PREDETERMINATION

1. The ICB's administrative decisions fail the basic public law test of rationality and neutrality. The ICB explicitly stated to the Appellants that they "do not need to consider the evidence" of harassment and misconduct against [redacted] because it is an internal partnership dispute.

2. This claim is completely disingenuous. The Appellants formally alerted the ICB in writing on **26 November 2025** (addressed to [redacted] and [redacted]), and via multiple sequential disclosures on **13 January**, **25 January**, **26 January**, and **27 January** that [redacted] was actively misleading the ICB and NHSE, fabricating roles such as **"Senior Partner"** to deceive agencies, tolerating racial abuse, and manipulating clinical information for his own gains.

3. Despite being provided with irrefutable evidence of a total lack of professional integrity, honesty, and dependability, the ICB bypassed standard procurement and fairness protocols to award a **1-year temporary GMS contract** exclusively to [redacted]. It is text-book irrationality for a public body

to argue that a 2-partner majority lacks the standing to continue a contract, while simultaneously treating a dishonest minority partner as having the standalone authority to be awarded a temporary contract over the exact same patient list.

5. REBUTTAL OF THE ICB's ARGUMENT REGARDING "SEPARATE AND DISTINCT" DECISIONS

1. The ICB asserts in their correspondence to NHS Resolution that the termination of the original GMS contract and the subsequent award of a 1-year temporary contract to [redacted] are "separate and distinct decisions." The Appellants reject this artificial separation.

2. In public law, decisions that are part of a single, continuous course of administrative conduct cannot be artificially isolated to escape judicial scrutiny. The award of the temporary contract was the direct, pre-planned consequence of the unlawful termination. The ICB used the technical dissolution as a mechanism to strip the 2-partner majority of their contract, immediately transferring those identical 8,500 patients and public funds to [redacted].

3. Furthermore, if the ICB genuinely treated the need for "continuation of services" as a separate exercise, procedural fairness required them to offer that temporary contract to **all three original partners jointly**, or to the **2-partner majority** who were ready and willing to provide clinical continuity. By secretly awarding it exclusively to the minority partner, the ICB's actions demonstrate a unified, biased course of conduct designed to bypass procurement regulations and select a preferred provider.

6. EXPOSURE OF A COORDINATED COUP AND MALICIOUS SMEAR CAMPAIGN

1. The Appellants highlight that [redacted] and the Practice Manager, [redacted], actively conspired to execute a managerial coup and a malicious smear campaign to defame the character of the Appellants.

2. As detailed in the Appellants' email to the ICB on **25 January**, [redacted] explicitly stated in a grievance document that the Appellants *"had no managerial or administrative authority."* This was a deliberate attempt by a minority partner and a subordinate employee to subvert the lawful, contract-holding majority.

3. The Appellants formally implored the ICB on **27 January** to intervene, do justice, evaluate the evidence of this systemic victimisation spanning back to 20 August 2025, and restore orderliness to their working lives. The ICB did nothing. Instead, they accepted and relied upon curated statements from staff who had been thoroughly influenced by [redacted] and [redacted]'s unchecked smear campaign. The Appellants submit that staff popularity metrics are legally irrelevant and do not provide a lawful basis for an ICB to override established partnership rights. By accepting these biased staff statements while completely ignoring the Appellants' written warnings of an active character assassination

campaign, the ICB failed to act with the necessary neutrality required of an NHS commissioner.

7. WRITTEN EVIDENCE OF PRE-MEDITATED INTENT TO HIJACK THE GMS CONTRACT

1. The Appellants draw the Adjudicator's critical attention to written correspondence sent by [redacted] and his legal representatives, which was fully disclosed to the ICB but entirely ignored.

2. In an email to the Appellants, [redacted] explicitly stated: *"I am very willing to... provide you with some financial assistance to retire from the partnership... so that I can continue with the practice at* [redacted]*Surgery with the others at the surgery."*

3. His legal representatives subsequently confirmed this predatory intent in writing, stating: *"Our client did offer to discuss terms for your clients to retire from the partnership... Our client never did offer, and would not offer, to pay any sum to your clients for the goodwill."*

4. This correspondence provides irrefutable, documentary evidence of **premeditation and bad faith**. It proves that the "partnership at will" dissolution was not an unfortunate breakdown of working relations, but a calculated, tactical manoeuvre executed by a minority partner to force the majority partners out of their own business and seize the GMS contract. By ignoring this clear evidence of an engineered corporate hijack and subsequently awarding the 1-year temporary contract to the perpetrator, the ICB has acted with extreme irrationality and facilitated an abuse of the GMS contracting framework.

8. BREACH OF THE PUBLIC SECTOR EQUALITY DUTY (PSED) AND INSTITUTIONAL DISCRIMINATION

1. As a public authority, the ICB is bound by **Section 149 of the Equality Act 2010** (the Public Sector Equality Duty). This requires the ICB to eliminate unlawful discrimination, harassment, and victimization.

2. The third partner and the Practice Manager specifically targeted the Appellants on the protected characteristic of **Marriage and Civil Partnership** (as husband and wife). Far more egregiously, the ICB was placed on explicit written notice on **26 January** that [redacted] and [redacted] were actively permitting and ignoring severe, targeted **racial abuse** against the Appellants.

3. The Appellants disclosed irrefutable proof to the ICB that a patient had subjected the Appellants to highly derogatory remarks regarding **"Foreign GPs"** and stating they **"don't know where they are trained."** Despite the Appellants being British citizens, UK-trained, and holding memberships with the Royal College, [redacted] and [redacted] completely ignored the Appellants' formal requests to protect them and off-list this abusive patient.

4. By actively condoning a regime where issues are escalated for some staff members while overt racial abuse against minority partners is deliberately ignored and subsequently rewarding the perpetrators with an exclusive GMS

contract, the ICB has fundamentally breached its duties under the Equality Act 2010. The ICB has institutionalized and funded a racially hostile and discriminatory work environment.

9. COMPREHENSIVE NOTICE OF CLINICAL GOVERNANCE & PATIENT SAFETY FAILURES

1. The Appellants formally alert the Adjudicator to the fact that the ICB was placed on explicit, urgent written notice via multiple sequential disclosures on **13 January**, **26 January**, **27 January**, and **25 March** regarding severe clinical governance failures, data manipulation, and patient safety risks which they intentionally chose to ignore.

2. **Subversion of Practice Complaints Protocols and Fabricating Titles:** Following an ICB report dated 9 December 2025, the Appellants discovered that [redacted] had completely bypassed the practice's formal complaints procedure to handle a clinical complaint "personally" and secretly. As the designated Complaints Lead for [redacted] Surgery, [redacted] chose to knowingly transgress the very governance rules he was contractually mandated to oversee. The Appellants formally alerted the ICB to this subversion via a copied email on **13 January**, demanding transparency. As detailed in the follow-up disclosure to the ICB on **26 January**, neither [redacted] nor [redacted] provided any response or acknowledgment, exhibiting total disdain for professional rules. Furthermore, the Appellants placed the ICB on notice that [redacted] was self-claiming unagreed roles— most misleadingly that of **"Senior Partner"**—deliberately deceiving internal and external agencies to manufacture a false hierarchy in a standard partnership at will.

3. **Incitement and Manipulation of a Patient:** As detailed on 26 January, [redacted] utilized this personal, shadow complaints framework to actively incite a patient to launch a complaint against [redacted]. He subsequently manipulated the patient via his **private personal email account** to request an unprecedented "restriction of access" to medical records to block [redacted] and [redacted] from viewing the clinical files to obscure his interference.

4. **Breach of Clinical Record-Keeping Duties:** [redacted] completely failed to make contemporaneous entries in the patient's medical records regarding these communications—violating a fundamental, statutory clinical duty.

5. **Condoning High-Risk Prescribing and Abuse:** The ICB was notified on 26 January that [redacted] and [redacted] deliberately ignored warnings that an abusive patient was actively taking **sedating, addictive neuropathic painkillers way over the prescribed limits**, and playing clinicians against one another to influence high-risk prescribing decisions. [redacted] and [redacted] refused to act or respond to requests to off-list this patient to safeguard clinical governance.

6. **Withholding Clinical Recordings and Obstructing HR:** [redacted] and [redacted] completely blocked transparency by refusing to release telephone consultation recordings requested by [redacted]. [redacted] further intervened to halt an independent HR fact-finding investigation and unilaterally withdrew

two formal disciplinary warnings issued to [redacted] without partner discussion.

7. By completely ignoring this explicit evidence of data subversion, clinical record failures, title fabrication, and bad faith, and subsequently rewarding [redacted] with sole stewardship of the GMS contract, the ICB has committed a profound breach of its public health monitoring duties.

10. FAILURE TO APPLY THE FIT AND PROPER PERSON TEST

1. In awarding a temporary GMS contract exclusively to [redacted], the ICB completely failed to execute its core governance and safeguarding duties. Under NHS commissioning frameworks and Care Quality Commission (CQC) standards, commissioners must ensure that any individual holding a GMS contract satisfies the **"Fit and Proper Person" test**.

2. The ICB was provided with concrete, verifiable evidence of severe harassment, title fabrication, patient manipulation, toleration of racial abuse, subversion of clinical records, and HR misconduct perpetrated by [redacted]. By actively choosing to disregard this evidence, the ICB failed to assess whether [redacted] is a fit and proper individual to hold sole stewardship of an NHS contract, manage a large clinical team, and safeguard patient interests.

11. ABSENCE OF A UNILATERAL RIGHT TO THE NHS PATIENT LIST

1. An NHS patient list is a public asset; it is not the personal property of any individual doctor or building owner. No single partner in a partnership at will has a **unilateral right to claim, inherit, or hijack an existing patient list of 8,500 individuals** upon dissolution.

2. By granting a temporary GMS contract exclusively to [redacted] over this specific list, the ICB has unlawfully treated the patient list as an administrative attachment to the physical building ownership. In doing so, they have permitted a single minority provider to unilaterally expropriate the clinical "goodwill" and registration data built collectively by all three partners, bypassing lawful procurement protocols.

12. BREACH OF PROCEDURAL FAIRNESS, NON-DISCLOSURE, AND CONFLICT OF INTEREST

1. In public law, an administrative body must act with total transparency, provide equal access to documentation, and maintain strict structural independence. The NENC ICB failed fundamentally on all three elements, as explicitly detailed in the Appellants' formal disclosure dated **25 January**.

2. Following an email from [redacted] dated 9 January 2026 stating that the ICB was investigating practice complaints processes, the Appellants requested a copy of the specific "letter of concern" and related internal communications that supposedly prompted the ICB's initial intervention.

3. Despite multiple formal requests spanning several weeks, **the ICB completely refused to disclose or even acknowledge the existence of this alleged letter of concern.**

4. This non-disclosure is highly alarming given the internal architecture of the investigation. The "Terms of Reference" (TOR) for the practice visit were drafted by [redacted], agreed by the ICB Local Delivery Team Place Director [redacted], and authorized by ICB Medical Director [redacted] alongside [redacted]. By withholding the foundational document that supposedly triggered this high-level intervention, the ICB created total ambiguity and operated an opaque, unconstitutional administrative process.

5. Furthermore, on **4 January 2026**, ahead of these events, the Appellants explicitly requested that the ICB appoint an **external and independent agency to investigate these issues**, given the deeply embedded involvement of individuals holding high offices within the ICB itself. The ICB completely ignored and failed to acknowledge this request for an independent process. By running a closed, internal inquiry, denying the Appellants access to the core allegations, and then using the outcomes of that opaque process to justify terminating the GMS contract, the ICB committed a severe breach of natural justice and operated under a clear conflict of interest.

13. UNLAWFUL FINANCIAL LOCKOUT AND FAILURE OF FINANCIAL DUE DILIGENCE

1. [redacted] unilaterally cut off the Appellants' access to the practice bank account and stated that zero monies would be paid to us from **9 March 2026**.

2. An 8,500-patient practice represents an annualized public GMS income stream of **at least £850,000 to £900,000**. By funding [redacted] temporary contract while ignoring the illegal lockout of the majority contract holders, the ICB has completely failed in its statutory financial due diligence. They are actively facilitating the misdirection of public NHS funds to a single partner's private control while a joint three-way contract remains under active appeal.

14. THE ICB's UNLAWFUL ORDER OF NON-CORRESPONDENCE AND BREACH OF NATURAL JUSTICE

1. The Appellants draw the Adjudicator's definitive attention to a remarkable email response issued by the ICB on **30 January 2026**. Following the Appellants' presentation of profound governance, clinical record manipulation, and racial abuse evidence, an official representing the ICB explicitly ordered the Appellants to **"refrain from directing correspondence of this nature to the ICB."**

2. The ICB justified this gagging order by asserting: *"the matters you are raising are not issues that the ICB is able to investigate, adjudicate on, or resolve."*

3. This position represents an absolute breach of natural justice and a profound error of public law:

o **Severe Administrative Inconsistency:** It is legally indefensible for a public body to argue on 30 January that it has no authority to "adjudicate on or resolve" these behaviours, and then weeks later step into that exact internal landscape to terminate the contract and award a lucrative solo direct-award GMS contract exclusively to the accused minority partner.

o **Breach of Procedural Fairness:** By ordering the victims of a corporate coup and racial abuse to stop communicating their complaints, the ICB intentionally shut down the Appellants' lawful right to build an administrative record, allowing them to secretly finalize a back-room contractual handover with [redacted]. The ICB used an artificially constructed wall of silence to shield themselves from their core monitoring obligations.

15. REBUTTAL OF THE ICB's ARGUMENT REGARDING THE PROVIDER SELECTION REGIME (PSR) JURISDICTION

1. The ICB asserts in their latest response that NHS Resolution lacks the jurisdiction to consider the award of the short-term GMS contract to [redacted] under the Provider Selection Regime (PSR), arguing that the Appellants' sole recourse was a referral to the Independent Patient Choice and Procurement Panel—a timeline that has now expired. The Appellants completely reject this legally flawed obstruction.

2. The Appellants are **not** bringing a standalone procurement dispute regarding a new contract allocation. Rather, the Appellants have referred a dispute regarding the **unlawful and irrational termination of their existing, valid GMS contract**. NHS Resolution holds clear, absolute statutory jurisdiction under the NHS Regulations to adjudicate, quash, and remedy an unlawful contract termination.

3. If NHS Resolution determines that the termination of the Appellants' GMS contract was unlawful—by misapplying the *Bhat* precedent—the original contract remains live and legally binding. Consequently, the short-term contract awarded to [redacted] automatically collapses, as a commissioner cannot issue a concurrent contract over an identical, occupied patient list.

4. Furthermore, the ICB openly admits that they **completely failed to inform the Appellants of the existence of the Independent Patient Choice and Procurement Panel**, or the relevant escalation pathways, in any of their extensive correspondence to date. For a public authority to secretly negotiate a contract behind closed doors, intentionally withhold the regulatory appeals pathway from the excluded majority contract holders, and then rely on the expiration of that hidden timeline to defeat an appeal is a flagrant **abuse of power** and a severe breach of the **statutory duty of transparency and procedural fairness** required under public law.

15A. REBUTTAL OF THE ICB's CLAIM REGARDING LEGAL PROFESSIONAL PRIVILEGE

1. The ICB asserts in its response to NHS Resolution that it is not required to disclose any legal advice it received or relied upon, citing legal professional privilege. The Appellants note that while the specific contents of internal legal communications may be privileged, the **legal validity of the decisions resulting from that advice remains fully subject to review by NHS Resolution.**

2. Legal privilege does not operate as a blanket immunity to shield an administrative body from a finding of *Wednesbury unreasonableness*, illegal contract termination, or statutory breaches of the Equality Act 2010. If the ICB received legal advice that led them to misapply the *Bhat* precedent, bypass mandatory PGM Annex 41 dispute meetings, ignore documented racial abuse, or enforce an unlawful non-correspondence order, the existence of that advice does not cure the underlying illegality of their actions.

3. Furthermore, the High Court has established that where a public authority explicitly relies on the defence that it acted "on legal advice" to justify its rationality, it cannot simultaneously hide that advice to prevent scrutiny of its decision-making process (*the principle of waiver or fairness in public law*). The Appellants submit that the ICB's decision stands or falls on its objective compliance with public law principles, and their reliance on privilege cannot obscure their documented failures of statutory duty.

15B. REBUTTAL OF THE ICB's BLANKET CLAIM OF REGULATORY COMPLIANCE

1. The ICB asserts in its conclusion to NHS Resolution that it has complied with all relevant regulations at all stages and stands by its decision to award a short-term contract under the PSR as a matter outside NHSR jurisdiction. The Appellants completely reject this circular and fallacious defence.

2. The ICB cannot plead compliance with the Provider Selection Regime (PSR) to mask a prior, foundational illegality. The entire justification for initiating a PSR direct-award process was based on the premise that the patient list was vacant. However, that vacancy was artificially and unlawfully engineered by the ICB when they misapplied the law regarding partnership dissolutions (*the Bhat error*) and completely failed to conduct the mandatory dispute resolution procedures required under **PGM Annex 41**.

3. In public law, an administrative body cannot commit a fatal error of law to terminate a valid contract, hand the identical public asset to a preferred minority provider under the guise of an "emergency continuation of service," and then claim absolute compliance. The award of the short-term contract is sequentially dependent on the unlawful termination of the original contract. Because NHS Resolution holds absolute statutory jurisdiction over the termination, a finding that the termination was unlawful automatically invalidates the subsequent PSR award, as a commissioner cannot issue a short-term contract over a patient list that is already legally occupied by the Appellants.

16. SEVERE BREACH OF TRANSPARENCY AND THE DUTY OF CANDOUR

1. Public bodies are legally bound by strict duties of openness and transparency. The ICB secretly negotiated, finalized, and awarded the 1-year temporary GMS contract to [redacted] behind closed doors.

2. The ICB never formally communicated this critical contractual decision to the Appellants. The Appellants discovered this major development entirely by chance during a casual telephone conversation with the Local Medical Committee (LMC) Secretary regarding an unrelated matter. This covert process demonstrates extreme pre-determination and bias by the ICB.

17. CONCLUSION AND POLICY IMPLICATIONS

1. If left unchecked, the ICB's administrative actions establish an incredibly dangerous precedent for primary care commissioning across the country. It would signal to any minority partner in England that they can maliciously dissolve a "partnership at will," lock out their colleagues, fabricate titles, fail to protect them from racial abuse, manipulate clinical records, condone dangerous over-prescribing, order the victims to stay silent, operate opaque internal investigations with conflicted directors, suppress procurement appeals, hide behind claims of legal privilege, wrap themselves in a self-declared shield of compliance, and be rewarded with sole control of the GMS contract and patient list via an un-tendered, direct administrative favour.

2. The ICB has misapplied the law, bypassed mandatory NHS England guidance, ignored statutory equality duties, failed to evaluate fitness to practice, executed an enforced gagging order, hidden behind conflicted officials, suppressed procurement rights, cloaked their rationale under claims of privilege, used a circular definition of PSR compliance, and funded a severe financial lockout.

We respectfully urge NHS Resolution to intervene, protect public funds, and safeguard care continuity by quashing this unlawful termination."

4. CONSIDERATION

4.1 Since 1 July 2022, Integrated Care Boards have taken on delegated responsibility for the commissioning of primary medical services.

4.2 As part of this consideration of the application for NHS dispute resolution, I required an up-to-date version of the contract in dispute containing all variations agreed since the contract was signed. This was provided and has not been disputed by the parties (the "**Contract**").

4.3 I note that in its observations the Contractor makes mention of local dispute resolution, however, I consider that this was made in reference to resolving the dispute between the partners rather than in relation to the dispute between the Commissioner and the Contractor. Having had further regard to the history of correspondence between the parties, which is extensive, and given that no party disputes that the local dispute resolution procedure has been exhausted, I am content that I can consider the application.

4.4 Having reviewed the application for dispute resolution I note that there are multiple issues raised by the Contractor. The first of these, however, relates to the Commissioner's decision to terminate the Contract held by the partnership at [redacted] Surgery. The other matters then flow from that decision. As such, I will consider this matter first, and consider the other matters if and when they become relevant. I note the Contractor's comments relating to whether the decisions formed part of a "*single, continuous course of administrative conduct*". I have therefore attempted to bear in mind the full extent of the information before me, to the extent that it is relevant. However, I note that much of the Contractor's comments concern the alleged motives of the Commissioner, and as such, will not necessarily be relevant to the question of whether it was, as a matter of law, entitled to terminate the Contract.

4.5 As a starting point, I consider it agreed between the parties that the partnership between [redacted], [redacted] and [redacted] (the "**Partnership**") was dissolved by [redacted] on 9 March 2026 following the provision of a notice of dissolution. This appears to have been carried out in accordance with section 32(c) of the Partnership Act 1890. Therefore, from that date the Partnership was technically dissolved.

4.6 I note that the Contractor states that they immediately informed the Commissioner of their intention and ability to continue delivering services. Having had regard to the Contract I note that it contains specific provisions which govern what is to happen following the dissolution of a partnership, however, these provisions were amended by the National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2025.

4.7 Having had regard to *R (Shashikanth) v NHS Litigation Authority and NHS England [2024] EWCA Civ 1477*, I note that for those amendments to be effective in the Contract, the Contract must have been amended by a valid notice of variation. The Commissioner has provided the notice of variation which specifically relates to the 2025 amendments, which I consider to be compliant with the principles established through the case law, and this does not appear to have been disputed by the Contractor.

4.8 I have therefore had regard to the Contract, factoring in the 2025 amendments. Of specific relevance are the amendments to clause 26.3.1, clause 26.3.2 and the new clause 26.3.2A. Clause 26.3.1 provides:

> "*26.3.1. Subject to clause 26.3.3, where the Contractor consists of two or more persons practising in partnership, and that partnership is terminated or dissolved, the Contract may only continue with one or more of the former partners if the conditions in clause 26.3.1A are satisfied.*"

Clause 26.3.1A provides that the partners must be named in a notice given under clause 26.3.2, and that both 26.3.2 and 26.3.2A must be met:

"*26.3.2. The Contractor must give notice in writing to the Commissioner of:*

(a) the intention to change its status from that of a partnership to that of an individual medical practitioner; or

(b) the intention to change the composition of the partnership.

26.3.2A. A notice given under clause 26.3.2 must:

(a) specify the date on which the Contractor would like to change its status or composition, which must be at least 28 days after the date on which the Contractor gives notice to the Commissioner under clause 26.3.2;

(b) specify:

(i) where notice is given under clause 26.3.2(a) the name of the medical practitioner with whom the Contract is to continue;

(ii) where notice is given under clause 26.3.2(b) the name and contact details of the partners with whom the Contract is to continue; and

(c) be signed by each partner in the partnership."

4.9 On the basis of these clauses I consider that it was not sufficient for the Contractor to simply notify the Commissioner regarding their intention. Instead, as per 26.3.2A, the notice needed to be signed by each partner in the partnership. Therefore, the notice would also have to have been signed by [redacted] in order to allow the Contract to continue with the two remaining partners.

4.10 The lack of any agreement between the partners is further emphasised by the fact that the third partner, [redacted], had written to the Commissioner also notifying it that they were the relevant successor. Having reviewed the evidence, I consider that there was clearly no agreement between the partners as to who would continue the Contract, and therefore, neither would sign the notice advanced by the other. Consequently, I conclude that no valid notice for the purposes of 26.3.2A(c) was provided to the Commissioner within the required timescales by the Contractor.

4.11 I note the Contractor's statement that the Commissioner did not respond to these requests. However, as per the Commissioner's representations, at paragraph 3.11, a letter was sent to the Contractor from Ward Hadaway LLP on 5 March 2026. I have reviewed said letter and note that it directly addresses the Contractor's nomination letters. It also directly sets out 26.3.2A, and explains the valid notice requirements. Therefore, I do not consider that the Commissioner did not respond to the notices submitted by the Contractor, as this is contradicted by the evidence before me.

4.12 As per the Contractor's application for dispute resolution, the Commissioner then terminated the Contract. However, I note that this is stated in general terms and the basis for the termination is neither expressly set out nor

addressed in the Contractor's application. On 17 March 2026 a notice of termination of the Contract was served upon the Partnership (the "**Termination Notice**"). I have reviewed this document and consider that it clearly sets out the basis of the termination and the contractual clauses relied upon.

4.13 The Contractor has stated that the Commissioner has misapplied the law on partnership dissolution and that dissolution does not terminate a GMS contract if eligible partners remain. Having considered the Contractor's observations, I note that this assertion is based on *R (Bhat & Bhat) v NHS Litigation Authority [2024] EWHC 375 (Admin)* ("**Bhat**"). In Bhat, the High Court considered circumstances in which one partner had ceased working in the practice and the remaining partners had served a notice of dissolution of the partnership. The practice continued to operate, but the commissioner's position was that the GMS contract had terminated by operation of law because, following dissolution, there was no longer a partnership capable of holding the contract.

4.14 The High Court held that the GMS contract was to be treated as made with the partnership as constituted from time to time, and that a technical dissolution did not automatically bring the contract to an end. The Court considered that the contractual provision relied upon by the commissioner, the unamended clause 26.3.1, dealt with the position where the contract was to continue with one former partner. It did not address the position where the remaining partners continued the practice together. In those circumstances, the Court did not accept that the contract had come to an end merely because a notice of dissolution had been served.

4.15 Having reviewed the current issue, I consider that the position here is substantially different to the circumstances in Bhat. Firstly, the third partner here is still involved, to such an extent that they are seeking to be the successor contractor. Secondly, the Contract has been amended since Bhat was decided, substantially changing the contractual language relating to partnerships and adding new termination rights. Thirdly, the Commissioner is not seeking to argue that termination took place by operation of law, as the Contractor has suggested in their observations.

4.16 I consider it necessary to expand upon these points in order to establish why Bhat can be differentiated from the current matter. To that end, I return to the Termination Notice. I note that it refers directly to the amended 26.3.1 and the new 26.3.2A. These clauses now expressly deal with circumstances where more than one partner seeks to continue the Contract as a partnership. Therefore, in contrast to Bhat, I consider that there is an express requirement for a notice which is signed by all partners in the Partnership. As I have already concluded, no such notice exists. Therefore, by express operation of 26.3.1, read with clauses 26.3.1A and 26.3.2A, the Contract could not continue.

4.17 Next, turning to the actual question of termination, I note that the Commissioner sought to rely expressly on 26.10.3(t)(iii). I consider that one of the central aspects of Bhat was whether termination took place by operation of law. Here the Commissioner has not sought to make out that such a position applies. Instead, the Commissioner relies on an express clause of the Contract which

establishes that a Commissioner may serve notice in writing on the Contractor terminating the Contract forthwith if:

> *"(iii) the partnership has dissolved in circumstances where sub-clause 26.10.3(t)(i) and clause 26.3.3 do not apply and none of the former members of the partnership has been named in a notice given under clause 26.3.2 to continue the contract in accordance with clause 26.3.1;"*

4.18 I have therefore considered whether the separate elements of this provision are met. Firstly, I note that 26.10.3(t)(i) does not apply as the dissolution has not been ordered by a court, tribunal or arbitrator. Secondly, 26.3.3 does not apply as the partner in question has not died. This leaves the final component, concerning notification, which I have already considered at length.

4.19 In these circumstances, the requirements of 26.10.3(t)(iii) have been met, and therefore the Commissioner had a specific contractual right to terminate.

4.20 I therefore consider that, unlike Bhat, there was both a right to terminate and an obligation on the Contractor to obtain a signed notice if it wished to continue with the Contract. I note that the Contractor's observations state that unanimous consent is not required. However, I do not consider that this reflects the position under the amended Contract, which expressly requires a notice signed by each partner. Further, I consider it correct that the Contract does not automatically terminate upon dissolution. However, that did not happen here. The Contract was terminated by notice served by the Commissioner, as expressly contemplated by 26.10.3(t)(iii).

4.21 I note that the Contractor has also stated that under the NHS England Policy and Guidance Manual, Annex 41 applies which places requirements on the Commissioner. However, this also does not reflect the current position. Having regard to the updated manual, the relevant provision is 8.5.43.2 which provides the following:

> "*Where the 2025/26 GMS contract variations have been applied (for example, from October 2025), the contract may be terminated by the commissioner if it is otherwise unable to determine which parties of the dissolved partnership (if any) the contract should continue with in the absence of any agreement between all partners. This would mean commissioners may have little time to make arrangements to ensure service continuity from an alternative provider (or multiple providers in case of decision to split the contract – noting the effect of this proposal on statutory duties, particularly the involvement duty under section 13Q duties and PSR considerations in the award of new contracts).*"

4.22 I consider that the 2025/26 GMS contract variations have been applied. Therefore, in circumstances where two competing groups each assert that the contract should continue with them, I consider that this applies. In consequence, the Commissioner was entitled to seek termination, and did so in accordance with the manual. I do not consider that this demonstrates a failure to comply with any statutory duty identified by the Contractor.

4.23 I consider that the Contractor was indeed willing to continue the Contract. However, so was [redacted]. I note that at paragraph 3A of its observations the Contractor states that the conclusion that “no successor was assigned” was artificial. However, with two competing claims to successorship, neither of which accorded with the relevant contractual terms, I consider it to be the case that no successor had been assigned in accordance with the Contract. Further, at paragraph 3A.2 of its observations, the Contractor suggests that it was both willing and able to continue the Contract. The latter assertion is unsustainable, as without [redacted]’s assent, the Contractor was unable to meet the necessary contractual requirements.

4.24 Therefore, I consider that under the current legal framework, taking account of Bhat, the Contract, and the Policy and Guidance Manual, the Commissioner was able to terminate the Contract by giving notice. Further, I note the Contractor's references to "majority". However, I do not consider that this holds any weight in the question of whether a contract continues and with whom. Bhat concerned circumstances where services continued with the remaining partners after another partner had ceased working. It did not establish a general proposition of majority rules. Further, I have already distinguished Bhat and therefore, I do not consider that any of the other reasoning put forward by the Contractor is sufficient to render the termination invalid.

4.25 I note that, once the Contract was terminated, a wholly new contract was awarded on a short-term basis. I consider that the Contractor's characterisation of this as a conversion of the pre-existing contract is incorrect. As per paragraph 4.4 of the Commissioner’s representations, this was a new contract. Therefore, I do not consider the issue relevant to termination.

4.26 I consider that the other issues raised by the Contractor relating to [redacted] and the award of the short-term GMS contract are outside of the scope of this application for dispute resolution in relation to termination. I conclude that the Commissioner was entitled to terminate the Contract on 14 April 2026.

5. DECISION

5.1 I determine that the Termination Notice dated 17 March 2026 was valid on the grounds of clause 26.10.3(t)(iii) of the General Medical Services Contract.

Head of Appeals
NHS Resolution