

**Primary Care Contracting  
Eye Care  
PaperPCC/EC/WB/BTGOSC/0508**

## **Business Titles and General Ophthalmic Service Contracts**

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Concerns have been expressed about the implications of section 28 of the Opticians Act for applications for a General Ophthalmic Services contract. In brief the force of this clause is aimed at persons (individual or corporate) seeking to imply that they are registered with the General Optical Council when, in fact, they are not.

Where an individual is implying that they are registered as an optometrist then the matter seems clear. However, the matter is less clear in respect of business names. For example, a practice called "XXX XXXXX Optometrist or Opticians" would almost certainly be in breach of the Opticians Act if the person were not an optometrist, as they would be implying that they were.

If there are concerns about any applicant then the PCT should notify the General Optical Council who are responsible for enforcing the Opticians Act. PCTs should not refuse applicants a contract unless they are clear that there is a breach.

In cases of uncertainty, PCTs should notify the General Optical Council, draw the attention of the contractor to the relevant clause in the Opticians Act. The applicant may change the name, but if it [he/she] still wishes to use the [existing] name (and there is no other reason to object), the PCT should offer the applicant a contract. Should the General Optical Council subsequently confirm that there is a breach and commence proceedings then the PCT should act at that time.