

Government Response: The National Health Service (General Dental Services Contracts and Patient Charges) (Wales) Regulations 2026

Technical Scrutiny point 1: Section 60(2) of the 2006 Act requires general dental services contracts to require payments to be made in accordance with directions under section 60, although included within the section which provides direction-making powers, section 60(2) itself is not a direction-making power and so section 60(4) does not apply as no directions are being made. The principal Regulations set out what must be included in a contract and so set out that the contract must include provision for payment to be made in accordance with directions under section 60 in order to ensure the contract is compliant with section 60(2). It is accepted that the power to make this requirement by regulations sits in section 61(1) and not in section 60(2).

Technical Scrutiny point 2: The Welsh Government notes the phrase "except where the context otherwise requires" has been identified in drafting guidance as generally unhelpful. The limited circumstances in which it was intended that the definition of "contract" should not apply relates to a contract for telephone services as referred to in paragraph 13 of Schedule 3 to the Regulations and a contract with a sub-contractor as referred to in paragraph 32 of Schedule 3 to the Regulations. The contract and any associated directions may assist in providing context.

This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 3: Although contracts persist until terminated the term "contract year" is intended to convey the annual nature of the contract cycle as it relates to revisions, the period over which the delivery of mandatory services are calculated (see regulation 18) and the annual nature of the payment arrangements. The Welsh Government considers the position to be sufficiently clear and believes the term is likely to be correctly understood by the profession. Further consideration will be given as to whether further clarity can be provided in the contract and payment directions. No amendment is proposed.

Technical Scrutiny point 4: The de-listing process applies "de-listing" to a patient in certain circumstances. It is accepted that the definition may have been clearer if "de-listed" was used. It is framed by reference to a patient who "ceases to be an active patient" because "de-listing" describes the outcome — removal from the contractor's active patient list — rather than a step in a procedure.

The reference should be to paragraph 16 of Schedule 1. The Welsh Government does not consider this will prevent the effective operation of the relevant provisions. This will be considered for amendment when an appropriate opportunity arises.

The definition should also refer to paragraph 3 of Schedule 3. The Welsh Government does not consider this will prevent the effective operation of the relevant provisions. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 5: The de-listing process is designed to ensure procedural fairness. The obligation to de-list does not arise unless and until the full

process, including the exercise of the contractor's discretion based on the response by the patient, has been completed. The obligation to de-list is therefore conditional in some circumstances, not immediate. The "must de-list" outcome only arises then if no such satisfactory response is received within the 14-day period. This will be considered for amendment when an appropriate opportunity arises.

The use of "practice" alongside "contractor" throughout Schedule 3 reflects the operational reality that the physical practice premises and the contracting entity may be distinct; both terms are used to acknowledge this without intending any difference in legal obligation. The Welsh Government acknowledges that using the same term would make the law more accessible. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 6: The General Dental Council (GDC) is a well-established statutory body created by section 1 of the Dentists Act 1984, whose role and status are well understood within the dental sector for whom these Regulations are primarily intended. The Welsh Government considered that the inclusion of a formal definition cross-referring to that Act was unnecessary given the GDC's prominence and the specific professional context of the instrument. The definitions of "dentist", "dental nurse", "dental hygienist", "dental therapist" and "dental care professional" in regulation 2 all describe GDC-regulated professionals by reference to GDC registration, recognition or listing, so the GDC's role is clear from context. No amendment is proposed.

Technical Scrutiny point 7: "Registered dental professional" is used in regulation 2 to describe individuals who are on the register of dental care professionals maintained by the General Dental Council. The term is used as an umbrella description of the various categories of dental care professional who can be enrolled on that register (including dental nurses, dental hygienists, dental therapists and others). The meaning is clear from the regulatory context: the register of dental care professionals is the register maintained under the Dentists Act 1984 and registration on it is what makes an individual a "registered dental professional" for these purposes. The Welsh Government considers this is sufficiently clear in context. No amendment is proposed.

Technical Scrutiny point 8: "Registered" would be an alternative; the use of the word "recognised" links to the definition of "recognised professional titles". It is not considered that the use of the word "recognised" will cause difficulty in understanding what is required because the requirement to be registered is set out elsewhere in the Regulations. Nonetheless, in the interests of clarity and consistency, this will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 9: "Core supportive functions", "extended duties" and "approved training" are recognised terms within the dental profession. 'Core supportive functions' refers to the baseline duties of registered dental nurses as described in the General Dental Council's Scope of Practice. "Extended duties" means additional responsibilities undertaken only following specific post-qualification training, and "approved training" refers to further education delivered by an approved provider and recognised by the General Dental Council or relevant awarding bodies for safely undertaking such duties. Whilst it was not considered that these terms require further clarification in the Regulations as they will be understood by the profession, the Welsh

Government acknowledges that including such clarification would improve the accessibility of the instrument. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 10: The items of treatment listed in the definition of "dental therapist" reflect the scope of practice that a qualified dental therapist is competent to provide, as determined by the General Dental Council's fitness to practise and training framework. The list is not exhaustive of everything a dental therapist may ever do but identifies the treatments relevant to the General Dental Services (GDS) context. Clinical competence is separately governed by professional regulation and is not restated in these Regulations. The contract sets out in more detail how dental therapists are to be deployed within the service. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 11: "A regulator" in the definition of "direction pending an investigation" is intended to encompass any body with regulatory functions over the professional in question in the relevant circumstances. The term is left general to ensure the provision operates correctly in relation to all regulated professionals who might be performing services under a GDS contract, without requiring the instrument to list every regulatory body whose regulatory processes may be relevant. The Welsh Government considers this approach is appropriate but accepts more detail would assist.

This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 12: The Welsh Government accepts this is a surplus definition but does not consider that the fact a definition for "director of a body corporate" is included in the Regulations affects any operative provisions. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 13: An "exempt patient" is a patient who is an "exempt person" and who is receiving a course of treatment to which dental charges would ordinarily apply. "Exempt person" is a wider definition which includes individuals who meet an exemption criterion but are not patients. No amendment is proposed.

Technical Scrutiny point 14: The intended distinction is between planned/routine treatment (standard care) and emergency treatment (urgent care). The definition of "guarantee period" where it refers to "urgent care package" refers to an "urgent care appointment" which is also defined. Whilst the lack of clarity can be addressed through the contract and directions the Welsh Government does not anticipate that the lack of clarity will create any genuine uncertainty. No amendment is proposed.

Technical Scrutiny point 15: The reference to "relevant time" in the definition of "health service body" is intended to accommodate the fact that the names of such bodies may change over time. The definition identifies the bodies currently known by particular names but uses the formula to ensure that a body which was previously known by a different name but is otherwise described in the definition also falls within it. The "relevant time" is the time at which the question whether an entity is a health service body falls to be determined — that is, the time at which the relevant

obligation or right under the Regulations is being exercised. The same formulation applies to the reference in paragraph 67(6) of Schedule 3, which uses it to identify historic incarnations of relevant bodies for the purpose of counting relevant regulatory or disciplinary events. The Welsh Government considers this is a standard and appropriate drafting technique. No amendment is proposed.

Technical Scrutiny point 16: The definition of "interim delivery report" is unused. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 17: The Welsh Government notes the unnecessary repetition. As to the definitions being the same, they are a similar concept described differently because the one only relates to new patients. The Welsh Government does not anticipate that the formulation used will create any genuine uncertainty. No amendment is proposed.

Technical Scrutiny point 18: An "interim suspension order" under the Dentists Act 1984 may be made by the General Dental Council in respect of either a dentist (entered on the dentists' register) or a dental care professional (entered on the register of dental care professionals). Both registers are defined in regulation 2 of the Regulations. The definition of "interim suspension order" is intended to cover both registers and both categories of professional. The Welsh Government considers that, read together with the other definitions and the overall professional regulatory context, this is sufficiently clear and does not give rise to any immediate practical difficulty. However, the Welsh Government acknowledges that distinguishing between the two registers would aid clarity, and this will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 19: "Health care professions" and "health care professionals" in the relevant definitions are intended to refer to the various regulated health care professions whose practitioners may deliver or supervise services under a GDS contract. The terms encompass those regulated under the Health and Social Work Professions Order 2001, the Dentists Act 1984, the Medical Act 1983 and equivalent instruments. No statutory cross-reference was included because the intent is to encompass any regulated health care professional who may be involved in the clinical delivery of dental services, rather than to limit the scope to a fixed statutory list which might not keep pace with changes to the regulatory framework. Whilst the Welsh Government does not consider this approach gives rise to any immediate practical difficulty, it is accepted that the inclusion of further clarification would improve the accessibility of the instrument. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 20: The Welsh Government accepts that defining "listed" as a standalone adjective in the context of "listed drugs, medicines or dental appliances" could cause confusion given other uses of "listed" elsewhere in the Regulations (including listed performers). The term is intended to refer to drugs, medicines and dental appliances that have been approved for use in primary dental care services as published by NHS Wales (previously the Dental Practitioners Formulary and now maintained through NHS Wales arrangements). The Welsh Government considers that defining the full phrase "listed drugs, medicines or dental

appliances" in one composite definition would have been clearer and will bear this in mind for future instruments. Whilst the Welsh Government does not consider the current formulation creates a functional problem, as the context in each case makes the intended reference clear, in the interests of improved accessibility this will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 21: An "authorised prescriber" in the context of the definition of "prescription form" is intended to mean a person who is authorised by law to prescribe the relevant drugs, medicines or dental appliances in a primary dental care setting. That would include a dentist (as a prescriber within the GDS contract), a medical practitioner, or a non-medical prescriber such as a dental therapist or dental hygienist who holds an independent prescribing qualification recognised by the GDC. The term is distinct from "prescriber" because the definition of "prescription form" is concerned with the document (the form used), which may be issued by any person authorised to prescribe in the relevant context, whereas "prescriber" is defined for the purpose of the specific prescribing obligations within the contract. The Welsh Government considers the term is sufficiently clear in context but accepts it could be clearer. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 22: The Welsh Government accepts this point. In the definition of "private dental services" in regulation 2, the reference to "the National Health Service (Wales) Act 2006" should use the defined term "the 2006 Act" as established earlier in regulation 2. This is a non-substantive drafting error that does not affect the meaning of the provision. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 23: "NICE" is an abbreviation for the National Institute for Health and Care Excellence, which is the national body responsible for providing national guidance and advice to improve health and social care. NICE guideline CG19 is the guidance on dental recall: recall interval between routine dental examinations, published by NICE. The Regulations use it to define a "recall appointment" as an appointment for a patient at the interval recommended by NICE guideline CG19. The guideline is publicly available on the NICE website. Whilst the Welsh Government considered a full definition unnecessary given the universal recognition of NICE, it is accepted that a footnote to the specific guidance would assist the reader. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 24: The Welsh Government accepts this point. In the definition of "recognised professional titles" in regulation 2, the reference to "the Dentists Act 1984" should use a defined short title for that Act. This will be considered for amendment when an appropriate opportunity arises. No amendment is proposed in respect of the legislation listed at paragraphs (b)(ii)–(iv).

Technical Scrutiny point 25: The 72-hour period in the definition of "urgent care appointment" is intended to run from the point of first contact by the patient (or on the patient's behalf) with the contractor, seeking an urgent appointment. This is the trigger point in the scheme: the contractor must be able to offer an appointment within 72 hours of that first contact. Where it would be clinically inappropriate to treat the

patient within 72 hours, the contract provides for the appointment to be offered as soon as reasonably practicable thereafter. The Welsh Government accepts that the definition does not expressly state the trigger point and that this could have been made clearer but considers that the operational context makes the intended meaning sufficiently clear in practice. No amendment is proposed.

Technical Scrutiny point 26: The Welsh Government accepts this point. In regulation 3(b), the reference to the Dentists Act (Amendment) Order 2005 should use the defined short title for that instrument (as established in regulation 2). This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 27: The Welsh Government accepts this point. Regulation 4 contains duplicate paragraph numbering: there are two paragraphs numbered (3). This is a drafting error. The second paragraph (3) should be numbered (4) (and the subsequent numbering adjusted accordingly), although it should be noted that consequential corrections to the cross-references within the Regulations would not need to be amended. This is a non-substantive error in the sense that the intended content of both paragraphs is clear, but the duplication creates referencing difficulties. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 28: Regulation 22 requires contractors to report the percentage of NHS activity delivered, and regulation 24 similarly requires a mid-year report on activity percentages. Regulations 27 and 28 impose consequences that depend on the "sum total of the percentage reported" under those provisions. The intended meaning is that regulations 27 and 28 operate by reference to the overall aggregated percentage of activity delivered across all reporting categories, rather than each individual percentage separately. The Welsh Government accepts that "sum total of the percentage" is an unusual formulation — the more natural expression would be "the aggregate of the percentage reported" — and that the references to plural/singular are not entirely consistent across regulations 22, 24, 27 and 28. However, the operational intent is clear and the contract will be used to aid clarity. No amendment is proposed.

Technical Scrutiny point 29: The Welsh Government accepts this point. The cross-reference in regulation 29 to "regulation 27(1)(a)" is incorrect. Regulation 27 does not have a sub-paragraph numbered (1)(a) in the form cross-referenced; the intended reference is to regulation 27(a). This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 30: The reference should be to regulation 30(1)(a). The intention is clear as regulation 30(2) only refers to circumstances where the Local Health Board is making a payment to the contractor. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 31: The Welsh Government does not accept this point. Section 12 of the 2006 Act provides a general power to direct Local Health Boards as to the exercise of their functions. It does not relate to guidance.

Technical Scrutiny point 32: A "cluster" in the NHS Wales primary care context is a defined organisational structure established by the relevant Local Health

Board within its geographical area, through which primary care contractors (including GDS contractors) collaborate on service development, quality improvement and clinical governance. Clusters are the primary vehicle through which primary care professionals in Wales engage with the Local Health Board on planning and improvement activity. Membership of a cluster is a standard requirement for NHS primary care contractors in Wales and the cluster framework has been operational since 2014. The term is well understood within the primary dental care sector but the Welsh Government accepts this could be clarified. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 33: The Welsh Government accepts this point. The intended reference in regulation 36(2) is to regulation 17(2) (and, where the non-existent regulation 16(3) is referenced, to regulation 17(3)). This will be considered for amendment when an appropriate opportunity arises

Technical Scrutiny point 34: The Welsh Government notes the points raised. The errors in sub-paragraphs (a) to (d) have been corrected in the English text of Schedule 1 by the Amending Regulations. The Welsh Government acknowledges that the corresponding corrections have not been made to the Welsh text of Schedule 1 by the Amending Regulations. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 35: The Welsh Government considers that paragraph 20(1)(a) can be taken to be correctly cross-referencing paragraph 17(b), because the operative question at that stage is whether the contractor has completed the paragraph 17(b) consideration and decided to proceed. Whilst the Welsh Government does not consider this gives rise to any immediate practical difficulty, it is acknowledged that a reference to paragraph 18 would have been clearer. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 36: Both paragraphs are intended to carry the same meaning. Whilst the wording is inadvertently different in each, the effect is the same as it is only the LHB that would be carrying out such an audit. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 37: The de-listing provisions in paragraph 45 of Schedule 1 in relation to prevention services form part of the broader de-listing framework. The initiation of the process in relation to prevention services operates through the general grounds for de-listing set out in Schedule 3, paragraph 4, which apply across all services. There is no separate initiating provision for prevention-specific de-listing because the trigger grounds are the same regardless of the service type; the consequence — that the patient ceases to receive prevention services — flows from the general de-listing provisions operating in relation to the specific service. It is accepted this could be clearer. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 38: The Welsh Government accepts this point. The Welsh Government will seek to correct the English shoulder note to read "Regulation 2" and to complete the shoulder note in both languages so that it accurately reflects all the provisions to which Schedule 2 relates. This is a non-

substantive error. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 39: "Contract holder" is used in Schedules 2 and 5 to refer to the person who holds the GDS contract — that is, the "contractor" as defined in regulation 2. The two expressions are intended to be synonymous. "Contract holder" was used in those Schedules (which are primarily tables of charges and activity categories) as a more immediately descriptive term in a tabular context. The Welsh Government accepts that consistent use of the defined term "contractor" throughout would have been preferable. However, the Welsh Government does not consider the terminological variation causes any functional ambiguity given that "contractor" is clearly defined in regulation 2 and "contract holder" is used only in a tabular context where the reference is obvious. No amendment is proposed.

Technical Scrutiny point 40: The Welsh Government accepts that the inconsistencies in presentation between Schedules 2 and 5 — including the abbreviation "3rd OHE visit" in one Schedule and "3rd Oral Health Education visit" in the other, and differing presentations of laboratory charges — are presentational deficiencies that could cause confusion. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 41: The Welsh Government accepts this point. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 42: The Welsh Government accepts this point. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 43: The Welsh Government accepts this point. The Welsh Government will seek to correct the expression in accordance with gender-neutral drafting standards. This is a non-substantive error. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 44: A "preferred performer" in the context of paragraph 2 of Schedule 3 is a dental practitioner nominated by the patient as their preferred provider of dental services under the contract. The term is not separately defined because the concept is immediately clear from context: it is the performer whom the patient prefers to be seen by, not a term of art carrying a wider technical meaning. The use of "practitioner" in paragraph 2(1)(a) and "dental practitioner" elsewhere in paragraph 2 is a presentational inconsistency rather than a substantive distinction — both refer to a dental practitioner within the meaning of regulation 2. No amendment is proposed.

Technical Scrutiny point 45: The Welsh Government does not accept that paragraph 5(3) of Schedule 3 is ambiguous as to the number of notifications required. In any event section 7 of the Legislation (Wales) Act 2019 means this would be interpreted in line with what was intended. The Welsh Government considers the provision is clear and no amendment is proposed.

Technical Scrutiny point 46: The Welsh Government accepts this point. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 47: The provision is intended to require contractors to inform the Local Health Board of their Welsh-language capabilities — for example, the number of Welsh-speaking practitioners and staff they have — so that the Local Health Board can accurately record and report on Welsh-medium dental service availability in its area. It is not intended to require notification on every occasion that services are provided in the Welsh language. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 48: Paragraph 24(3) of Schedule 3 refers to "health care professional" in a context where paragraph 24(1) refers to "dental care professional". The Welsh Government accepts that consistency in terminology would be preferable. Paragraph 24(3) is intended to apply to dental care professionals in the same way as paragraph 24(1). This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 49: Paragraph 25(2) refers only to paragraph 22 because paragraph 23 applies to dental care professionals, not dental practitioners, and is therefore irrelevant in a context where a dental practitioner needs to be temporarily engaged in an emergency. No amendment is proposed.

Technical Scrutiny point 50: The purpose of disapplying paragraph 60 (termination by agreement) is to protect the sub-contractor: without this exclusion, the Local Health Board and the main contractor could use a termination by agreement under paragraph 60 to unwind the deemed variation on terms agreed between themselves to which the sub-contractor is not party, potentially undermining the sub-contractor's operational position. By disapplying paragraph 60, the deemed variation is locked in and cannot be removed by mutual agreement between the LHB and the main contractor alone. The Welsh Government does not accept that there is any error in paragraph 32(3) and no amendment is proposed.

Technical Scrutiny point 51: "Workforce information" in paragraph 36(b)(ii) of Schedule 3 refers to information about the composition of the contractor's dental team — including the number and categories of performers and non-clinical staff employed or engaged. This information is required so that the Local Health Board can understand the resourcing arrangements underpinning the contract and ensure that services are delivered by appropriately qualified personnel. The type and format of workforce information to be provided is further specified in the reporting templates issued by the Local Health Board in accordance with the contract. The Welsh Government considers the term is sufficiently clear in context. No amendment is proposed.

Technical Scrutiny point 52: The Welsh Government accepts this point. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 53: The correct reference is sub-paragraphs (2)(b) and (c). The Welsh Government accepts this point. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 54: The Welsh Government accepts this point. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 55: The Welsh Government accepts this point. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 56: The cross-reference is back to section 7(12) of the National Health Service (Wales) Act 2006. Section 7(12) provides for the legal effect of a determination made following an NHS dispute resolution referral under section 7(6) of the 2006 Act. That procedure applies to General Medical Services contracts under section 7 of the 2006 Act. GDS contracts under section 57 of the 2006 Act are governed by a separate dispute resolution procedure contained in Part 7 of Schedule 3 to these Regulations. Paragraph 55(2) applies section 7(12) of the 2006 Act — by analogy — to determinations of GDS disputes referred under paragraph 54(1) of Schedule 3, so that the same legal consequences flow from a determination of a GDS contract dispute as from a determination of a GMS contract dispute under the 2006 Act. No amendment is proposed.

Technical Scrutiny point 57: The Welsh Government accepts this point. The cross-reference in paragraph 54(1)(b) of Schedule 3 to paragraph 55 is incorrect; the intended reference is to paragraph 53. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 58: The Welsh Government accepts this point. The cross-reference in paragraph 54(13) of Schedule 3 to paragraph 57 is incorrect; the intended reference is to paragraph 55. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 59: The Welsh Government accepts this point. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 60: The Welsh Government accepts this point. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 61: The Welsh Government accepts this point. Paragraph 61(3) of Schedule 3 refers to termination rights under paragraphs 62 to 70, but paragraphs 62 and 63 do not themselves confer termination rights — they are procedural pre-conditions. The termination rights begin at paragraph 64. The correct cross-reference in paragraph 61(3) should therefore be "paragraphs 64 to 70" as identified. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 62: The Welsh Government accepts this point. Paragraph 65(7) of Schedule 3 contains a cross-reference to sub-paragraph (6)(i), which does not exist. The intended reference is to sub-paragraph (6)(a). This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 63: This provision is designed to protect an incoming partner from being subject to termination grounds based on conduct that pre-

dates the notification confirming their eligibility. The reference to paragraph 42(2) is therefore correct and intentional. No amendment is proposed.

Adjusting the alignment will be investigated. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 64: The Welsh Government accepts this point. There is a material divergence between the English text of paragraph 67(2)(b) of Schedule 3 and the Welsh text. The English text correctly reflects the policy intent: the relevant direction is one that is in force whilst an investigation is ongoing, running until a conclusion is reached. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 65: The Welsh Government accepts this point. There is a substantive divergence between the English text of paragraph 67(2)(m) of Schedule 3 and the Welsh text. The intended subject of the provision is "the person" who has refused to be examined. The English text is correct. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 66: The Welsh Government accepts this point. The English text formula correctly reflects the intent. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 67: The Welsh Government accepts this point. The English text correctly reflects the intent. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 68: A "Dental Collaborative" in the context of Schedule 3 is a representative body for dental contractors operating within a cluster in NHS Wales. It brings together NHS primary dental care contractors within a Local Health Board area to engage collectively with the Local Health Board on service planning, development and performance. A "Dental Collaborative representative" is a person designated to represent the Dental Collaborative in its interactions with the Local Health Board. These structures exist within the NHS Wales primary care governance framework and are well established within the dental sector. The Welsh Government considered that they did not require formal definition in the Regulations because they are terms of art recognised by all parties to whom the Regulations apply, and their precise constitution and operating arrangements are elaborated in the associated governance frameworks. Welsh Government accepts that although clear to the profession it may be unclear to the public. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 69: The Welsh Government accepts this point. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 70: The Welsh Government accepts this point. There is an inconsistency between the English and Welsh texts of Schedule 6, paragraph 2(2)(f) in the title given to the relevant instrument. The English language text is correct. Whilst the Welsh Government does not consider that the discrepancy will give rise to operational difficulties, in the interests of consistency between the

English and Welsh texts, this will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 71: The Welsh Government accepts this point. There is an inconsistency between the English and Welsh texts of Schedule 6, paragraph 2(8)(j) in the title given to the relevant instrument. The Welsh language text is correct. Whilst the Welsh Government does not consider that the discrepancy will give rise to operational difficulties, in the interests of consistency between the English and Welsh texts, this will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 72: "Contract holder" is intended to refer to the "contractor" in those Regulations and in the 2026 Regulations. The Welsh Government accepts that consistent use of defined terminology throughout the inserted text and the host instrument would have been preferable. This will be considered for amendment when an appropriate opportunity arises.

Technical Scrutiny point 73: The Welsh Government notes the Committee's general observation about typographical, formatting and cross-referencing errors. The Welsh Government takes the quality of legislative drafting seriously. Where further errors are identified the Welsh Government will consider amendment when an appropriate opportunity arises.

Merits Scrutiny point 74: The Welsh Government notes the Explanatory Note still incorrectly refers to "the National Health Service Act 2006" rather than "the National Health Service (Wales) Act 2006". The Welsh Government will consider what mechanism is available to correct the Explanatory Note.

Merits Scrutiny point 75: The Welsh Government accepts the Committee's observation that the Contents page contains incomplete and insufficiently descriptive headings. The Welsh Government will consider what mechanism is available to correct the Contents page.

Merits Scrutiny point 76: The National Health Service (Performers Lists) (Wales) Regulations 2026 were made on 3 March 2026, laid on 6 March 2026 and come into force on 28 March 2026. The relevant amendments made by these Regulations come into force on 1 April 2026 (see regulation 1(2) and regulation 43). Regulation 43 refers to the defined term "the 2006 (PDS) Regulations" and is considered to be sufficiently clear.