

ARCO CONSUMER CODE 2024: GUIDANCE FOR MEMBERS

ANNEX C: KEY FACTS TEMPLATES

Section 5.4 of the 2024 Code requires members to provide customers ‘*with at least a Key Facts document on registering an interest in an IRC ... on first enquiry ...*’. Section 5.5 of the 2024 Code provides that the document must be entitled ‘Key Facts’ and based on the current ARCO template. This has been updated for 2024 taking account of changes in the Code, recent assessment findings and emerging IRC business models.

Three templates have been prepared to assist members:

- **1: Key Facts: Sales** (Leasehold/Freehold properties).
- **2: Key Facts: Shared Ownership (Part-Buy, Part-Rent).**
- **3: Key Facts: Rentals.**

ARCO **does not** expect established Approved Operators to undertake wholesale revision of their Key Facts templates immediately. In reviewing Key Facts documents, ARCO will look for any specific points where additions or amendments are needed. They will also seek in general to encourage greater consistency in the ordering and content of these critical documents. For new ARCO members the templates here will provide a starting point for drafting their documents.

Key Facts documents can be prepared for generic tenure types (e.g. all outright leaseholds, all shared ownership leaseholds, all rentals), or property subsets (e.g. 1-bed apartments, 2-bed apartments), or for specific (resale) properties (e.g. where leases vary between properties).

A primary purpose of the Key Facts, alongside helping members promote their offer, is to enable customers to compare operators and locations easily. The 10 sections should accordingly be presented in the order set out below, using the section and subsection headings shown. It is better to indicate that any particular subsection is ‘not applicable’ than to delete it, as deletion simply begs the question of whether the relevant item applies, or has been omitted in error.

If presented in table form, care should be taken to format the Key Facts so that rows are not split across pages (to this end the separate column for ‘References’ in the previous template has been dropped). Documents containing further disclosures can be referenced in relevant rows under ‘Details’ or by including a catch-all signpost to further sources of information at the end.

For document control and management purposes, members are encouraged to adopt consistent approaches to filenames, for example: ‘*Key Facts Arco Court Sales 2024-25.docx*’, ‘*Key Facts Arco Court Shared ownership 2024-25.docx*’, ‘*Key Facts Arco Court Rental 2024-25.docx*’.

Presentation is a matter for members but the Key Facts documents should usually cover no more than two to four sides. Further required disclosures (e.g. in relation to service charges, event fees sinking funds, etc) can then be provided in various forms:

- As annexes to the Key Facts itself, creating a single inclusive ‘Key Facts’ document
- In a separate disclosure document (or documents).
- In a single ‘All You Need To Know’ (AYNTK) (or equivalent) document with the Key Facts section up front, with the additional detailed disclosures following behind.

If you have any queries or comments on this guidance, or need further advice, please contact John Hesford, ARCO Head of Compliance, in the first instance: johnhesford@arcouk.org.

Please note that nothing in this document constitutes legal advice. ARCO is unable to give legal advice to its members.

1. KEY FACTS TEMPLATE: SALES

The text in blue is guidance only and should be replaced with the suggested entries.

Insert **KEY FACTS, NAME OF OPERATOR, IRC NAME, TENURE TYPE, FINANCIAL YEAR.**
(e.g. *KEY FACTS, ARCO RETIREMENT LIVING, ARCO COURT, LEASEHOLD 2024-25*)

Section	Subsection	Details
1. Property details	Operator	State name of operator (the entity registered with ARCO).
	Landlord	Include only if different from operator. State name of company, etc.
	Management company	Include only if different from operator. State name of company, etc.
	Community	State name of IRC and when built or converted to its current use.
	Property type	- If generic: state e.g. <i>X 1-bed apartments, Y 2-bed apartments</i> - If specific: state e.g. <i>Apartment 27, 2-beds.</i> - If not stated in other documents, state what kitchen appliances (integrated or free-standing) are included in the sale (oven, hob, microwave, fridge-freezer, dishwasher, washing machine, etc) - If not stated in other documents, state whether any structural guarantee (e.g. NHBC) still applies.
	Status of unit	State whether the property/properties is/are New or Pre-owned
	Occupancy	Indicate the maximum number of residents per property e.g. <i>For sole or dual occupancy.</i>
	Tenure	State tenure (e.g. 'Leasehold'). If leasehold, state the lease start date (e.g. 'X years from 20XX')
	Subletting	State ' <i>Subletting is permitted</i> ' or ' <i>Subletting is not permitted</i> '.
	Nomination arrangements	- If leaseholders are nominated, indicate who has these rights (e.g. local authority housing department or charity). - Where a nomination agreement is in place, state whether applicants may also apply direct to the operator. - If there are no nomination arrangements, omit this row.
2. Cost of moving in	Care provider	- State the care provider registered with the care regulator (IRC operator, a local authority, or any specific 'care partner'). - Where a care provider has many branches, the name of the specific registered location must also be stated. - State also that residents can choose other providers (e.g. '<i>Care provider</i>' or <i>resident's choice.</i>').
	Price	- If generic (e.g. for new sales): state asking price or range (e.g. '<i>1-bed apartments: £XXX,XXX-£ XXX,XXX. 2-bed apartments £XXX,XXX-£ XXX,XXX</i>' - If specific (e.g. for a resale): state specific asking price
	Reservation fee	State any fee payable to the operator on reserving a property. This usually applies only to new properties.
	Deposit	- State the deposit payable on exchange (e.g. '<i>10% of the purchase price.</i>'). - State how this is protected (e.g. by the operator's conveyancer or a home warranty provider's insurance cover).
	Other costs	- State any health or care needs assessment fee charged by the operator. - State any legal fees charged by the operator (e.g. engrossment fees for a lease or any deed) - Remind customers that they will likely incur other costs (e.g. Stamp Duty, Solicitors' fees and Removals charges).

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Section	Subsection	Details
3. Ongoing charges payable to the operator	Service charge	- State the amount of the standard service charge (or any equivalent 'management charge', 'management fee', 'concierge fee', etc). Use the name of the relevant charge as the subsection heading. - For generic Key Facts state the amount per property type (e.g. '1-bed £X,XXX.XX per month, 2-bed £X,XXX.XX per month'). - If the charge varies between properties (e.g. by size) state the range and make it clear why the charge varies (e.g. '1-bed £X,XXX.XX to £X.XXX.XX per month, depending on property floorspace'). - Amounts can be stated per week, per month and/or per year. - If charged per week, state the amount per week; if charged per month state the amount per month. - If there is an initial service charge indicate when this will cease to apply (e.g. 'Initial service charge £X,XXX per year until April 2026'). - If there is 'inclusive charge' that includes other costs (e.g. some utilities, some meals), alongside the service charge, make this clear. - State whether the charge can go up and if so, on what basis e.g. "variable according to cost, reviewed annually, next review date 1 April 2027" or "rising by RPI (Retail Price Index) annually, next review date 1 April 2027)"
	Support charges	If there are separate charges for additional support services, state the name of the charge (e.g. Wellbeing charge, Community Charge, Estate Management Charge, Support charge, Amenity charge) and the amounts payable, as above.
	Ground rent	- State the amount of any ground rent and when and how it increases (e.g. '£XXX per year, increasing by RPI every 5 years, next review in 20XX'). - If ground rent applies for some properties but not for later phases of development, make this clear. - If there is no ground rent on any properties, do not delete the row but state instead 'Not applicable'. If there is a 'peppercorn' ground rent state 'There is a nominal peppercorn rent, if demanded.'
	Utilities	- State whether any utility charges are payable direct to the operator (e.g. for heating and hot water provided by a central boiler). - Where a fixed amount, state any such weekly or monthly charge. - If utility bills are paid by the operator but then recharged to residents based on metered usage per property, make this clear. - If arrangements vary between utilities make this clear instead (e.g. 'Heating and hot water: payable direct to [operator]. Water: Recharged by us monthly based on metered usage per property. Electricity: Payable to the resident's choice of supplier.') - Omit this row if residents pay their own suppliers for all utilities (water supply and sewerage, electricity, and/or gas for heating and/or cooking). This should be made clear in section 5 below instead.
	Emergency alarm	State any separate charge for maintaining alarm systems. If this cost is covered by the service charge, state 'Covered by the service charge'.
4. Care charges	Personal care	State the minimum care charge per hour payable direct to the operator, a local authority, or any specific 'care partner' (e.g. '[Care provider] charges from £XX.XX per hour for personal (domiciliary) care.').
	Nursing Care	- If nursing care is provided state minimum charge per hour payable direct to the operator, a local authority, or any specific 'care partner' (e.g. '[Care provider] charges from £XX.XX per hour for nursing care'). - It is not necessary to state the full range of charges. If any charges are included, it must also be made clear whether different rates apply overnight, at weekends and on public holidays. It is not necessary to state these enhanced rates. - If nursing care is not provided state: 'Nursing care is not provided but may be arranged through GPs and District Nurses.'

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Section	Subsection	Details
5. Ongoing charges payable to third parties	Utility bills	- Include here only those utilities (water supply and sewerage, electricity, and/or gas for heating and/or cooking) for which residents will have their own contract with a supplier. - Where any utility costs are payable direct to the operator, or billed by the operator, include this information instead under section 4 above.
	Council tax	- Specify at least the relevant Council tax band or the range (e.g. '1-bed Band C. 2-bed Band D', '1-bed Bands C-D (depending on apartment floorspace), 2-bed Band E'). - Where known, state the current charge for the property. - If not known, state 'Details are available from [local authority].'
	TV licence	Arrangements are complex depending on age, entitlement to pension credit, and whether the IRC is entitled to an 'Accommodation for Residential Care' (ARC) licence. Given these complexities the entry here should simply be 'See www.tvlicensing.co.uk '.
	Telephone	- If the costs of providing the service and any calls are covered by the operator state (e.g.) 'Service provision and internal calls are covered by the service charge. External calls are billed monthly'. - Otherwise state 'Resident's choice of external provider.'
	Internet	- State whether there is any WiFi in the communal areas. - State whether the operator provides any WiFi in <i>individual properties</i> and whether covered by the service charge or charged separately. - If not state 'Resident's choice of external provider.'
	Digital TV	- State if there is any communal aerial or satellite dish. - State 'Resident's choice of external provider.'
6. Charges when leaving, selling or subletting	Event fee	- Describe any amount(s) paid (or financial benefit foregone) on resale, subletting, or occupancy changes (e.g. Assignment, Contingency Fund, Deferred Management, Event, Exit, Sinking Fund, or Transfer Fee). - Use the name of the relevant charge as the subsection heading. - State how the fee is calculated (e.g. as a percentage of the sale price) and if and how this varies with length of occupation (e.g. 'A proportion of the open market or deemed resale value: 5% for resales in year 1, 10% in year 2, 15% in year 3 and 20% from the fourth year.'). - State if linked to different options for the service charge (e.g. high service charge, low event fee; low service charge, high event fee). - State if the fee can be paid on purchase rather than on resale.
	Administration fees	State the amount of any additional fees for legal service or sales administration (e.g. checking the suitability of intending buyers) (e.g. 'Our legal fees for reassignment of lease £600 inc. VAT.')
	Estate agency charges	- State whether there is any charge (in addition to any Administration fees) for estate agency services provided by the operator. - If this cost is instead covered by the event fee, make that clear. - State whether the operator has an exclusive right to market properties for resale and if so state for what period. - State how any estate agency fee is calculated (e.g. '1% of the sale price plus VAT').
	Ongoing charges	- Describe what liability exists for service charges and any other ongoing costs payable to the operator while a property is being resold and (if different) when a resident passes away. - State whether any liability (e.g. for service charges) is capped (e.g. after a certain number of months).

Section	Subsection	Details
/Contd 6. Charges when leaving, selling or subletting	Redecoration costs	- Describe any charges that the operator has a right to levy for reinstatement, repairs, or redecoration works prior to resale. - State whether any such charges are deductible from the sale proceeds.
	Subletting charges	Specify any charges payable to the operator for subletting. If subletting is prohibited (as stated in section 1), omit this row.
7. Insurance	Arranged by the operator	- Mention all relevant forms of insurance arranged by the operator (e.g. Buildings, Public Liability Employers' Liability, and/or Professional Indemnity Insurance). - State if included in the service charge or charged separately.
	Arranged by owners	State (e.g.) <i>'Residents are strongly advised to take out Home Contents insurance.'</i>
8. Funding of major repairs		- State how major repairs are funded (service charge and/or event fee, etc). - State whether there is a dedicated fund for this purpose (e.g. Sinking Fund, Reserve Fund, Contingency Fund). If there is none, state 'Not applicable'. - State the latest available end-year balance, if any, at the end of the last financial year (e.g. 'Reserve fund balance at 31 March 2023: £XXX,XXX.'). - State whether any liability will fall on residents if the funds available are insufficient.
9. Constraints on selling		Mention all relevant constraints on resale: - Whether the operator has a right of first refusal (i.e. a right of pre-emption) when the property is resold. - Any minimum age limit and whether there is any flexibility (e.g. younger people may be accepted if they have a care need). - Any residential condition (e.g. residents must come from a specific postcode area or have a local connection).
10. Date		State the date (day, month, year) when last updated.

Further statements should be added as follows at the end of the document:

- To reference documents providing further disclosures (if not done in the 'Details' section).
- To make it clear that the charges may change.
- To encourage customers to seek further advice (see the revised text in Code section 5.3).
- To include the relevant business details (a Companies Act requirement).

Reference any separate document where further disclosures are provided (e.g. <i>'For further details see All You Need to Know.'</i>).
Please note: Charges stated are correct at the date shown but may change annually or at other intervals over the period of residence.
We encourage you to discuss your housing options with your family and friends, and to seek independent legal, financial/benefits and any other appropriate advice, support, and representation, in connection with a move to an integrated retirement community.
Add business details in the format Name, registered office address, the phrase 'Registered in England and Wales' and the company number, e.g.: <i>'Associated Retirement Community Operators Ltd, 5th Floor, 167-169 Great Portland Street, London, W1W 5PF. Registered in England & Wales No. 08209801.'</i>

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2: KEY FACTS TEMPLATE: SHARED OWNERSHIP/PART-BUY, PART-RENT

The text in blue is guidance only and should be replaced with the suggested entries.

Insert **KEY FACTS, NAME OF OPERATOR, IRC NAME, TENURE TYPE, FINANCIAL YEAR.**
(e.g. *KEY FACTS, ARCO RETIREMENT LIVING, ARCO COURT, SHARED OWNERSHIP 2024-25*)

Section	Subsection	Details
1. Property details	Operator	State name of operator (the entity registered with ARCO).
	Landlord	Include only if different from operator. State name of company, etc.
	Management company	Include only if different from operator. State name of company, etc.
	Community	State name of IRC and when built or converted to its current use.
	Property type	- If generic: state e.g. <i>X 1-bed apartments, Y 2-bed apartments</i> - If specific: state e.g. <i>Apartment 27, 2-beds.</i> - If not stated in other documents, state what kitchen appliances (integrated or free-standing) are included in the sale (oven, hob, microwave, fridge-freezer, dishwasher, washing machine, etc) - If not stated in other documents, state whether any structural guarantee (e.g. NHBC) still applies.
	Status of unit	State whether the property/properties is/are New or Pre-owned.
	Occupancy	Indicate the maximum number of residents per property e.g. <i>For sole or dual occupancy.</i>
	Tenure	- State tenure (e.g. <i>'Shared ownership', 'Part-Buy, Part-Rent'</i>). - State the start date of the lease (e.g. <i>'X years from 20XX'</i>) - State the minimum and maximum shares and whether the share that can be purchased is fixed or staircasing is possible (e.g. <i>'Minimum share 50%, maximum share 90%. Staircasing available in increments of 10%.'</i>).
	Subletting	State <i>'Subletting is permitted'</i> or <i>'Subletting is not permitted'</i> .
	Nomination arrangements	- If leaseholders are nominated, indicate who has these rights (e.g. local authority housing department or charity). - Where a nomination agreement is in place, state whether applicants may also apply direct to the operator. - If there are no nomination arrangements, omit this row.
2. Cost of moving in	Care provider	- State the care provider registered with the care regulator (IRC operator, a local authority, or any specific 'care partner'). - Where a care provider has many branches, the name of the specific registered location must also be stated. - State also that residents can choose other providers (e.g. <i>'[Care provider] or resident's choice.'</i>).
	Price	- If generic (e.g. for new sales): state asking price or range (e.g. <i>'1-bed apartments: £XXX,XXX-£ XXX,XXX. 2-bed apartments £XXX,XXX-£ XXX,XXX.</i> - If different shares can be bought state the range (e.g. <i>'1 bed: From 50% £150,000 to 90% £300,000 2 bed: From 50% £180,000 to 90% £360,000.'</i>). - If specific (e.g. for a resale): state specific asking price
	Reservation fee	State any fee payable to the operator on reserving a property. This usually applies only to new properties.
	Deposit	- State the deposit payable on exchange (e.g. <i>'10% of the purchase price.'</i>). - State how this is protected (e.g. by the operator's conveyancer or a home warranty provider's insurance cover).
	Other costs	- State any health or care needs assessment fee charged by the operator. - State any legal fees charged by the operator (e.g. engrossment fees for a lease or any deed) - Remind customers that they will likely incur other costs (e.g. Stamp Duty, Solicitors' fees and Removals charges).

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Section	Subsection	Details
3. Ongoing charges payable to the operator	Rent	- State how the rent is calculated (e.g. <i>'The rent is 6% of the value of the unpurchased share per year.'</i>). - State the rent payable if the share is fixed, or the range payable between the minimum and maximum shares (e.g. <i>'£310 per month for a 50% share, falling to £31.00 per month for a 90% share.'</i>). - State if no rent is payable for a fixed share or beyond a certain share. - Take the same approach with any 'inclusive charge' (for rent, service charge, utilities, meals, etc) stating clearly what is included.
	Service charge	- State the amount of the standard service charge (or any equivalent 'management charge', 'management fee', 'concierge fee', etc). Use the name of the relevant charge as the subsection heading. - State whether the charge can go up and if so, on what basis e.g. "variable according to cost, reviewed annually, next review date 1 April 2027" or "rising by RPI (Retail Price Index) annually, next review date 1 April 2027" - For generic Key Facts state the amount per property type (e.g. <i>'1-bed £X,XXX.XX per month, 2-bed £X,XXX.XX per month'</i>). - If the charge varies between properties (e.g. by size) state the range and make it clear why the charge varies (e.g. <i>'1-bed £X,XXX.XX to £X.XXX.XX per month, depending on property floorspace'</i>). - Amounts can be stated per week, per month and/or per year. - If charged per week, state the amount per week; if charged per month state the amount per month. - If there is an initial service charge indicate when this will cease to apply (e.g. <i>'Initial service charge £X,XXX per year until April 2026'</i>). - Take the same approach with any 'inclusive charge' (for rent, service charge, utilities, meals, etc) stating clearly what is included.
	Support charges	If there are separate charges for additional support services, state the name of the charge (e.g. Wellbeing charge, Community Charge, Estate Management Charge, Support charge, Amenity charge) and the amounts payable, as above.
	Ground rent	- Ground rent is not usually charged on shared ownership properties as the owner does not own the full equity. - State the amount of any ground rent and when and how it increases (e.g. <i>'£XXX per year, increasing by RPI every 5 years, next review in 20XX'</i>). - If there is a 'peppercorn' ground rent state <i>'There is a nominal peppercorn rent, if demanded.'</i> - If ground rent applies for some properties but not for later phases of development, make this clear. - If there is no ground rent on any properties, do not delete the row but state instead <i>'Not applicable'</i>.
	Utilities	- State whether any utility charges are payable direct to the operator (e.g. for heating and hot water provided by a central boiler). - Where a fixed amount, state any such weekly or monthly charge. - If utility bills are paid by the operator but then recharged to residents based on metered usage per property, make this clear. - If arrangements vary between utilities make this clear instead (e.g. <i>'Heating and hot water: payable direct to [operator]. Water: Recharged by us monthly based on metered usage per property. Electricity: Payable to the resident's choice of supplier.'</i>)

		Omit this row if residents pay their own suppliers for all utilities (water supply and sewerage, electricity, and/or gas for heating and/or cooking). This should be made clear in section 5 below instead.
	Emergency alarm	State any separate charge for maintaining alarm systems. If this cost is covered by the service charge, state ' <i>Covered by the service charge</i> ').

Section	Subsection	Details
4. Care charges	Personal care	State the minimum care charge per hour payable direct to the operator, a local authority, or any specific 'care partner' (e.g. ' <i>[Care provider] charges from £XX.XX per hour for personal (domiciliary) care.</i> ').
	Nursing Care	- If nursing care is provided state minimum charge per hour payable direct to the operator, a local authority, or any specific 'care partner' (e.g. '<i>[Care provider] charges from £XX.XX per hour for nursing care.</i>'). - It is not necessary to state the full range of charges. If any charges are included, it must also be made clear whether different rates apply overnight, at weekends and on public holidays. It is not necessary to state these enhanced rates. - If nursing care is not provided state: '<i>Nursing care is not provided by may be arranged through GPs and District Nurses.</i>'
5. Ongoing charges payable to third parties	Utility bills	- Include here only those utilities (water supply and sewerage, electricity, and/or gas for heating and/or cooking) for which residents will have their own contract with a supplier. - Where any utility costs are payable direct to the operator, or billed by the operator, include this information instead under section 4 above.
	Council tax	- Specify at least the relevant Council tax band or the range (e.g. '<i>1-bed Band C. 2-bed Band D</i>', '<i>1-bed Bands C-D (depending on apartment floorspace), 2-bed Band E</i>'). - Where known, state the current charge for the property. - If not known, state '<i>Details are available from [local authority].</i>'
	TV licence	Arrangements are complex depending on age, entitlement to pension credit, and whether the IRC is entitled to an 'Accommodation for Residential Care' (ARC) licence. Given these complexities the entry here should simply be ' <i>See www.tvlicensing.co.uk.</i> '
	Telephone	- If the costs of providing the service and any calls are covered by the operator state (e.g.) '<i>Service provision and internal calls are covered by the service charge. External calls are billed monthly.</i>' - Otherwise state '<i>Resident's choice of external provider.</i>'
	Internet	- State whether there is any WiFi in the communal areas. - State whether the operator provides any WiFi in <i>individual properties</i> and whether covered by the service charge or charged separately. - If not state '<i>Resident's choice of external provider.</i>'
	Digital TV	- State if there is any communal aerial or satellite dish. - State '<i>Resident's choice of external provider.</i>'
6. Charges when leaving, selling or subletting	Event fee	- Describe any amount(s) paid (or financial benefit foregone) on resale, subletting, or occupancy changes (e.g. Assignment, Contingency Fund, Deferred Management, Event, Exit, Sinking Fund, or Transfer Fee). - Use the name of the relevant charge as the subsection heading. - State whether the fee is calculated on the full value of the equity purchased or only on the value of the share. - State how the fee is calculated (e.g. as a percentage of the sale price) and if and how this varies with length of occupation (e.g. '<i>A proportion of the open market or deemed resale value: 5% for resales in year 1, 10% in year 2, 15% in year 3 and 20% from the fourth year.</i>'). - State if linked to different options for the service charge (e.g. high service charge, low event fee; low service charge, high event fee). - State if the fee can be paid on purchase rather than on resale.
	Administration fees	State the amount of any additional fees for legal service or sales administration (e.g. checking the suitability of intending buyers) (e.g. '<i>Our legal fees for reassignment of lease £600 inc. VAT.</i>').

Section	Subsection	Details
/Continued 6. Charges when leaving, selling or subletting	Estate agency charges	- State whether there is any charge (in addition to any Administration fees) for estate agency services provided by the operator. - If this cost is instead covered by the event fee, make that clear. - State whether the operator has an exclusive right to market properties for resale and if so state for what period. - State how any estate agency fee is calculated (e.g. '1% of the sale price plus VAT.').
	Ongoing charges	- Describe what liability exists for rent, service charges and any other ongoing costs payable to the operator while a property is being resold and (if different) when a resident passes away. - State whether any liability (e.g. for rent and service charges) is capped (e.g. after a certain number of months).
	Redecoration costs	- Describe any charges that the operator has a right to levy for reinstatement, repairs, or redecoration works prior to resale. - State whether any such charges are deductible from the sale proceeds.
	Subletting charges	Specify any charges payable to the operator for subletting. If subletting is prohibited (as stated in section 1), omit this row.
7. Insurance	Arranged by the operator	- Mention all relevant forms of insurance arranged by the operator (e.g. Buildings, Public Liability Employers' Liability, and/or Professional Indemnity Insurance). - State if included in the service charge or charged separately.
	Arranged by owners	State (e.g.) ' <i>Residents are strongly advised to take out Home Contents insurance.</i> '
8. Funding of major repairs		- State how major repairs are funded (service charge, and/or event fee, etc). - State whether there is a dedicated fund for this purpose (e.g. Sinking Fund, Reserve Fund, Contingency Fund). If there is none, state 'Not applicable'. - State the latest available end-year balance, if any, at the end of the last financial year (e.g. 'Reserve fund balance at 31 March 2023: £XXX,XXX.'). - State whether any liability will fall on residents if the funds available are insufficient.
9. Constraints on selling		Mention all relevant constraints on resale: - Whether the operator has a right of first refusal (i.e. a right of pre-emption) when the property is resold. - Any minimum age limit and whether there is any flexibility (e.g. younger people may be accepted if they have a care need). - Any residential condition (e.g. residents must come from a specific postcode area or have a local connection).
10. Date		State the date (day, month, year) when last updated.

Further statements should be added as follows at the end of the document:

- To reference documents providing further disclosures (if not done in the 'Details' section).
- To make it clear that the charges may change.
- To encourage customers to seek further advice (see the revised text in Code section 5.3).
- To include the relevant business details (a Companies Act requirement).

Reference any separate document where further disclosures are provided (e.g. ' <i>For further details see All You Need to Know.</i> ').
Please note: Charges stated are correct at the date shown but may change annually or at other intervals over the period of residence.
We encourage you to discuss your housing options with your family and friends, and to seek independent legal, financial/benefits and any other appropriate advice, support, and representation, in connection with a move to an integrated retirement community.
Add business details in the format Name, registered office address, the phrase 'Registered in England and Wales' and the company number, e.g.: ' <i>Associated Retirement Community Operators Ltd, 5th Floor, 167-169 Great Portland Street, London, W1W 5PF. Registered in England & Wales No. 08209801.</i> '

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3: KEY FACTS TEMPLATE: RENTALS

The text in blue is guidance only and should be replaced with the suggested entries.

Insert **KEY FACTS, NAME OF OPERATOR, IRC NAME, TENURE TYPE, FINANCIAL YEAR.**
(e.g. *KEY FACTS, ARCO RETIREMENT LIVING, ARCO COURT, RENTAL 2024-25*)

Section	Subsection	Details
1. Property details	Operator	State name of operator (the entity registered with ARCO).
	Landlord	Include only if different from operator. State name of company, etc.
	Management company	Include only if different from operator. State name of company, etc.
	Community	State name of IRC and when built or converted to its current use.
	Property type	- If generic: state e.g. <i>X 1-bed apartments, Y 2-bed apartments</i> - If specific: state e.g. <i>Apartment 27, 2-beds.</i> - If not stated in other documents, state what kitchen appliances (integrated or free-standing) are included in the sale (oven, hob, microwave, fridge-freezer, dishwasher, washing machine, etc) - If not stated in other documents, state whether any structural guarantee (e.g. NHBC) still applies.
	Status of unit	State whether the property/properties is/are New or Pre-rented.
	Occupancy	Indicate the maximum number of residents per property e.g. <i>For sole or dual occupancy.</i>
	Tenure	State e.g. <i>'Assured Tenancy'</i> or <i>'Common law Tenancy'</i> .
	Subletting	State <i>'Subletting is permitted'</i> or <i>'Subletting is not permitted'</i> .
	Nomination arrangements	- If tenants are nominated, indicate who has these rights (e.g. local authority housing department or charity). - Where a nomination agreement is in place, state whether applicants may also apply direct to the operator. - If there are no nomination arrangements, omit this row.
	Care provider	- State the care provider registered with the care regulator (IRC operator, a local authority, or any specific 'care partner'). - Where a care provider has many branches, the name of the specific registered location must also be stated. - State also that residents can choose other providers (e.g. <i>'[Care provider] or resident's choice.'</i>).
2. Cost of moving in	Holding Deposit	- Where the Tenant Fees Act 2019 (TFA) applies (e.g. for Renters Rights Act (RRA) Assured Tenancies), state whether a Holding Deposit is payable and, if so, the amount (up to 1 week's rent), or (for specimen Key Facts) how it is calculated. - For other tenancies, state any Reservation Fee.
	Tenancy Deposit	- Where the TFA 2019 applies (e.g. for RRA Assured Tenancies, state whether a Tenancy Deposit is payable and, if so, state the amount (up to 5 weeks' rent where the annual rent is below £50,000 or up to 6 weeks' rent where the annual rent is between £50,000 and £100,000), or (for specimen Key Facts) how it is calculated. - State how any Tenancy Deposit is protected (this must be in a government approved scheme). - For other tenancies, state any Deposit (e.g. 'Breakages deposit') payable.
	Joining Fee	- Where the TFA 2019 does not apply, state whether any Joining Fee (or equivalent) is payable to the operator and, if so, the amount. Please note that joining fees cannot be charged in tenancies to which the TFA 2019 applies. - Explain the purpose of any such Fee.
	Advance charges	State what ongoing charges are payable on moving in. Where the TFA applies, you can ask for a maximum of 1 month's rent in advance after you and the

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		tenant have signed the tenancy agreement and before the tenancy start date.').
	Other costs	• Where the TFA applies, note that only permitted fees under the TFA may be charged as part of a tenancy. • State any health or care needs assessment fee charged by the operator. • Remind customers that they will likely incur other costs (e.g. Stamp Duty, Solicitors' fees and Removals charges). • For high value tenancies, advise customers that a Stamp Duty liability may arise (e.g. <i>'Where the cumulative rent for high-value tenancies exceeds £125,000, tenants will become liable for Stamp Duty Land Tax (SDLT) at a rate of 1% of the annual rent from that point.'</i>).

Section	Subsection	Details
3. Ongoing charges payable to the operator	Rent	- For generic Key Facts state the rent per property type (e.g. '1-bed £XXX.XX per month, 2-bed £XXX.XX per month'). - If the rent varies between properties (e.g. by size) state the range and make it clear why the rent varies (e.g. '1-bed £XXX.XX to £XXX.XX per month, depending on property floorspace'). - Amounts can be stated per week, per month and/or per year. - If charged per week, state the amount per week; if charged per month state the amount per month. - Where the rent includes service charge, utilities and/or meals etc, state clearly what is included. - Note that where the TFA applies (e.g. for RRA Assured Tenancies) a separate service charge is not a permitted fee under the TFA. Service costs may be included as part of the rent. A breakdown may be given, but clarify that the service costs are part of the rent as set out in the tenancy agreement. - Where the rent may be reviewed state how often ('e.g. Rent may be reviewed annually') and give next review date where possible.
	Service charge	- Use this line only where the TFA does not apply and a separate service charge is payable. - State the amount of the standard service charge (or any equivalent 'management charge', 'management fee', 'concierge fee', etc). Use the name of the relevant charge as the subsection heading. - For generic Key Facts state the amount per property type (e.g. '1-bed £X,XXX.XX per month, 2-bed £X,XXX.XX per month'). - If the charge varies between properties (e.g. by size) state the range and make it clear why the charge varies (e.g. '1-bed £X,XXX.XX to £X,XXX.XX per month, depending on property floorspace'). - Amounts can be stated per week, per month and/or per year. - If charged per week, state the amount per week; if charged per month state the amount per month. - If there is an initial service charge indicate when this will cease to apply (e.g. 'Initial service charge £X,XXX per year until April 2026'). - Take the same approach with any 'inclusive charge' (for rent, service charge, utilities, meals, etc) stating clearly what is included.
	Support charges	If there are separate charges for additional support services, state the name of the charge (e.g. Wellbeing charge, Community Charge, Estate Management Charge, Support charge, Amenity charge) and the amounts payable, as above. Note that where the TFA applies, these charges are prohibited fees and should not be included as part of the tenancy agreement.
	Utilities	- State whether any utility charges are payable direct to the operator (e.g. for heating and hot water provided by a central boiler). - Where a fixed amount, state any such weekly or monthly charge. - If utility bills are paid by the operator but then recharged to residents based on metered usage per property, make this clear. - If arrangements vary between utilities make this clear instead (e.g. 'Heating and hot water: payable direct to [operator]. Water: ...')

		<i>Recharged by us monthly based on metered usage per property. Electricity: Payable to the resident's choice of supplier.'</i>) • Omit this row if residents pay their own suppliers for all utilities (water supply and sewerage, electricity, and/or gas for heating and/or cooking). This should be made clear in section 5 below instead. • Note that OFGEM fixes maximum resale prices for electricity under s44 Electricity Act 1989 and for gas under s37 Gas Act 1986, and the Water Resale Order 2006 governs the maximum price for water; landlords cannot make a profit from reselling these utilities.
	Emergency alarm	State any separate charge for maintaining alarm systems. If this cost is covered by the service charge, state '<i>Covered by the service charge</i>'). Where the TFA applies (e.g. RRA Assured Tenancies) any such costs should be included in the rent or not charged.

Section	Subsection	Details
4. Care charges	Personal care	State the minimum care charge per hour payable direct to the operator, a local authority, or any specific 'care partner' (e.g. '[Care provider] charges from £XX.XX per hour for personal (domiciliary) care.'). Care charges should not be included in the tenancy agreement but should be subject to separate contract where the resident receives care.
	Nursing Care	- If nursing care is provided state minimum charge per hour payable direct to the operator, a local authority, or any specific 'care partner' (e.g. '[Care provider] charges from £XX.XX per hour for nursing care'). Care charges should not be included in the tenancy agreement but should be subject to separate contract where the resident receives care. - It is not necessary to state the full range of charges. If any charges are included, it must also be made clear whether different rates apply overnight, at weekends and on public holidays. It is not necessary to state these enhanced rates. - If nursing care is not provided state: '<i>Nursing care is not provided by may be arranged through GPs and District Nurses.</i>'
5. Ongoing charges payable to third parties	Utility bills	- Include here only those utilities (water supply and sewerage, electricity, and/or gas for heating and/or cooking) for which residents will have their own contract with a supplier. - Where any utility costs are payable direct to the operator, or billed by the operator, include this information instead under section 4 above.
	Council tax	- Where the TFA applies (e.g. RRA Assured Tenancies) you can include a payment for council tax within the rent where this is agreed in the tenancy agreement – if so, state "included in the rent" here. Alternatively you can include a term in the tenancy agreement requiring the tenant to pay council tax to the relevant local authority. You cannot require a tenant to pay a separate, additional payment for council tax to you directly. - Specify at least the relevant Council tax band or the range (e.g. '<i>1-bed Band C. 2-bed Band D</i>', '<i>1-bed Bands C-D (depending on apartment floorspace), 2-bed Band E</i>'). - Where known, state the current charge for the property. - If not known, state '<i>Details are available from [local authority].</i>'
	TV licence	- Where the TFA applies (e.g. RRA Assured Tenancies) you can include a payment for A TV licence within the rent where this is agreed in the tenancy agreement – if so, state "included in the rent" here. Alternatively you can include a term in the tenancy agreement requiring the tenant to pay for a TV licence. You cannot require a tenant to pay a separate, additional payment for a TV licence to you directly. - Arrangements are complex depending on age, entitlement to pension credit, and whether the IRC is entitled to an 'Accommodation for Residential Care' (ARC) licence. Given these complexities add here '<i>See www.tvlicensing.co.uk.</i>'
	Telephone	Where the TFA applies (e.g. RRA Assured Tenancies) you can include the cost of a landline phone in the rent payment if this is listed as a term in the tenancy agreement. If so, state

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		“included in the rent” here. Any utilities included in the rent must be an accurate reflection of costs. - For other tenancies, If the costs of providing the service and any calls are covered by the operator state (e.g.) <i>‘Service provision and internal calls are covered by the service charge. External calls are billed monthly’.</i> - Otherwise state <i>‘Resident’s choice of external provider.’</i>
	Internet	- State whether there is any WiFi in the communal areas. - State whether the operator provides any WiFi/broadband in <i>individual properties</i> - Where the TFA applies (e.g. RRA Assured Tenancies) you can include the cost of broadband in the rent payment if this is listed as a term in the tenancy agreement. If so, state “included in the rent” here. Any utilities included in the rent must be an accurate reflection of costs. - For other tenancies, state whether covered by the service charge or charged separately. - If not state <i>‘Resident’s choice of external provider.’</i>
	Digital TV	- State if there is any communal aerial or satellite dish. - State <i>‘Resident’s choice of external provider.’</i>
6. Charges when leaving or subletting	Ongoing charges	- Describe what liability exists for rent, service charges (if any) and any other ongoing costs payable to the operator during a notice period and (if different) when a resident passes away. - State whether any liability (e.g. for rent and service charges (if any)) is capped (e.g. after a certain number of months) or applies for the entire notice period. - Note that where the TFA applies any charges must be permitted fees under the TFA. For RRA Assured Tenancies, the maximum notice period where notice is given by the tenant/one of the tenants is two months.
	Redecoration costs	For non-TFA tenancies, describe any charges that the operator has a right to levy for reinstatement, repairs, or redecoration works prior to reletting.
	Subletting charges	For non-TFA tenancies, specify any charges payable to the operator for subletting. If subletting is prohibited (as stated in section 1), omit this row.

Section	Subsection	Details
7. Insurance	Arranged by the operator	- Mention all relevant forms of insurance arranged by the operator (e.g. Buildings, Public Liability Employers' Liability, and/or Professional Indemnity Insurance). - State if included in the service charge or charged separately.
	Arranged by owners	State (e.g.) <i>'Residents are strongly advised to take out Home Contents insurance.'</i>
8. Funding of major repairs		- State how major repairs are funded (rent, and/or service charge, etc). - State whether there is a dedicated fund for this purpose (e.g. Sinking Fund, Reserve Fund, Contingency Fund). If there is none, state 'Not applicable'. - State the latest available end-year balance, if any, at the end of the last financial year (e.g. 'Reserve fund balance at 31 March 2023: £XXX,XXX.'). - State whether any liability will fall on residents if the funds available are insufficient.
9. Constraints on letting		Mention all relevant constraints on letting: - Any minimum age limit and whether there is any flexibility (e.g. younger people may be accepted if they have a care need). - Any residential condition (e.g. residents must come from a specific postcode area or have a local connection).
10. Date		State the date (day, month, year) when last updated.

Further statements should be added as follows at the end of the document:

- To reference documents providing further disclosures (if not done in the 'Details' section).
- To make it clear that the charges may change.
- To encourage customers to seek further advice (see the revised text in Code section 5.3).
- To include the relevant business details (a Companies Act requirement).

Reference any separate document where further disclosures are provided (e.g. <i>'For further details see All You Need to Know.'</i>).
Please note: Charges stated are correct at the date shown but may change annually or at other intervals over the period of residence.
We encourage you to discuss your housing options with your family and friends, and to seek independent legal, financial/benefits and any other appropriate advice, support, and representation, in connection with a move to an integrated retirement community.
Add business details in the format Name, registered office address, the phrase 'Registered in England and Wales' and the company number, e.g.: <i>'Associated Retirement Community Operators Ltd, 5th Floor, 167-169 Great Portland Street, London, W1W 5PF. Registered in England & Wales No. 08209801.'</i>

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