OFFICIAL: SENSITIVE

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

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

17 September 2026

REF: APL-8002

APPEAL AGAINST BRISTOL, NORTH SOMERSET AND SOUTH GLOUCESTERSHIRE ICB DECISION REGARDING A BREACH NOTICE AT ASDA PHARMACY, HIGHWOOD LANE, PATCHWAY BS34 5TL

1 Outcome

1.1 Pursuant to paragraph 9(5)(a) of Schedule 3 to the Regulations I substitute the decision of the Commissioner to issue the Breach Notice with a decision to issue a breach notice stating that the failure to submit the information requested in respect of the Local Health Campaigns for 2025/2026 by the stated deadlines is a breach of paragraph 18(c) of Schedule 4.

A copy of this decision is being sent to:

Asda Pharmacy
South West Collaborative Commissioning Hub, on behalf of Bristol, North Somerset and South Gloucestershire ICB

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

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APPEAL AGAINST BRISTOL, NORTH SOMERSET AND SOUTH GLOUCESTERSHIRE ICB DECISION REGARDING A BREACH NOTICE AT ASDA PHARMACY, HIGHWOOD LANE, PATCHWAY BS34 5TL

1 The Breach Notice

A Breach Notice dated 26 June 2026 was sent to Asda Pharmacy ("the Appellant") in respect of Asda Pharmacy, Highwood Lane, Patchway BS34 5TL. The Breach Notice stated:

1.1 "I am writing to inform you that at its meeting on Thursday 11th June 2026 the South West Pharmaceutical Services Regulations Committee (SW Committee) considered the issue of a Breach Notice relating to the above pharmacy. The SW Committee acts on behalf of your commissioner, NHS BNSSG ICB (the Commissioner).

1.2 This is in response to the contractor not providing the requested evidence that they participated in either of the Local health campaigns for 2025/26. The requirement to provide evidence of participation was highlighted to the above pharmacy on numerous communications, via email, to the pharmacy shared NHSmail account. The Contractor is required under their terms of service to engage with this process.

1.3 The decision was made by the SW Committee, in line with your Terms of Service for NHS Pharmacists, under Schedule 4, Part 2, Paragraph 18(b), to issue the attached Breach Notice, under regulation 71 of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, as amended.

1.4 Should you require any additional support and assistance separate from the Commissioner regarding this breach notice please contact your Community Pharmacy Local (CPL); details of your local CPL can be found here: LPCs & Local - Community Pharmacy England."

1.5 "**BREACH NOTICE**

1.6 **Name of Contractor**: Asda Pharmacy (FVE40)

1.7 **Address of Premises** Asda Pharmacy Highwood Lane, Patchway. BS34 5TL (The Contractor)

1.8 1. This is a Breach Notice issued by the BNSSG Integrated Care Board (ICB), referred to as the Commissioner in this Breach Notice, under regulation 71 of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013. Issue of this Notice has been considered and approved by the NHS South West Pharmaceutical Services Regulations Committee ("the SW Committee").

1.9 **Nature of the Breach Notice**

1.10 2. Contrary to Schedule 4, Part 2, Paragraph 18(b) of the National Health Services (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, the Contractor did not provide evidence of participating in either Local Health Campaign as requested. The Contractor is required under their terms of service to engage with this process.

1.11 **Statement of Reasons**

1.12 3. The SW CCHub, in agreement with the South West Community Pharmacy Locals (CPLs), selected two Local Health Campaigns for 2025-2026:

1.12.1 Only Order What You Need

1.12.2 Promoting the NHS App

1.13 4. For the Local Health Campaign, 'Only Order What You Need', the South West Collaborative Commissioning Hub (SW CCHub) required that evidence of participation was needed to be submitted by all contractors. Participation in the campaigns was mandatory for the contractor, and it was noted in communications that failure to participate may result in sanctions in relation to a breach of the terms of service.

1.14 5. All Contractors were sent the campaign material and clear details how to record the declaration of participation via their NHS.net email accounts on 21 November 2025. Declarations could be completed either via email or by using the MS form provided.

1.15 6. The first campaign, Only Order What You Need, ran in December 2025; and required community pharmacies to submit a declaration and results on several questions regarding the campaign. Due to the busy Christmas and New Year Holiday period the deadline to submit declarations to the campaign was extended 30 January 2026.

1.16 7. Despite numerous reminders to individual contractors and their head offices (where appropriate) by the SW CCH and Community Pharmacy Locals (CPLs) following the campaign deadline on the 31 January 2026, the contractor did not provide the requested evidence.

1.17 8. Following discussions with all the CPLs, it was agreed that rather than considering sanctions, the SW CCHub and CPLs supported the approach of

giving those contractors who did not respond to the first local campaign ‘Only Order What You Need’, the opportunity to submit a declaration and evidence for the second local campaign ‘Promoting the NHS App’, which ran from 02 March 2026 to 20 March 2026.

1.18 9. On the 20 February 2026 separate communication, via NHS.net email accounts, went out to the non-responders of the first campaign. The email set out the requirements for the non-responders to submit a declaration and evidence for the NHS App campaign due to their failure to provide evidence for the first local campaign. It was made clear that if they fail to respond for the second campaign that it may result in sanctions in relation to a breach of the Terms of Service. Full details were provided about the campaign; it was advised the campaign will run from 02 March 2026, the campaign will run for 3 weeks (02 March 2026 to 20 March 2026), and that the contractors must participate for a minimum of 2 weeks.

1.19 10. A reminder was sent out on 13 March 2026 to the second campaign via the Contractor’s generic NHS.net email account and head office contacts (where appropriate).

1.20 11. There were also reminders in the NHS South West Collaborative Commissioning Hub Pharmacy Bulletins, sent on 22 February 2026, 02 March 2026 and 27 March 2026, promoting the campaign deadline.

1.21 12. Despite the reminders, the Contractor failed to return any evidence of participation to the SW CCHub by the deadlines given for either campaign.

1.22 13. The SW Committee determined to issue Breach Notices for all contractors who did not provide the requested evidence that they had taken part in the Local Health Campaigns as the campaigns have finished and cannot be completed.

1.23 14. The decision was made by the SW Committee, in line with the Terms of Service for NHS Pharmacists under Schedule 4, Part 2, Paragraph 18(b).

1.24 15. In deciding this, the SW Committee noted the contractual requirement and the length of time given to provide the required information, plus the allowance afforded for those who did not respond to the first campaign to do so for the second campaign. Also noting that several reminders were sent to Contractors throughout the time period for both campaigns the SW Committee was satisfied there is nothing presented to suggest that non-compliance is justifiable in any of the cases.

1.25 16. The SW Committee approved the issuing of a Breach Notice under Regulation 71 of the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, for failure to take part in the Local Health Campaigns as requested.

1.26 **Action Required**

1.27 17. The Contractor is required not to repeat the breach.

1.28 **Right of Appeal**

1.29 18. You have a right of appeal to the Secretary of State against the issuing of this Breach Notice and any related payment withholding. Should you choose to appeal, you should send a concise and reasoned statement of the grounds for your appeal within 30 days of the date of this letter to:

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

Email: nhsr.appeals@nhs.net

1.30 Please note that you can seek advice and support from your LPCs & Local - Community Pharmacy England. who are your statutory representative body."

2 The Appeal

In an email dated 8 July 2026 addressed to NHS Resolution, the Appellant appealed against Bristol, North Somerset and South Gloucestershire ICB's ("the Commissioner") decision. The grounds of appeal are:

2.1 "I am writing on behalf of Asda Pharmacy FVE40, Patchway (ODS FVE40), to appeal the Breach Notice issued in relation to the 2025/26 Local Health Campaign requirements.

2.2 Whilst we acknowledge that a declaration of participation was not submitted via the required process, we respectfully request that the breach notice is reconsidered on the following grounds.

2.3 The Pharmacy did actively participate in both local health campaigns during the required period. The Pharmacist Manager at the Pharmacy, has confirmed that campaign materials for both the NHS App campaign and the "Only Order What You Need" campaign were displayed within the Pharmacy as required. Photographic evidence of the NHS App campaign is attached, and the "Only Order What You Need" promotional material continues to be displayed in the Pharmacy.

2.4 The Pharmacy's understanding was that participation requirements had been met through completion of the campaign activity in store. Had the Pharmacy been aware that a declaration had not been received, evidence would have been submitted promptly. The Pharmacist Manager stated that the only correspondence received regarding the matter was the breach notice itself and that he would have responded immediately had he been aware that evidence was outstanding.

2.5 Whilst we accept that the declaration process was not completed, there was no intention to disregard the campaign requirements, and the Pharmacy can

demonstrate that the campaigns were actively supported and promoted to patients throughout the relevant period.

2.6 Given that the underlying objective of the contractual requirement—to participate in and promote the local health campaigns—was fulfilled, we respectfully request that the Breach Notice is reviewed and withdrawn.

2.7 I have provided supporting evidence, including photographs of the campaign materials displayed within the Pharmacy and a copy of the MS Survey completed (which was completed once the breach notice was issued and Pharmacy team were made aware to complete).

2.8 Thank you for your consideration and I look forward to your response."

3 Summary of Representations

This is a summary of representations received on the appeal.

3.1 The Commissioner

3.1.1 "Thank you for your email dated 21 July 2026 inviting representation in response to the appeal received against the decision made by the South West Pharmaceutical Services Regulations Committee (SW Committee) on behalf of NHS Bristol, North Somerset and South Gloucestershire Integrated Care Board (the Commissioner) to issue a Breach Notice to Asda Pharmacy (FVE40) referred to in the breach as the 'Contractor'.

3.1.2 Please can I ask you to treat the attached, as part of the Commissioner's representations on this appeal:

3.1.2.1 Appendix A – Email of 10 February 2026 received from the BNSSG ICB '20260210 BNSSG Community Pharmacies: Only Order What You Need Campaign'

3.1.2.2 Appendix B – Email of 20 February 2026 sent to the contractor 'FOR ACTION Mandatory Pharmacy Health Campaign: Promoting the NHS App (02-20 March 2026)'

3.1.2.3 Appendix C – Email of 13 March 2026 sent to the contractor Gentle Reminder FOR ACTION Mandatory Pharmacy Health Campaign: Promoting the NHS App (02-20 March 2026)

3.1.2.4 Appendix D – SW community Pharmacy bulletin sent to all SW pharmacies on 27 March 2026

3.1.2.5 Appendix E – Copy of the decision from the June 2026 PSRC Meeting

3.1.2.6 Appendix F – Copy of the Breach Notice sent to the contractor

3.1.2.7 Appendix G – Email trail of 29 June 2026 from the deputy Superintendent

3.1.3 NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 contain a clear contractual requirement for pharmacies to participate in two Local Health Campaigns. All contractors were requested by the Commissioner to provide evidence of participation in both Local Health Campaigns, to include the number of people who have been provided information as part of the campaign and information which was reasonably requested for evaluating the effectiveness of the campaign.

3.1.4 The South West Collaborative Commissioning Hub (SW CCHub), on behalf of the Commissioner and in agreement with the South West Community Pharmacy Locals (CPLs), selected two Local Health Campaigns for 2025/2026:

3.1.4.1 Only Order What You Need

3.1.4.2 Promoting the NHS App

3.1.5 For the first Local Health Campaign, 'Only Order What You Need', participation in the campaigns was mandatory for all contractors in the NHS Bristol, North Somerset and South Gloucestershire (BNSSG) Integrated Care Board (ICB). The BNSSG ICB ran the campaign at a different time to the other ICB's in the South West and facilitated the running of the campaign. The ICB confirmed Asda Pharmacy (FVE40) was a non-responder to the first Local Health Campaign (Appendix A).

3.1.6 The BNSSG ICB, in agreement with all South West CPLs and the SW CCHub, agreed to postpone contractual sanctions and provide the opportunity to those non-responders from their first campaign, Only Order What You Need, to be given a second opportunity to submit a declaration and evidence for the second Local Health Campaign, Promoting the NHS App, which ran from 02 March 2026 to 20 March 2026. Asda Pharmacy (FVE40) was one of the contractors the ICB asked to be included to submit a mandatory return as they had not responded to the first campaign.

3.1.7 On 20 February 2026 separate communication went out to all non-responders of the first Local Health Campaign. The email set out the requirements for the non-responders to submit a declaration and evidence for the Promoting the NHS App campaign due to their failure to participate in the first Local Health Campaign. It was made clear that if they fail to respond for the second campaign that it may result in sanctions in relation to a breach of the Terms of Service. Full details were provided about the campaign; it was advised the campaign will run from 02 March 2026, the campaign will run for 3 weeks (02 March 2026 to 20 March 2026), and that the contractors must participate for a minimum of 2 weeks. The deadline of 23:59 on 20 March 2026 was stated in the email for contractors to complete and submit the

declaration by. The email was sent to the Contractor's pharmacy specific NHS.net Connect email account (formally NHSmail): pharmacy.FVE40@nhs.net (Appendix B).

3.1.8 A reminder was sent out on 13 March 2026 for the non-responders to the second campaign via the Contractor's pharmacy specific NHS.net Connect email account, this was also sent to two Asda Stores Limited head office contacts for the Contractor (Appendix C).

3.1.9 There was also a reminder in the NHS SW CCHub Pharmacy Bulletin, sent on 27 February 2026, promoting the campaign deadline (Appendix D).

3.1.10 On the 11 June 2026, the South West Pharmaceutical Services Regulatory Committee (SW Committee) considered issuing breach notices to contractors that did not provide any evidence that they participated in either of the Local Health Campaigns for 2025/26. The issuing of a Breach Notice was recommended to the SW Committee for the Contractor as the completion window for both 2025/26 Local Health Campaigns passed, could no longer be completed within the timelines agreed by the Commissioner and CPLs and there was no confirmation from the Contractor whether they participated in either campaign.

3.1.11 The decision was made by the SW Committee, in line with the Terms of Service for NHS Pharmacists, under Schedule 4, Part 2, Paragraph 18, to issue a Breach Notice, under regulation 71 of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, as amended (Appendix E).

3.1.12 On the 26 June 2026 the Breach Notice was sent to the Contractor's pharmacy specific NHS.net Connect email account, providing a statement of reasons and advising the Contractor not to repeat the breach again (Appendix F).

3.1.13 On 29 June 2026 an email was received by the SW CCHub from the deputy superintendent of Asda Stores Limited advising that the pharmacy manager for Asda Patchway said that they had taken part in the campaigns and that they still had a leaflet displayed. The deputy superintendent advised that they were going to appeal the Breach Notice. A statement was provided in response by the SW CCHub that the pharmacy may have taken part in the campaigns but they had not declared they had taken part in either campaign nor had they provided evidence that they had taken part in the campaign until after the Breach Notice was sent over (Appendix G).

3.1.14 In their letter of appeal, the Contractor states by their own admission that they did not declare participation in either of the Local Health Campaigns and that this resulted in the Breach Notice being applied. The Contractor was provided the opportunity to declare participation in both campaigns within the required timeframe; however, no declarations were submitted. As a result, participation could not be

verified or evidenced. Consequently, the breach was applied appropriately and in accordance with the relevant requirements and guidance, as the Contractor had not fulfilled the necessary declaration process despite having been given opportunities to do so.

3.1.15 The contractor also states in their appeal letter that the pharmacy manager only received the Breach Notice and that this was the first correspondence they had received regarding the Local Health Campaigns. However, all Local Health Campaign communications, guidance and supporting materials were issued to the Contractor's pharmacy specific NHS.net Connect email address. The Contractor states that the health campaign resources were displayed in the pharmacy. This raises the question of how the pharmacy obtained the campaign materials if, as claimed, no previous communications regarding the Local Health Campaigns had been received prior to the Breach Notice being received.

3.1.16 It should also be noted that, although the contractor ultimately submitted a Declaration of Participation for the Local Health Campaigns, this was not received until after the Breach Notice had been issued. The declaration was submitted considerably after the stated deadline of 23:59 on 20 March 2026 that was communicated to all contractors for confirming participation in the campaign. As such, the declaration was not submitted within the required timeframe and only followed receipt of the Breach Notice.

3.1.17 The Commissioner appreciates the pressures facing community pharmacies; however, it is of the view that the Local Health Campaigns, the Contractor had numerous communications about participating in the campaigns and the requirements to provide a declaration. The Commissioner maintains the decision to issue the Breach Notice to the Contractor was justified and necessary and requests that the appeal be rejected."

4 Observations

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

5 Consideration

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

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

5.2 I note that in the Regulations an NHS Chemist means "*an NHS appliance contractor or an NHS pharmacist*". An NHS pharmacist is defined as "*a person*

included in a pharmaceutical list of the type referred to in regulation 10(2)(a);". Regulation 10(2)(a) states:

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

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

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

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

5.5 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 "*Contrary to Schedule 4, Part 2, Paragraph 18(b) of the National Health Services (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013, the Contractor did not provide evidence of participating in either Local Health Campaign as requested. The Contractor is required under their terms of service to engage with this process.*"

5.7 The Breach Notice goes on to detail the process by which the Commissioner notified the Appellant of the requirements and the deadline for actions to be completed in relation to both campaigns. I note that an initial email was sent out to all pharmacy contractors on 21 November 2025 regarding the first campaign 'Only Order What You Need' which included the campaign material and details of how to record a declaration of participation via their NHS.net email accounts. I note that this first campaign ran in December 2025 and the Breach notice states that "*Despite numerous reminders to individual contractors and their head offices (where appropriate) by the SW CCH and Community Pharmacy Locals (CPLs) following the campaign deadline on the 31 January 2026, the contractor did not provide the requested evidence.*"

5.8 The Breach Notice states that it was subsequently decided that all non-responders to the first campaign should be given the opportunity to submit a declaration and evidence for the second campaign, 'Promoting the NHS App', which ran in March 2026. I note that on 20 February 2026 an email was sent out to all non-responders of the first campaign setting out requirements for the second campaign and advising that if they failed to respond to this campaign it may result in sanctions in relation to a breach of the Terms of Service. The email indicated a deadline of 20 March 2026 for contractors to complete and submit a declaration. The Breach Notice also states that a reminder was sent on 13 March 2026, as well as reminders in the NHS South West Collaborative Commissiong Hub's Pharmacy Bulletins sent on 22 February, 2 March and 27 March. The Commissioner has provided copies of the emails dated 20

February and 13 March 2026, together with a copy of the SW community Pharmacy bulletin sent to all South West pharmacies on 27 March 2026 with its representations.

5.9 I am of the view that the Appellant had opportunities to contact the Commissioner following the emails of 20 February and 13 March 2026 which both indicated that it had not responded to the first campaign and that failure to participate in the second campaign may result in sanctions, but it did not do so. I note that following the issuing of the Breach Notice, the Appellant emailed the Commissioner on 29 June 2026 stating that it had participated in both campaigns and asking the Commissioner to look into the matter. The Commissioner responded to explain that no evidence had been provided for either campaign and that it had checked that the Appellant had been included in all communications sent out for the campaigns. Although the contact was brief, I note that there is no dispute raised by either party that the local dispute resolution process has not been exhausted. Given that both parties do not dispute that local dispute resolution has been exhausted, I am content that I can deal with this matter.

5.10 Schedule 4, Part 4, paragraph 18 of the Regulations states:

18. *An NHS pharmacist (P) must, at the request of NHS England, ensure that—*

(a) P (including P's staff) participates, in the manner reasonably requested by NHS England, in up to 6 campaigns in each financial year to promote health messages to users of P's pharmacy;

(b) where requested to do so by NHS England, P records the number of people to whom P (including P's staff) has provided information as part of one of those campaigns ; and

(c) where requested to do so by NHS England, P sends to NHS England by means of an electronic communication of the type specified in the request—

(i) the number recorded pursuant to sub-paragraph (b), and

(ii) information which is reasonably requested by NHS England, and which is in an anonymised form if it would otherwise identify any person to whom information was provided as part of the campaign, for the purposes of evaluating the effectiveness of the campaign and policy development.

5.11 I note that the Appellant seeks to appeal against the Breach Notice explaining that they did actively participate in the two campaigns during the required periods and providing photographic evidence for both. However, the Appellant's understanding was that the requirements had been met through completion of the campaign activity in store and it states that evidence would have been submitted had it realised this was required. I note there is no dispute that the Appellant did not complete the declaration process. Whilst the Appellant has now submitted a declaration of participation for the NHS app campaign, I note that this was only completed after receipt of the Breach Notice.

5.12 The Appellant states that "*The Pharmacist Manager stated that the only correspondence received regarding the matter was the breach notice itself and that he would have responded immediately had he been aware that evidence was outstanding.*" I note that I have not been provided with any details or copies of communications sent to the Appellant in advance of the first campaign. However, the Commissioner, in its representations, states that the emails dated 20 February and 13 March 2026 regarding participation in the second campaign were sent to the Appellant's NHS.net Connect email address. I note that the same email address was used when sending the Breach Notice to the Appellant, and that this was received. I also note the Commissioner's comment that "*…all Local Health Campaign communications, guidance and supporting materials were issued to the Contractor's pharmacy specific NHS.net Connect email address. The Contractor states that the health campaign resources were displayed in the pharmacy. This raises the question of how the pharmacy obtained the campaign materials if, as claimed, no previous communications regarding the Local Health Campaigns had been received prior to the Breach Notice being received.*" The Appellant has not responded to explain why the Breach Notice was received, but the previous correspondence regarding the campaigns had not been. On the information available, I consider that sufficient notice of the requirements was provided.

5.13 Whilst I am sympathetic regarding the situation faced by the Appellant having apparently participated in both campaigns, I am of the view that the Appellant has a responsibility to comply with the requirement to submit such information as is reasonably requested by the Commissioner, as set out in the Regulations.

5.14 Given that the Appellant has now provided a declaration for the NHS App campaign which includes answers to "*Total number of conversations about the NHS APP campaign occurred within the pharmacy during the period of the campaign*" and "*How many patients as a result of your conversations about the campaign, did you assist in accessing the NHS APP*", I consider that it is reasonable to conclude that the Appellant kept a record of the number of people to whom it provided information as part of the NHS App campaign in accordance with paragraph 18(b) of Schedule 4.

5.15 However, I am of the view that the Appellant's failure to submit the information requested in respect of both Local Health Campaigns by the stated deadlines is a breach of paragraph 18(c) of Schedule 4 to the Regulations.

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

5.16.1 the Appellant did not return the information requested by the Commissioner regarding the Local Health Campaigns for 2025/26 by the required deadlines;

5.16.2 such action constitutes a breach of the Appellant's terms of service as set out in paragraph 18(c) of Schedule 4 to the Regulations; and

5.16.3 the Commissioner was entitled to issue the Breach Notice.

5.17 As referred to earlier, the Appellant provided the information after the Breach Notice had been issued. I therefore do not believe substituting the Breach Notice for a Remedial Notice would serve any purpose.

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 substitute the decision of the Commissioner to issue the Breach Notice with a decision to issue a breach notice stating that the failure to submit the information requested in respect of the Local Health Campaigns for 2025/2026 by the stated deadlines is a breach of paragraph 18(c) of Schedule 4.

Head of Appeals
NHS Resolution