



Setting Standards for
Retirement Communities

The ARCO Consumer Code

December 2017



ARCO (The Associated Retirement Community Operators) is the main body representing the retirement community sector in the UK.

ARCO Approved Operators strive to offer a high quality, positive, transparent, and reassuring experience for those who choose to live in their communities (and for consumers who show interest in them). They have all agreed, therefore, to go beyond the standards required by law and to abide by the principles of the ARCO Standards and Compliance Framework, central to which is the ARCO Consumer Code.

The ARCO Approved Operator logo indicates that the retirement community operator has agreed to be bound by these principles, has demonstrated compliance during one or more assessments under the ARCO Consumer Code, and is part of ARCO's ongoing assessment programme.

All ARCO Approved Operators and their registered communities are listed on the ARCO website (www.arcouk.org).

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Foreword

The ARCO Consumer Code was developed by the Associated Retirement Community Operators (ARCO), which is the main body representing the housing-with-care sector for older people in the UK.

Retirement communities combine high quality housing options for older people with tailored support services. They allow residents to rent or own a property and to maintain their privacy and independence, with the reassurance of 24-hour on-site staff, communal facilities, and optional care and support as needed. Retirement communities may also be referred to as retirement villages, extra care housing, housing-with-care, assisted living, close care apartments, or independent living settings.

First launched in 2015 and revised in 2017, the ARCO Consumer Code sets standards for the retirement community sector and provides a benchmark for good practice. The Code signals ARCO members' commitment to go above and beyond their statutory duties. It helps ensure that they provide a trusted and high quality service for those living in, and considering moving to, a retirement community.

This booklet sets out the Code's requirements. Retirement community operators who are signed up to the Code must be transparent in the way that they market and operate their communities and services, and ensure that consumers receive information about fees and charges well before they decide to move in. Other requirements include providing core levels of services for residents, and treating consumers in a professional, fair, and non-discriminatory manner.

The changes made to the newly revised Code for 2017 are based on the experience of 129 assessments undertaken over the past two years and a variety of external developments, including the Law Commission's final report on event fees (see 1.8).

The Code is a living document where interpretations are constantly evolving, and the Code itself must develop in line with new laws, best practice, and our continual drive for higher standards. We have clarified many requirements in this version, including adding a glossary at the end, and we are more specific about ARCO's role and about what information operators need to provide and when.

Adherence to the Code is a condition of ARCO membership. To become a full member and an ARCO Approved Operator, a member must have achieved compliance on at least one full assessment of an operational retirement community. For a list of ARCO Approved Operators and their registered retirement communities, please see the ARCO website at www.arco.uk.org/consumercode. Answers to Frequently Asked Questions and details of the compliance framework can also be found there.

ARCO engages independent assessors to monitor members' compliance with the Code. ARCO, through its Standards Committee, will take robust action as necessary to ensure the standards set out in the Code are met.

We encourage residents, prospective residents and all other interested parties to familiarise themselves with the Code. We hope all stakeholders will find it helpful in protecting consumers and promoting good practice in the sector.



Nick Abbey
Standards Committee Chair, ARCO



Michael Voges
Executive Director, ARCO



1 Introduction

- 1.1** This Code is owned and maintained by the Associated Retirement Community Operators (ARCO). ARCO was formed in September 2012, and is the main body representing the 'retirement community' sector in the UK. Retirement communities offer integrated accommodation, catering, and access to personal care for older people. They may also be referred to as: retirement villages, extra care housing, housing-with-care, assisted living, close care apartments, or independent living. Properties in retirement communities must be offered with security of tenure and may be purchased outright, leased in whole or in part, or rented or occupied under a tenancy agreement.
- 1.2** ARCO aims to:
- (a) Promote confidence in the sector by setting rigorous standards for retirement communities and actively enforcing these through robust self-regulation.
 - (b) Raise awareness of the retirement community model, ensuring that older people are aware of their housing options and that public policies enable the sector to meet the housing, lifestyle, health, and social care needs of our ageing population effectively.
 - (c) Increase the volume and quality of expertise within the sector by investing in and undertaking research, and identifying and sharing good practice among members, affiliates, stakeholders, and across the wider sector.

- 1.3** This Code applies only to those retirement communities that members have registered with ARCO. It does not apply to other forms of housing, care, or services that an ARCO member may provide.
- 1.4** ARCO members are accountable for the activities undertaken by firms that they employ at registered communities when they contract out specific responsibilities to consumers under the Code. This includes management companies, managing agents, estate agents, or other service providers.
- 1.5** This Code promotes and protects the interests of consumers and provides a benchmark for good practice. ‘Consumers’ includes anyone with an interest in, or who comes into contact with, a retirement community, and includes both ‘customers’ and ‘residents’:
- (a) ‘Customers’ are prospective occupiers; i.e. prospective purchasers, renters, or other tenants, from the point when they first make an enquiry about any retirement community up to when they sign a reservation or tenancy agreement for a property in a retirement community.
 - (b) ‘Residents’ are current occupiers; i.e. any property owner, renter, or other tenant living in a retirement community. A customer who has signed a reservation or tenancy agreement but has not yet moved in is also considered a resident (sometimes termed an ‘incoming resident’).
- 1.6** Nothing in this Code affects the statutory rights of consumers.

- 1.7** An organisation that wishes to become an 'Approved Operator' under the ARCO Code must demonstrate that it has achieved compliance with the Code. Independent assessors monitor compliance with the Code and report to ARCO and its Standards Committee, which determine whether or not an organisation should become and remain an Approved Operator. The ARCO Standards and Compliance Framework requires members to take action to rectify any compliance failings. The ultimate sanction for non-compliance with the Code is expulsion from membership. All ARCO Approved Operators and their registered communities are listed on the ARCO website (www.arcouk.org).
- 1.8** In preparing and reviewing this Code, ARCO has had regard to: the Private Retirement Housing Code of Practice, produced by the Association of Retirement Housing Managers; the Consumer Code for Home Builders; the Core Criteria and Guidance for the Consumer Codes Approval Scheme produced by the Chartered Trading Standards Institute; and the Law Commission's report Event Fees in Retirement Properties. This Code is intended to complement the other Codes relevant to the sector, although there is inevitably some overlap in their provisions given their common interest in protecting consumers.
- 1.9** All Approved Operators enable residents to access personal care in their ARCO-registered retirement communities. Approved Operators will ensure that any such services that they provide to residents (either themselves, through a subsidiary, or through a contracted third party provider) comply with relevant regulatory requirements. Each local care service will be registered with the relevant regulator (e.g., Care Quality Commission in England) which undertakes regular inspections that ARCO does not attempt to duplicate. Consumers are advised to raise any concerns about care services with the care provider in the

first instance, and, if unresolved, the relevant regulator can direct consumers to the appropriate council or ombudsman. However, if the care services provided by an Approved Operator at an ARCO-registered retirement community receives an 'inadequate' rating, this will be regarded as a compliance matter and the Standards Committee will take action to ensure the member is complying with the regulator's requirements.

- 1.10** ARCO aims to ensure compliance with the Code through its annual assessment programme. The Code requires Approved Operators to provide a clear complaints procedure and to offer recourse to the relevant Ombudsman service if they cannot resolve a complaint to a complainant's satisfaction; as such, any concerns that customers or residents may have about an ARCO Approved Operator should first be raised with the operator directly. ARCO does not provide a complaints resolution service and will refer complaints that are made to it to the relevant member for resolution. However, the Standards Committee will consider evidence supporting allegations of an infringement of the Code from any consumer, and ensure appropriate measures are taken to rectify any compliance failing, if found.
- 1.11** ARCO regularly reviews this Code and updates its provisions as necessary in the light of changing circumstances and expectations. Comments are welcome and should be sent to:

ARCO The Heals Building, Suites A&B, Third Floor
22-24 Torrington Place, London WC1E 7HJ

Telephone: 020 3697 1204

Email: consumercode@arcouk.org

Website: www.arcouk.org



2 General provisions

- 2.1** From the date of our formal recognition as an ARCO Approved Operator, we will aim to comply at all times with all the provisions of this Code at each of the retirement communities that we have registered with ARCO. Our activities will be consistent with the spirit of the Code and we will not bring it into disrepute.
- 2.2** Where applicable, we will readily implement any mandatory guidance from ARCO on compliance matters.
- 2.3** In all our dealings with consumers we will act with integrity, and in a professional, reasonable, fair, transparent, and non-discriminatory manner.
- 2.4** We will comply with all relevant legislation. We will hold all the licences, registrations, and permissions required to enable us to carry out our activities lawfully.
- 2.5** We will comply with any decisions of the courts that set precedents relating to our activities.
- 2.6** We will draw this Code to the attention of our employees. We will train them, as necessary, to deliver both their legal obligations to consumers and their responsibilities under this Code. We will monitor their performance.



3 Requirements for retirement communities

- 3.1** In our ARCO-registered retirement communities we will:
- (a) Provide retirement communities that are primarily for older people.
 - (b) Offer self-contained accommodation that can be occupied with security of tenure.
 - (c) Enable residents to take advantage of personal care that is delivered flexibly, usually by staff based on the premises.
 - (d) Have staff available at the community 24 hours a day.
 - (e) Make domestic services available for residents.
 - (f) Make meals available in restaurants or dining areas.
 - (g) Offer communal facilities and encourage an active social programme in the community.
 - (h) Aim to offer people a home for life and to enable them to 'age in place'.
- 3.2** We will register each eligible community with ARCO on a yearly basis, and keep the information that we provide to ARCO about our communities up to date.



4 Marketing and advertising

- 4.1** We will ensure that the information provided about our retirement communities and services in our marketing, advertising, and sales materials, whether in hard copy or electronic form:
- (a) Is legal, decent, honest, and truthful.
 - (b) Is up to date, clear, accurate, consistent, and makes no significant omissions.
 - (c) Contains nothing that is, or could be held to be, confusing or misleading.
 - (d) Accurately represents the actual or intended nature of the retirement community in terms of tenure arrangements, charges, care provision, and residents.
 - (e) Makes no unclear, inaccurate, confusing, or misleading comparisons with other operators.
 - (f) Complies with all relevant advertising codes of practice, and with relevant legislation.
- 4.2** We will review any advertisements about properties at our communities produced by external estate agents acting on our behalf and, when brought to our attention, any advertisements produced on behalf of individual vendors. We will draw any substantive errors or omissions to the attention of the estate agents and/or vendors for amendment.
- 4.3** Whenever we state the price or a price range for a property in our marketing, advertising, or sales materials, or on our website or on any price list, we will also state whether other fees (e.g. an event fee, service/management charge, ground rent) are payable.
- 4.4** We will respect any consumer's expressed wish not to receive unsolicited visits, canvassing, mailshots, emails, text messages, or telephone calls at their home.



5 Joining a retirement community

- 5.1** We will ensure that our staff do not give advice, or use any sales technique, which places undue or improper pressure on customers to join a retirement community or to purchase services unnecessarily. We will allow customers sufficient time to digest information and to raise queries with us before making any formal commitment. These requirements apply whether we deal with customers at our own premises, in their own homes, or remotely.
- 5.2** We will make additional efforts, as appropriate, to meet the needs of vulnerable customers. This includes people who: have a physical, mental or cognitive impairment; have a low income; have limited financial capabilities; have a first language that is not English; or have recently been bereaved.
- 5.3** We will advise customers to seek independent advice, support, and representation as appropriate in connection with a move to a retirement community.
- 5.4** We will provide customers with all the pre-contractual information relevant to their form of tenure detailed in Section 5 of this Code (and any others specified by relevant legislation) as early as possible once they have registered an interest in a retirement community. In the case of prospective purchasers liaising directly with the vendor or the vendor's agent, we will provide this information as soon as we are introduced to the prospective purchaser.

- 5.5** In the information provided, we will include a Key Facts document, based on the current ARCO template (which can be found on the ARCO website, www.arcouk.org). Key Facts documents will provide information on:
- (a) Unavoidable charges payable to the operator.
 - (b) Unavoidable charges payable to third parties.
 - (c) Services to which discretionary charges apply.
 - (d) The current size of a sinking fund, if any.
 - (e) Charges for sub-letting, where this is permitted.
 - (f) Any other matters specified in the current ARCO template.
- 5.6** Where a property is being resold, and we are not providing estate agency services for the vendor, we will, once we become aware of the sale, seek to equip the vendor and/or their estate agent with the relevant Key Facts document, and any other necessary information specified in Section 5 of this Code. We will encourage the vendor and/or their estate agent to provide this information to customers at the earliest possible opportunity, and to refer any queries to us.
- 5.7** We will provide customers with clear information on how the retirement community is managed, including information on how support, care, and other services for residents are organised.
- 5.8** We will provide customers with specific information on the properties available. This will include:
- (a) When the property was built or converted to its current use.
 - (b) Whether the property is new or previously occupied.
 - (c) What rooms and facilities the property offers.
 - (d) What furniture and appliances are included.
 - (e) What structural guarantees are included, if any.

5.9 We will provide prospective purchasers of our properties with information on any 'reservation fee' or equivalent. We will explain how, if at all, this payment is protected and make it clear that a prospective purchaser's liability on cancellation outside any cooling-off period prior to exchange of a sale contract will be limited to the amount needed to cover our reasonable costs only, up to a maximum of the full value of the fee.

5.10 We will provide customers with information on any 'service charge', 'management charge', or equivalent. In particular, we will explain:

- (a) What services the charge covers.
- (b) Whether the charge is 'fixed' or 'variable'.
- (c) When the charge changes and with what advance notice period (which must be no less than 28 days).
- (d) That we would manage any significant failure to provide a service covered by the charge.
- (e) If any of the charge is payable before moving into the property.
- (f) Whether any part of the charge is held in trust.

For communities with a variable charge, we will also:

- (g) Provide a copy of the latest itemised charge budget and/or accounts.
- (h) Explain how and when residents are informed about the charge budget and/or accounts.
- (i) Explain whether and how residents can influence the charge and the services offered.
- (j) Describe how we manage any annual surplus or deficit on the charge account.

5.11 We will provide customers with information on any event fees that may be payable when they sell or sublet the property. Event fees are any fees payable on events such as sale, subletting, or certain changes of occupancy.

5.12 If any event fee applies, we will:

- (a) Provide information on the amount of the fee.
- (b) Provide information on how and when the fee is payable.
- (c) Explain how the fee is calculated and provide realistic worked examples of the financial impact of any event fee, clearly stating the assumptions behind the examples and all relevant thresholds.
- (d) Disclose what percentage of the fee goes into a sinking fund, if any.
- (e) Disclose what, if anything, the customer will receive for the fee.
- (f) Disclose who will receive the fee.
- (g) Disclose whether any element of the fee will be held in trust.

- 5.13** Where we operate one, we will provide customers with information on any 'sinking fund', 'reserve fund', 'contingency fund', or equivalent, if applicable. This will include:
- (a) The current size of the fund, and how it is funded.
 - (b) What processes are in place to assess future capital expenditure needs.
 - (c) What additional financial liabilities may fall on residents if the fund is unable to cover the full costs of major capital works.
 - (d) Whether the fund is held in trust.
- 5.14** We will advise customers if we have a financial interest in any other firm involved in running the retirement community (including any management company, managing agent or care provider). We will also advise customers if we receive an incentive or commission from service suppliers that we promote to customers or that provide services to the retirement community.



6 Contracts, and terms and conditions

- 6.1** Where we are selling or letting the property, we will provide all customers with a contract for a purchase (of a freehold, leasehold, or shared ownership property), or a lease or a tenancy agreement, as appropriate, in English. We will also make this available in large print, Braille, or audio formats, on request.
- 6.2** The terms and conditions set out in our contracts will be clear and fair and will comply with relevant legislation.
- 6.3** The occupancy agreement will set out the rights and responsibilities of all parties and will cover at least the following items, where applicable:
- (a) Any weekly, monthly, or annual fees payable to us; any event fees charged when the resident leaves, sells, or sub-lets the property; and any ground rent, including its terms of escalation.
 - (b) Any eligibility criteria that residents must satisfy.
 - (c) Arrangements for maintaining and repairing the property.
 - (d) What modifications may be made to the property and any conditions that apply.
 - (e) Any conditions applying to the keeping of pets.
 - (f) The circumstances in which either party may terminate the lease or tenancy.
- 6.4** We will make it clear, in the lease or tenancy agreement, and/or in our policies, how we manage the circumstances under which we may ask a resident to move temporarily or permanently to another address within or outside the retirement community. In any such cases we shall consult the resident, authorised family members, and health and social care professionals, as necessary.
- 6.5** We will place as few restrictions as possible on residents, so that they are able to enjoy their own lifestyle and live with maximum independence.



7 Managing our relationship with residents

- 7.1** For new properties, we will give incoming residents a realistic expected completion or moving in date. We will provide as much advance notice as possible of any delays and offer incoming residents an opportunity to negotiate alternative arrangements. If a delay occurs, we will provide appropriate remedies where necessary to minimise any undue hardship or distress.
- 7.2** In handing over a property to an incoming resident, we will:
- (a) Explain how key services operate.
 - (b) Demonstrate appliances.
 - (c) Provide information on the roles and responsibilities of staff, our customer service arrangements, and how residents can contact us for assistance.
- 7.3** We will maintain appropriate and effective customer service arrangements. We will not require people to contact us using telephone lines that charge more than a basic call rate.
- 7.4** We will agree a clear process for consulting and responding to any recognised residents' association. Where there is no such association we will consult residents informally on significant matters that affect them. We will respond positively to any requests for consultation from residents on such matters, wherever possible.
- 7.5** We will invite feedback from residents on our facilities and services, including those provided by any contractors, at least once a year. We will report back to residents on the findings and on any resulting actions, and if we cannot act on any suggestions, explain why.
- 7.6** We will ensure that any personal care services that we provide comply with the requirements of the relevant regulator. Where any such services are delivered by a third party, we will support residents in securing high quality care, including signposting residents to relevant advocacy services, if appropriate. If we provide personal care services, these will be clearly described in separate contracts between us and the residents involved.



8 Handling and resolving complaints

- 8.1** We will encourage our employees to welcome all forms of feedback from customers and residents, whether positive or negative.
- 8.2** We will treat all feedback seriously, review it, and use it to promote continuous improvement in our services.
- 8.3** We will maintain a clear written procedure for handling and resolving complaints. This will apply to complaints made in writing. Where necessary, we will make a note of an oral complaint and treat this as a written complaint once the complainant has confirmed that it is accurate. We will make our procedure readily available to customers and residents. The procedure will include our full contact details.
- 8.4** Our procedure will include a clear timetable for dealing with written complaints. We will provide a final decision as soon as possible and within a maximum of 56 calendar days of receiving a complaint, excluding any time that a complainant takes to respond to our communications, unless we have previously agreed a later deadline with the complainant.
- 8.5** Our procedure will assure complainants that:
 - (a) We will deal with written complaints appropriately (e.g. in a speedy, responsive, accessible, and user-friendly way).
 - (b) We will not discriminate against anyone who makes a complaint. If a complainant behaves inappropriately in making a complaint we will seek to manage that behaviour as necessary, while treating the complaint like any other.
 - (c) We will acknowledge a written complaint, and provide a written response as soon as possible.

- (d) Where there is an escalation procedure, and where complainants tell us that they are not satisfied with our response, we will escalate the complaint immediately without the complainant being required to write in again.
- (e) We will cooperate in the same way with intermediaries formally authorised to act on behalf of complainants.
- (f) We will advise complainants that they may refer the complaint to the relevant Ombudsman Service if they remain dissatisfied with our final decision, or we fail to provide that decision by the relevant deadline.
- (g) We will co-operate fully with the relevant Ombudsman Service during any investigation and comply fully with the Ombudsman's final decision, which will be binding on us.

8.6 We will keep a complaints log. We will record the dates when we: receive a written complaint, acknowledge it, issue an initial response, and issue a final decision.



9 Monitoring compliance with the Code

- 9.1** We will nominate a Code Compliance Officer who will:
- (a) Provide a first point of contact for ARCO on Code compliance matters.
 - (b) Maintain an overview of the implementation of the Code across all our registered retirement communities.
 - (c) Cascade information on the Code, and any guidance on compliance matters from ARCO, to our registered communities.
 - (d) Ensure that we implement any guidance from ARCO on compliance matters, and any future revisions to the Code, by amending our materials, processes and systems, as necessary, as soon as possible.
- 9.2** We will audit our own compliance with the Code at least once a year, take action to rectify any failings as necessary, and make our audit reports available to ARCO assessors.
- 9.3** We will readily facilitate any compliance assessment or investigation by ARCO.



10 Promoting the Code

- 10.1** We will inform consumers that we aim to comply at all times with this Code and will make them aware of its benefits. In particular, we will:
- (a) Display the ARCO Approved Operator certificate at our registered retirement communities.
 - (b) Display the ARCO Approved Operator logo in marketing materials, as appropriate.
 - (c) Make the Code available via our website.
 - (d) Make hard copies of the Code available to customers and residents, free of charge.
 - (e) Raise awareness of the Code among residents at our communities.



11 Glossary

Term	Definition used in this Code
ARCO Approved Operator	A retirement community operator that has agreed to be bound by the principles of the Standards and Compliance Framework and has demonstrated compliance on one or more assessments under the ARCO Consumer Code.
Consumer	Anyone with an interest in, or comes into contact with, a retirement community. This includes both 'customers' and 'residents'.
Customer	Prospective occupiers; i.e. prospective purchasers, renters, or other tenants, from the point when they first make an enquiry about any retirement community up to when they sign a reservation or tenancy agreement for a property in a retirement community.
Event Fee	This applies when a leaseholder has to pay an amount (or forego a financial benefit) on an event such as the sale of a property or lease, subletting, or certain changes in occupancy. The fee is fixed or calculated in accordance with a formula. Event fees may also be referred to as 'exit', 'transfer', 'deferred management', 'contingency', or 'selling service' fees.

Ground Rent	A sum payable, usually annually, to the landlord in respect of a leasehold property. The amount may be fixed or change according to a formula.
Resident	Current occupiers, namely any property owner, renter, or other tenant living in a retirement community. A customer who has signed a reservation or tenancy agreement but has not yet moved in is also considered a resident (sometimes termed an 'incoming resident').
Service or Management Charge – Fixed	A service charge that changes in accordance with a fixed formula. In some cases this will be a charge that remains fixed for the entire duration of a resident's stay.
Service or Management Charge – Variable	A service charge that changes according to actual costs only.
Sinking Fund	A fund established by setting aside revenue over time to fund a future capital expense. A sinking fund may also be referred to as a 'reserve' or 'contingency' fund.



About ARCO

The Associated Retirement Community Operators (ARCO) is the main body representing the retirement community sector in the UK. A retirement community is a place where older people can live independently in their own homes while also being part of a wider community. Residents are enabled to take advantage of personalised and flexible care if needed, a 24-hour staffing presence is at hand, as well as having access to a variety of services and shared amenities. Our members aim to provide a home for life, where residents can age in place and step up and step down support as needed wherever possible.

ARCO continually strives to:

- Promote confidence in the sector by setting rigorous standards for retirement communities and actively enforcing these through robust self-regulation through the ARCO Consumer Code and the associated Standards and Compliance Framework.
- Raise awareness of the retirement community model amongst older people and stakeholders alike – ensuring that all older people are aware of the variety of housing options available to them and that public policies enable the sector to meet the housing, lifestyle, health, and social care needs of our ageing population effectively.
- Increase the volume and quality of expertise within the sector by investing in and undertaking research to better understand and promote the socio-economic value of the housing-with-care model, and identifying and sharing good practice among members, affiliates, stakeholders, and across the wider sector.

The ARCO Consumer Code applies only to those retirement communities in the UK registered with ARCO. As a condition of membership, all ARCO members have signed up to and pledged adherence to the Code. This includes:

- Full ARCO members, who are all Approved Operators under the ARCO Consumer Code. These are members that have achieved compliance on at least one full assessment of an operational retirement community.
- Provisional ARCO members, who are currently undergoing their first full assessment of an operational retirement community. Each provisional member will become an Approved Operator (and full ARCO member) only after they have achieved compliance on this assessment.
- Prospective ARCO members, who are currently building to operate their first retirement community or communities. During this process they will undergo assessments under the ARCO Consumer Code against preliminary marketing, contractual, and other materials. Each prospective member will become an Approved Operator (and full ARCO member) only after they have achieved compliance on their first full assessment of an operational retirement community.

The ARCO Consumer Code does not apply to other forms of housing, care, or services that an ARCO member may provide. It does not purport to be a comprehensive statement of law.

ARCO does not accept liability for errors, omissions, or any loss or damage (whether direct or indirect) sustained by anyone acting in accordance with this Code or through the actions of individual ARCO members. If readers are in any doubt about their rights or obligations, they should seek specialist advice from advisory organisations and/or obtain independent legal advice.

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