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18 September 2026

**REF: APL-4480 (legacy case ref: SHA/27043)**

**APPEAL AGAINST WEST YORKSHIRE ICB DECISION REGARDING A BREACH NOTICE AT EASTMOOR ONLINE PHARMACY, 64A WINDMILL ROAD, EASTMOOR, WAKEFIELD, WF1 4SD**

## 1 Outcome

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

A copy of this decision is being sent to:

Kami Healthcare Ltd
West Yorkshire ICB

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

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

**REF: APL-4480 (legacy case ref: SHA/27043)**

**APPEAL AGAINST WEST YORKSHIRE ICB DECISION REGARDING A BREACH NOTICE AT EASTMOOR ONLINE PHARMACY, 64A WINDMILL ROAD, EASTMOOR, WAKEFIELD, WF1 4SD**

## 1 The Breach Notice

A Breach Notice dated 26 May 2026 was sent to Kami Healthcare Ltd T/A Eastmoor Online Pharmacy ("the Appellant") in respect of 64A Windmill Road, Eastmoor, Wakefield, WF1 4SD. The Breach Notice stated:

1.1 "Breach Notice

1.2 Name of Contractor: Kami Healthcare Ltd T/A Eastmoor Online Pharmacy

1.3 Pharmacy Address: 64A Windhill Rd [sic], Eastmoor, Wakefield, WF1 4SD

1.4 As of 29 April 2026, we hereby serve you notice in line with Regulation 71 (1) and (2) of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013. NHS England considers you to be in breach of:

1.5 Regulation 64(3)(d)(ii) Distance Selling premises: specific conditions of the [sic] The National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, as amended, states in the case of pharmacy premises, the pharmacy procedures for the premises must be such as to secure—

1.5.1 (ii) the safe and effective provision of pharmaceutical services without face to face contact at the pharmacy premises between any person receiving the services, whether on their own or on someone else's behalf and the contractor or their staff,

1.6 Regulation 64(3)(a) Distance Selling premises: specific conditions of The National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, as amended, states Kami Healthcare Ltd must not offer to provide pharmaceutical services to persons who are present at (which includes in the vicinity of) the listed chemist premises.

1.7 Nature of the breach: West Yorkshire Integrated Care Board (WYICB) considers you to be in breach of these regulations because.

1.8 Regulation 64(3)(a) Distance Selling premises: specific conditions of The National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, as amended, states Kami Healthcare Ltd must not offer to provide pharmaceutical services to persons who are present at (which includes in the vicinity of) the listed chemist premises and:

1.9 Regulation 64(3)(d)(ii) Distance Selling premises: specific conditions of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, as amended, states in the case of pharmacy premises, the pharmacy procedures for the premises must be such as to secure—

1.9.1 (ii) the safe and effective provision of pharmaceutical services without face to face contact at the pharmacy premises between any person receiving the services, whether on their own or on someone else's behalf and the contractor or their staff,

1.10 Patients have been accessing pharmaceutical services and receiving support for self-care as an essential service, which includes providing advice on managing a medical condition including, as appropriate, advice on treatment options including advice on the selection and use of appropriate drugs which are not prescription only medicines.

1.11 WYICB has engaged with you through site visits, correspondence (both email and letters, dated 21.08.2025 and11.12.2025), and discussions to understand patient access to the premises and the provision of pharmaceutical services. We recognise the actions you have taken to address these issues and your continued cooperation to try and resolve the issue, including Community Pharmacy Assurance Framework (CPAF).

1.12 We are satisfied that all reasonable steps have been taken by both parties to communicate and work collaboratively to resolve the issues identified, prior to issuing this breach notice.

1.13 Accordingly, WYICB considers it necessary to issue a breach notice to secure resolution,

1.14 You are required to ensure this breach does not recur.

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

1.16 Should you choose to appeal then you should send a concise and reasoned statement of the grounds for your appeal within 30 days of the date of this notice via email to: nhsr.appeals@nhs.net

1.17 Or in writing to:

1.18 NHS Resolution Primary Care Appeals service 7&8 Wellington Place Leeds LS1 4AP

1.19 Please note, should you fail to comply with the requirements of this breach notice we reserve the right to exercise our powers to take further action in

relation to your inclusion in the pharmaceutical list in respect of the above-named premises. This may include removal of the premises from the pharmaceutical list under regulation 73 of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013."

## 2 The Appeal

In a letter dated 11 June 2026 addressed to NHS Resolution, the Appellant appealed against West Yorkshire ICB ("the Commissioner") decision. The grounds of appeal are:

2.1 "We write to appeal the Breach Notice issued by West Yorkshire Integrated Care Board ("WYICB") on 26 May 2026 in respect of Kami Healthcare Ltd t/a Eastmoor Online Pharmacy.

2.2 We respectfully submit that the breach notice should be withdrawn because the allegations are not supported by sufficient current evidence and do not accurately reflect the present operation of the pharmacy.

2.3 Since concerns were first raised by NHS England and subsequently discussed with WYICB and the General Pharmaceutical Council (GPhC) and site visits by both offices, we have fully cooperated with all requests, site visits, correspondence and compliance reviews. We have taken all concerns seriously and have implemented every reasonable recommendation made to us.

2.4 The breach notice itself acknowledges our cooperation and the actions we have taken to address the issues raised.

2.5 Following engagement with NHS England, WYICB and the GPhC, we have implemented significant measures to ensure ongoing compliance with the Distance Selling Pharmacy regulations.

2.6 We are therefore surprised to have received a breach notice, particularly as no recent site visit or inspection was undertaken to assess the current arrangements in place before the notice was issued.

2.7 The breach notice does not identify any specific recent incidents, observations, patient complaints, inspections, witness evidence or other factual findings demonstrating that Eastmoor Online Pharmacy is currently providing pharmaceutical services in breach of Regulations 64(3)(a) or 64(3)(d)(ii).

2.8 In the absence of such evidence, we respectfully submit that the conclusion that a breach exists is unsupported and premature.

2.9 We further submit that issuing a breach notice without first undertaking a further inspection of the premises, despite the extensive remedial actions already implemented, is disproportionate.

2.10 We remain fully committed to compliance with all applicable NHS and GPhC requirements and are willing to cooperate with any further review of our premises and procedures.

2.11 Accordingly, we respectfully request that the breach notice be withdrawn.

2.12 If WYICB continues to have concerns, we would welcome a further face-to-face inspection of the premises so that compliance measures can be observed directly and any specific evidence relied upon by WYICB can be discussed and addressed constructively."

## 3 Summary of Representations

This is a summary of representations received on the appeal.

3.1 The Commissioner

3.1.1 "Thank you for allowing West Yorkshire Integrated Care Board (ICB) the opportunity to provide representations in relation to the above appeal.

3.1.2 As part of the ICBs representation we have attached a copy of the paper and appendices (1-6) that was presented to the Pharmaceutical Services Regulations Committee (PSRC) on Wednesday 29 April 2026. This paper provides the details of our ICB review into the provision of services at Eastmoor Online Pharmacy including findings of a visit to the premises. This review was prompted by concerns raised by other community pharmacy contractors within the local area.

3.1.3 We note that the appellant has within their appeal supplied additional photographs detailing a covered front door and empty shelves, however it is not clear on what date these were taken. As an ICB, we have clear evidence that regulations were breached. This evidence is documented in the attached PSRC paper.

3.1.4 Please note that as an ICB we have reviewed the contents of the PSRC paper and associated appendices and have taken the decision to redact details where we consider there to be a sensitivity or confidentiality that should be maintained.

3.1.5 Below is a timeline of events in relation to the actions carried out by West Yorkshire ICB.

3.1.5.1 August 2025 – allegations received by the ICB regarding regulatory breaches at Eastmoor Online Pharmacy.

3.1.5.2 August 2025 - letter sent to the contractor by the ICB asking them to respond to the allegations.

3.1.5.3 September 2025 – contractor sent in a response to the allegations providing the ICB with assurances on the delivery of services.

3.1.5.4 October/November 2025 – further allegations received regarding regulatory breaches.

3.1.5.5 December 2025 – letter to contractor notifying them of continued allegations and of a planned ICB visit to the premises.

3.1.5.6 December 2025 – ICB visit to the contractor (contractor Superintendent was present).

3.1.5.7 December 2025 – letter and action plan sent to the contractor following the visit requesting evidence to be submitted showing that the actions had been completed.

3.1.5.8 February 2026 – contractor visit carried out under the Community Pharmacy Assurance Framework (CPAF) to ensure that all actions and been implemented.

3.1.5.9 April 2026 – paper to PSRC recommending a breach notice be issued

3.1.5.10 May 2026 – breach notice issued to Kami Healthcare Ltd.

3.1.6 At no stage since April 2026 has Kami Healthcare Ltd notified WY ICB of the additional measures that they have put in place, as per the pictures included in the appeal.

3.1.7 WY ICB is satisfied that the correct decision was reached in relation to the issue of the breach notice based on the evidence found at that time, and the severity of the breaches evidenced. The ICB would therefore ask that the appeal be dismissed."

Decision Report

3.1.8 "Introduction/Purpose of the Report

3.1.9 The purpose of the report is to inform the Pharmaceutical Services Regulations Committee (PSRC) about the findings of a visit and actions taken, following concerns and allegations that the West Yorkshire ICB Primary Care Team had received. To consider the issuing of a breach notice (Appendix One) to Kami Healthcare Ltd in relation to the above pharmacy premises for breach of the conditions set out in regulation 64(3) of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, as amended, due to the failure to ensure that:

3.1.9.1 a. staff do not offer to provide pharmaceutical services to persons present at (which includes in the vicinity of) the pharmacy premises

3.1.10 Background

3.1.11 Eastmoor Online Pharmacy is a Distance Selling Pharmacy (DSP) that following a successful market entry application was included in Wakefield's Pharmaceutical list on 01 August 2025.

3.1.12 Kami Healthcare Ltd have, according to Companies House, two directors Dr H and K. Kami Healthcare Ltd are already included in Leeds pharmaceutical list and are trading as Oakwood Lane Pharmacy, 2 Amberton Terrace, Gipton, Leeds LS8 3BZ (FF544).

3.1.13 Dr H is also a GP partner/Director of Maybush Medical Centre, a director of Rajchem T/A Bellelsle Pharmacy and a GP partner of Eastmoor Health Centre all located in Wakefield.

3.1.14 Attached at Appendix Two is a map showing the proximity of the Eastmoor Health Centre to Eastmoor Online Pharmacy. There are four contractors within 1 mile radius of Eastmoor Online pharmacy with the nearest one (adjacent) being UK Health Focus Ltd T/A Door 2 Door Pharmacy, 62/64 Windhill Rd, Esatmoor [sic], WF1 4SD. This is also a DSP that relocated on 01.09.2025 from 41 Duke of York St, Wakefield WF1 3DP.

3.1.15 It must be noted that the premises at 64A Windmill Rd, Eastmoor, Wakefield, WF1 4SD used to be a Boots community pharmacy.

3.1.16 On 20 August 2025 the team received a telephone call and a follow up email from the Responsible Pharmacist, at that time [redacted], saying that patients were accessing Eastmoor Online Pharmacy, buying over the counter (OTC) medicine, collecting prescriptions and that the neighbouring Eastmoor Health Centre were directing patients to the pharmacy.

3.1.17 Following this allegation the team wrote to Kami Healthcare Ltd asking them to respond to the allegations, attached at Appendix Three is a copy of their response.

3.1.18 The team felt that the response provided the assurance needed and that Kami Healthcare Ltd were operating in line with the terms of service and conditions relating to DSPs.

3.1.19 The team then received, by telephone call and email, additional concerns from neighbouring contractors in October 2025 relating to patients accessing Eastmoor Online pharmacy and the purchase of medicines.

3.1.20 With consideration to the number of reports received by neighbouring contractors, and those received after assurance was sought in writing from the contractor, the WY Primary Care Team took the opportunity to visit the contractor on 10 December 2025. The Superintendent, Ibrar Khan was present for the visit.

3.1.21 As part of the visit, we discussed the store frontage and appearance to patients (see photo at Appendix Four), accessibility of the premises to patients, the sale of General Sale List (GSL) medicines to patients attending the premises and the contractor's website.

3.1.22 Store Frontage

3.1.23 The frontage of the pharmacy gives the appearance of a pharmacy providing NHS services that people can walk in to. It was noted that this could be viewed as an offer to provide NHS Services to persons at and in the vicinity of the premises.

3.1.24 There were two posters in the window, one offering a delivery service and another offering travel vaccinations both posters contained the NHS logo. It was clarified by the superintendent at the visit that the travel vaccinations are a private service provided by the pharmacy. It was highlighted to the contractor that it is inappropriate to advertise private services and the NHS logo is protected by law – the NHS Identity Guidelines clearly state that " Primary care contractors cannot use the NHS Primary care logo to cross sell or up sell the other private i.e. non-funded, products and services they provide".

3.1.25 Accessibility by patients

3.1.26 The door to the premises was always open, and patients regularly accessed the premises, during the visit three patients accessed the premises. The premises previously hosted a community pharmacy (which closed in October 2023). The premises currently contains a consultation room, a dispensary at the rear of the building with access to via a locked keypad and a store front with shelves containing household items and GSL medicines, which included Paracetamol, Anadin etc. The superintendent advised that the consultation room is used for private services and as an office.

3.1.27 It was clear from discussions and observations at the visit, that patients from the neighbouring General Practice regularly access the premises requesting the dispensing of prescriptions. Staff informed the visiting team at the visit that the patients which accessed the premises are informed that Eastmoor Online Pharmacy is an online pharmacy, and that any prescriptions would be delivered.

3.1.28 Patients are therefore clearly used to attending the premises and being advised that their NHS prescriptions will be dispensed and delivered to them. This could be seen as an offer to provide pharmaceutical services by Kami Healthcare Ltd's staff. It could also be seen as a lack of pharmacy procedures that secure the safe and effective provision of pharmaceutical services without face to face contact at the pharmacy premises.

3.1.29 Regulations

3.1.30 Regulation 64(3)(d)(ii) Distance Selling premises: specific conditions of The National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, as amended, states in the case of pharmacy premises, the pharmacy procedures for the premises must be such as to secure—

3.1.31 (ii) the safe and effective provision of pharmaceutical services without face to face contact at the pharmacy premises between any person receiving the services, whether on their own or on someone else's behalf and the contractor or their staff,

3.1.32 Regulation 64(3)(a) Distance Selling premises: specific conditions of The National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, as amended, states Kami Healthcare Ltd must not offer to provide pharmaceutical services to persons who are present at (which includes in the vicinity of) the listed chemist premises.

3.1.33 Terms of Service of NHS Pharmacists, Part 10, Performance related sanctions and market exit, 71 Breaches of terms of service

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

3.1.35 (2) To be valid, the breach notice must include—

3.1.36 (a) the nature of the breach; and

3.1.37 (b) an explanation of how C's rights of appeal under regulation 77(1)(c) may be exercised.

3.1.38 (3) If the breach relates to a failure to provide, or a failure to provide to a reasonable standard, a service that C is required to provide, the breach notice may provide that, as regards the period during which there was a failure to provide, or a failure to provide to a reasonable standard, that service, the NHSCB is to withhold all or part of the remuneration due to C under the Drug Tariff or a determination as mentioned in regulation 91(6) in respect of that period.

3.1.39 (4) The breach notice may only provide for the withholding of all or part of the remuneration payable under a determination as mentioned in regulation 91(6) where the breach relates to a failure to provide, or a failure to provide to a reasonable standard, an enhanced service.

3.1.40 Current position

3.1.41 It must be noted that Kami Healthcare Ltd has cooperated with the review of the allegations and associated action plans. A Community Pharmacy Assurance Framework (CPAF) visit was carried out in February 2026 and following that visit the original action plan (attached at Appendix Five) has been updated to reflect actions completed to date.

3.1.42 The posters have been removed, and the front window has now been frosted (See Appendix Six) making it so that patients cannot see in and giving less of an appearance of a pharmacy providing NHS services that people can walk into.

3.1.43 During the CPAF visit there were still patients accessing the premises despite the door being always locked and the doorbell being installed.

3.1.44 Recommendation

3.1.45 PSRC are asked to review this report and is requested to endorse the attached breach notice at Appendix One."

## 4 Observations

Late observations were received by NHS Resolution in response to the representations received on appeal.

4.1 The Appellant

4.1.1 "We write further to the above appeal and the representations submitted by West Yorkshire Integrated Care Board ("WY ICB"). Please accept these supplementary observations in rebuttal of the Commissioner's representations and in support of our existing appeal. These observations clarify the chronology and draw attention to contemporaneous correspondence between Eastmoor Online Pharmacy and WY ICB which we respectfully submit is directly relevant to the assertions made in the Commissioner's representations.

4.1.2 Supporting evidence. Due to email attachment limitations, the contemporaneous correspondence and supporting evidence referred to below will be forwarded separately to NHS Resolution. Each email will clearly quote APL-4480 (legacy reference SHA/27043) in the subject line. We respectfully request that all such emails and attachments are placed on the appeal file and considered together with these observations.

4.1.3 Purpose of these supplementary observations.

4.1.4 We do not seek to minimise the concerns identified by WY ICB during its visit to Eastmoor Online Pharmacy in December 2025.

4.1.5 Our position is that, once those concerns were brought to our attention and specific actions were requested, we cooperated fully with WY ICB, implemented the required corrective measures promptly, provided documentary and photographic evidence, and participated fully in the subsequent Community Pharmacy Assurance Framework (CPAF) review.

4.1.6 WY ICB's own report expressly acknowledges that Kami Healthcare Ltd cooperated with the review and associated action plans. We respectfully submit that the subsequent chronology is important because it demonstrates the position that existed before the PSRC report recommending a breach notice was produced in April 2026, rather than simply the position observed during the earlier December 2025 visit.

4.1.7 Removal of GSL / OTC medicines

4.1.8 Following the concerns raised regarding the sale of General Sale List (GSL) medicines, the pharmacy acted promptly.

4.1.9 On 9 January 2026, Eastmoor Online Pharmacy informed WY ICB that the requested OTC changes had been completed and provided photographic evidence. Gillian Sealey acknowledged receipt and advised that the ICB would review the evidence.

4.1.10 This is independently confirmed by WY ICB's own action plan, which records that an email was received on 9 January 2026 confirming that all GSL medicines had been removed from the shelves. The subsequent CPAF visit on 24 February 2026 also recorded that all GSL products had been removed from the shelves.

4.1.11 Following the CPAF visit, Ms Sealey expressly thanked the pharmacy for removing the GSL medicines.

4.1.12 Therefore, whatever concerns may have existed previously, the ICB's own evidence confirms that the GSL issue had been acted upon and the corrective action had been physically verified by the ICB by February 2026.

4.1.13 Access, doorbell and removal of advertising

4.1.14 The pharmacy also acted upon the concerns regarding physical access and the appearance of the premises.

4.1.15 The ICB's subsequent correspondence acknowledges that the front door was being kept locked, a doorbell/intercom had been installed, the posters had been removed, and GSL medicines had been removed.

4.1.16 Following the CPAF visit of 24 February 2026, the remaining concern expressed by the ICB regarding the frontage was that, despite these measures, the clear front window could still give the appearance of a pharmacy into which members of the public could walk. The pharmacy again acted on that concern.

4.1.17 Frosting of the pharmacy frontage

4.1.18 Following the ICB's request, frosting was applied to the front window.

4.1.19 Photographic evidence was forwarded to Gillian Sealey in March 2026. On 18 March 2026, Ms Sealey expressly acknowledged receipt, stating: "Many thanks for sending this through."

4.1.20 WY ICB's own action plan independently records that photographic evidence was received in March showing that the main window had been frosted. The PSRC report itself subsequently acknowledged that the posters had been removed and the front window had been frosted.

4.1.21 Accordingly, this was not a corrective measure introduced after the decision to issue the breach notice. It had been implemented and communicated to WY ICB beforehand.

4.1.22 CPAF visit and continuing cooperation

4.1.23 Following the CPAF visit on 24 February 2026, WY ICB wrote to the pharmacy on 26 February setting out its findings and the agreed next steps.

4.1.24 The pharmacy was expressly asked to complete the actions and provide the required evidence by 30 March 2026.

4.1.25 The pharmacy responded positively and immediately, confirming that it would start actioning the requirements and asking the ICB for further guidance regarding the regulations applicable to DSP pharmacies. Ms Sealey thanked the pharmacy for its swift reply and provided further guidance. This correspondence demonstrates our continuing willingness to understand and comply with the regulatory requirements rather than disregard them.

4.1.26 Evidence submitted by the ICB's deadline

4.1.27 On 30 March 2026, the pharmacy submitted further CPAF evidence to Gillian Sealey within the deadline set by WY ICB and expressly invited her to contact the pharmacy if anything further was required.

4.1.28 On 31 March 2026, Ms Sealey acknowledged receipt and identified the evidence she considered still outstanding. The matters she identified concerned whistleblowing/raising concerns, dates on SOPs, Responsible Pharmacist logs, a fluid-spillage kit and an NMS SOP.

4.1.29 Notably, that correspondence did not identify as outstanding the removal of GSL medicines, locking of the front door, installation of the doorbell, removal of posters or frosting of the frontage.

4.1.30 We appreciate that this correspondence does not expressly state that every regulatory issue was formally closed. Nevertheless, we respectfully submit that it is relevant contemporaneous evidence of the position being communicated to us by the ICB at that time.

4.1.31 Position immediately before the PSRC report

4.1.32 Further evidence was subsequently supplied.

4.1.33 On 9 April 2026, after reviewing the additional evidence, Ms Sealey advised that only three further pieces of evidence were then required: evidence of a whistleblowing/raising-concerns policy accessible to staff, evidence of a fluid-spillage kit, and evidence of an inducement policy.

4.1.34 These were general CPAF/governance matters and were not the Regulation 64 matters subsequently relied upon in the breach notice.

4.1.35 This correspondence is particularly relevant because the PSRC report recommending the issue of the breach notice was produced by Ms Sealey shortly afterwards, on 17 April 2026, and was considered by PSRC on 29 April 2026.

4.1.36 No identified subsequent repetition

4.1.37 The Breach Notice alleges breaches of Regulations 64(3)(a) and 64(3)(d)(ii), including the provision of pharmaceutical services/support for self-care to people attending the premises.

4.1.38 However, we respectfully note that the ICB's representations do not identify a subsequent specific incident after implementation of the above measures in which Eastmoor Online Pharmacy sold GSL medicines to a patient at the premises or provided the alleged pharmaceutical service face-to-face.

4.1.39 We accept that patients may have continued to approach or attempt to access premises which had historically operated as a Boots community pharmacy. However, a patient's attendance or attempted attendance at the premises should, in our respectful submission, be distinguished from evidence that the contractor actually offered or provided pharmaceutical services face-to-face in breach of Regulation 64.

4.1.40 This distinction is particularly relevant because the ICB's own action plan stated that customers could be permitted access for household goods, while those seeking pharmacy services should be directed to contact the pharmacy remotely.

4.1.41 Response to the ICB's representations

4.1.42 The ICB states in its representations that it has clear evidence that regulations were breached and asks for the appeal to be dismissed.

4.1.43 We respectfully submit that consideration should be given to the complete chronology, rather than considering the December 2025 visit in isolation. The ICB's own documentation demonstrates that the contractor responded to the concerns, implemented the requested measures, supplied evidence and continued to cooperate with the ICB.

4.1.44 Following the original August 2025 allegations, the ICB itself records that our response provided the assurance it required and that the pharmacy was considered to be operating in accordance with the terms and conditions applicable to DSPs at that point.

4.1.45 We also respectfully clarify the statement in the ICB's representations that at no stage since April 2026 had Kami Healthcare Ltd notified WY ICB of the additional measures shown in the appeal photographs. The corrective measures relied upon in these observations were not measures first introduced after April 2026.

4.1.46 They had already been implemented and communicated to the ICB during January to March 2026, with several being expressly acknowledged or verified by the ICB before the PSRC considered the matter.

4.1.47 Request to NHS Resolution

4.1.48 We recognise that Regulation 71 concerns a breach considered not capable of remedy and permits a notice requiring a contractor not to repeat that breach. We therefore do not suggest that subsequent corrective action alone automatically determines the validity of a Regulation 71 notice.

4.1.49 However, we respectfully ask NHS Resolution to consider the nature and strength of the evidence establishing the particular breaches alleged; the chronology of the ICB's engagement with the pharmacy; the prompt implementation of the corrective measures requested by the ICB; the ICB's own subsequent verification and acknowledgement of those measures; the absence of an identified repetition of the alleged conduct following implementation of those measures; and whether, taking all these circumstances together, issuing the breach notice was necessary and proportionate.

4.1.50 Eastmoor Online Pharmacy remains fully committed to complying with the requirements applicable to Distance Selling Pharmacies.

4.1.51 If NHS Resolution considers there to be any uncertainty regarding the current arrangements at the premises, we would welcome a further on-site inspection by the ICB or other appropriate body so that the arrangements can be observed directly.

4.1.52 In light of the complete chronology and the additional contemporaneous evidence now provided, we respectfully request that the appeal be allowed and the Breach Notice dated 26 May 2026 be withdrawn."

## 5 Consideration

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

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

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

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

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

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

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

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

5.6 The Breach Notice states:

5.6.1 "*Patients have been accessing pharmaceutical services and receiving support for self-care as an essential service, which includes providing advice on managing a medical condition including, as appropriate, advice on treatment options including advice on the selection and use of appropriate drugs which are not prescription only medicines.*

*WYICB has engaged with you through site visits, correspondence (both email and letters, dated 21.08.2025 and11.12.2025), and discussions to understand patient access to the premises and the provision of pharmaceutical services. We recognise the actions you have taken to address these issues and your continued cooperation to try and resolve the issue, including Community Pharmacy Assurance Framework (CPAF).*

*We are satisfied that all reasonable steps have been taken by both parties to communicate and work collaboratively to resolve the issues identified, prior to issuing this breach notice.*

*Accordingly, WYICB considers it necessary to issue a breach notice to secure resolution,*

*You are required to ensure this breach does not recur*."

5.7 I am satisfied that the Appellant had the opportunity to engage in local dispute resolution with the Commissioner and has done so. Neither party disputes that the local dispute resolution process has been exhausted. Accordingly, I am satisfied that I may determine this matter.

5.8 The Appellant seeks to appeal against the decision of the Commissioner to issue the Breach Notice for its breach of Regulation 64(3)(d)(ii) Distance Selling premises: specific conditions, which states that in the case of pharmacy premises, the pharmacy procedures for the premises must be such as to secure—

5.8.1 *(ii) the safe and effective provision of pharmaceutical services without face to face contact at the pharmacy premises between any person*

*receiving the services, whether on their own or on someone else's behalf and the contractor or their staff*

5.9 I note Regulation 64(3) states:

5.9.1 *"(a) X must not offer to provide pharmaceutical services ... to persons who are present at (which includes in the vicinity of) the listed chemist premises;*

*(b) the means by which X provides pharmaceutical services ... must be such that any person receiving those services does so otherwise than at the listed chemist premises;*

*…*

*(d) in the case of pharmacy premises, the pharmacy procedures for the premises must be such as to secure—*

*(i) the uninterrupted provision of essential services, during the opening hours of the premises, to persons anywhere in England who request those services, and*

*(ii) the safe and effective provision of **[**pharmaceutical services**]** without face to face contact **[**at the pharmacy premises**]** between any person receiving the services, whether on their own or on someone else's behalf, and X or X's staff*."

5.10 The Breach Notice states that, "*Patients have been accessing pharmaceutical services and receiving support for self-care as an essential service, which includes providing advice on managing a medical condition including, as appropriate, advice on treatment options including advice on the selection and use of appropriate drugs which are not prescription only medicine*" and therefore the Appellant was found to be in breach of Regulation 64(3)(a) and 64(3)(d)(ii).

5.11 The Commissioner outlines the timeline of events in their representations as follows:

5.11.1 *"August 2025 – allegations received by the ICB regarding regulatory breaches at Eastmoor Online Pharmacy*.

5.11.2 *August 2025 - letter sent to the contractor by the ICB asking them to respond to the allegations*.

5.11.3 *September 2025 – contractor sent in a response to the allegations providing the ICB with assurances on the delivery of services*.

5.11.4 *October/November 2025 – further allegations received regarding regulatory breaches*.

5.11.5 *December 2025 – letter to contractor notifying them of continued allegations and of a planned ICB visit to the premises*.

5.11.6 *December 2025 – ICB visit to the contractor (contractor Superintendent was present)*.

5.11.7 *December 2025 – letter and action plan sent to the contractor following the visit requesting evidence to be submitted showing that the actions had been completed*.

5.11.8 *February 2026 – contractor visit carried out under the Community Pharmacy Assurance Framework (CPAF) to ensure that all actions and been implemented*.

5.11.9 *April 2026 – paper to PSRC recommending a breach notice be issued.*

5.11.10*May 2026 – breach notice issued to Kami Healthcare Ltd.*"

5.12 In its appeal, the Appellant submits that the Breach Notice should be rescinded because the allegations "*do not accurately reflect the present operation of the pharmacy*". It states: "*Since concerns were first raised by NHS England and subsequently discussed with WYICB and the General Pharmaceutical Council (GPhC) and site visits by both offices, we have fully cooperated with all requests, site visits, correspondence and compliance reviews. We have taken all concerns seriously and have implemented every reasonable recommendation made to us*." I note that the Breach Notice acknowledges that the Appellant has taken actions to address issues relating to patient access to the pharmacy premises and that they cooperated with the Commissioner in its investigations.

5.13 In its observations, the Appellant states that, following a visit by the Commissioner in December 2025, concerns were identified, including the sale of General Sale List (GSL) medicines, and that it took steps to address the issues raised. The Appellant further states that "*once those concerns were brought to our attention and specific actions were requested, we cooperated fully with WY ICB, implemented the required corrective measures promptly, provided documentary and photographic evidence, and participated fully in the subsequent Community Pharmacy Assurance Framework (CPAF) review*." I note the pictures provided by the Appellant showing a covered front door and empty shelves which the Commissioner states were not provided to them at any stage since April 2026 until they were provided with the appeal.

5.14 I note that the Appellant does not dispute that, at the time the concerns regarding patient access were raised, the pharmacy was in breach of Regulations 64(3)(a) and 64(3)(d)(ii). In its appeal, the Appellant submits that the Breach Notice should be rescinded because it does not identify any "*recent incidents, observations, patient complaints, inspections, witness evidence or other factual findings demonstrating that Eastmoor Online Pharmacy is currently providing pharmaceutical services in breach of Regulations 64(3)(a) or 64(3)(d)(ii)*." However, the Breach Notice relates to allegations raised and investigations undertaken by the Commissioner between August and December 2025. The relevant question is therefore whether the information available when the Breach Notice was issued established that the pharmacy

had breached those provisions, rather than whether the breach remained ongoing.

5.15 I note that the Commissioner's site-visit report records that, at the time of the visit, "*The frontage of the pharmacy gives the appearance of a pharmacy providing NHS services that people can walk in to … The door to the premises was always open, and patients regularly accessed the premises, during the visit three patients accessed the premises. There were two posters in the window, one offering a delivery service and another offering travel vaccinations both posters contained the NHS logo. … The premises currently contains a consultation room, a dispensary at the rear of the building with access to via a locked keypad and a store front with shelves containing household items and GSL medicines, which included Paracetamol, Anadin etc. The superintendent advised that the consultation room is used for private services and as an office.*" The Commissioner also states that it returned in February 2026 and observed that the pharmacy had subsequently made improvements: "*posters have been removed, and the front window has now been frosted … making it so that patients cannot see in and giving less of an appearance of a pharmacy providing NHS services that people can walk into. During the CPAF visit there were still patients accessing the premises despite the door being always locked and the doorbell being installed.*"

5.16 Although the Appellant cooperated with the investigation, complied with the associated action plans and subsequently made improvements, I consider that the Commissioner was correct to issue the Breach Notice. Regulation 71(1) applies where an NHS chemist has breached a term of service and the breach is not capable of remedy, in which case the notice may require the chemist not to repeat the breach. At the time the Breach Notice was issued, the available information indicated that the pharmacy had breached Regulations 64(3)(a) and 64(3)(d)(ii). The Commissioner's explanation that the Breach Notice was intended to ensure that the Appellant was "*required not to repeat the breach again*" was therefore consistent with the purpose of Regulation 71(1). The Appellant's subsequent cooperation and remedial action do not, of themselves, undermine the basis on which the Breach Notice was issued.

## 6 Decision

6.1 I am of the view that under NHS Resolution's powers, as set out in paragraph 9(5) of Schedule 3 to the Regulations, I may either confirm the decision of the Commissioner or substitute for that decision any decision that the Commissioner could have taken when it took that decision.

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

**Head of Appeals**
**NHS Resolution**