

The ARCO Consumer Code

November 2026





ARCO (The Associated Retirement Community Operators) is the main body representing the Integrated Retirement Community (IRC) 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 IRC operator has agreed to be bound by these principles, has demonstrated compliance during one or more compliance reviews under the ARCO Consumer Code, and is part of ARCO's ongoing standards programme.

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

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Foreword

Integrated Retirement Communities (IRCs) – offering self-contained accommodation for sale, rent and/or shared ownership along with 24-hour support, care available for those who need it, restaurants or dining areas and a fantastic leisure and lifestyle programme – have been recognised across the political and civil society landscape as an important part of the UK's response to our ageing population and shortage of appropriate housing. ARCO is the main body representing the IRC sector in the UK. We also regulate our members through the ARCO Consumer Code, which covers the advertising and marketing, sale, and letting of rental, shared ownership and for sale properties in private and not-for-profit IRCs, as well as dealing with resident relations and complaints handling.

The ARCO Consumer Code sets the highest standards for ARCO members to adhere to and this underpins the protection of consumers in the Integrated Retirement Community (IRC) sector. Launched in 2015, the Code was updated in 2017 and 2024, and gained full approval under the Chartered Trading Standards Institute's Approved Code Scheme in 2025.

Now, following legislative updates including the Leasehold and Freehold Reform Act 2024, the Renters' Rights Act 2025 and the Digital Markets, Competition and Consumers Act 2024, this updated November 2026 version has come into force.

ARCO members sign up to the Standards and Compliance Framework, centred upon the Consumer Code, along with our programme of regular independent compliance reviews, guidance and support, overseen by the ARCO Standards Committee. The Committee is

empowered to take robust action if on any occasion the Code's standards are not met.

We are proud that the Consumer Code has achieved approval from the Chartered Trading Standards Institute under its Approved Code Scheme. This demonstrates that the Code sets the benchmark for good practice across marketing, sales and lettings, resident relations and complaints handling.

As part of the Code arrangements, consumers with a complaint under the Code can now seek independent redress from The Property Ombudsman, if the IRC operator is unable to resolve their complaint. We require that IRC operators raise awareness of the Code's requirements among residents as well as staff, and that it is made available to customers and residents free of charge. We want older people and their families to be aware of their rights and to feel empowered, to enjoy and make the most of their retirement in the knowledge that they will always be treated fairly by the operator of their IRC, with no surprise fees or unexpected charges.

We hope that the Consumer Code will give even more older people the confidence to move into an ARCO-registered IRC. All of our ARCO Approved Operators and their registered IRCs are listed on our website, www.arcouk.org.



Karen McArthur
Independent Chair,
ARCO Standards Committee



Michael Voges
Chief Executive,
ARCO



1 Introduction

1.1 This Code is owned and maintained by the Associated Retirement Community Operators (ARCO) Ltd. ARCO was formed in September 2012, and is the main body representing the 'integrated retirement community' sector in the UK. Integrated retirement communities (IRCs) 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 integrated retirement communities must be offered with security of tenure and may be purchased outright, leased in whole or in part (including Shared Ownership), or rented or occupied under a tenancy agreement.

Membership of ARCO is open only to Operators of Integrated Retirement Communities complying with the definition at paragraph 3.1 of this Code who maintain an onsite presence at their registered communities. Membership is not open to developers, freeholders or landlords of IRCs who do not also manage the operations and service provision in their communities directly or through another entity in their corporate group, unless the operating entity is itself a member of ARCO.

1.2 ARCO aims to:

(a) Promote confidence in the sector by setting rigorous standards for integrated retirement communities and actively enforcing these through robust self-regulation.

(b) Raise awareness of the IRC 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 integrated 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. Members must register all their eligible IRCs with ARCO.

1.4 ARCO members are accountable under the Code for the activities undertaken not only by their own staff but also by individuals or companies that they contract with at registered IRCs. This includes both entities within the member's corporate group and external agents or contractors, carrying out any aspect of service provision, management, advertising, marketing, or sales/lettings activity relevant to Code compliance.

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, an IRC, 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 IRC up to when they sign a reservation or tenancy agreement for a property in an IRC.

(b) 'Residents' are current occupiers, i.e., any property owner, renter, tenant or other occupier living in an IRC. 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 legal 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 through compliance review of at least one operational IRC. ARCO regularly monitors compliance with the Code through independent reviews, and reports to the Standards Committee, which determines whether 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 This Code is intended to complement the other Codes that cover aspects of the IRC sector, and to offer specific consumer protection for customers and residents of ARCO members. In preparing and reviewing this Code, ARCO has had regard to relevant legislation and guidance including the Digital Markets, Competition and Consumers Act 2024 and Competition and Markets Authority guidance; the Renters' Rights Act 2025; the Leasehold and Freehold Reform Act 2024; the Core Criteria and Guidance for the Approved Code Scheme produced by the Chartered Trading Standards Institute; the Advertising Standards Authority Codes; the New Homes Quality Code; the Codes of Practice of the Property Ombudsman and the Housing Ombudsman; the ARHM Code; and the Law Commission's report Event Fees in Retirement Properties.

1.9 All Approved Operators enable residents to access personal care in their ARCO-registered IRCs. Approved Operators will ensure that any such services that they provide to residents (either themselves, through a subsidiary, or through a 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 IRC receive 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 standards programme. The Code requires Approved Operators to provide a clear complaints procedure for complaints under the Code and to offer recourse to the independent approved Alternative Dispute Resolution (ADR) service (provided by the Property Ombudsman) if they cannot resolve a complaint under the Code to a complainant's satisfaction. If a matter cannot be resolved through ADR, or if a member fails to abide by the decision of the ADR provider, this will be considered by the ARCO Standards Committee. ARCO itself does not have a complaint handling function but can refer evidence of a breach of this Code to the Standards Committee. The Standards Committee will consider evidence supporting allegations of an infringement of the Code that are referred to it by ARCO, and ensure appropriate measures are taken to rectify any compliance failing, if found. Anyone with a concern regarding non-compliance with this Code by an ARCO member should contact consumercode@arcouk.org

1.11 ARCO monitors compliance with the Code and publishes information on its website regarding the performance of the membership as a whole against key performance indicators. ARCO regularly reviews this Code and updates its provisions as necessary in the light of changes in the law and guidance, wider external circumstances and changing expectations. Comments are welcome and should be sent to:

Associated Retirement Community Operators
167-169 Great Portland Street
5th Floor, London W1W 5PF

Telephone: 020 3697 1204
Email: consumercode@arcouk.org
Website: www.arcouk.org

1.12 In the following sections of this Code, 'we', 'our' and 'us' refer to 'ARCO Approved Operators'.

2 General provisions

2.1 From the date of our formal recognition as an ARCO Approved Operator, we will comply with all the provisions of this Code at each of the integrated 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 promptly implement any mandatory guidance from ARCO on compliance matters. We will abide by the decisions of any statutory or approved regulator, or ombudsman, with a remit over our activities, in addition to those of the ARCO Standards Committee and the approved ADR provider nominated to hear disputes under this Code.

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 decision of a court or tribunal that sets a precedent relating to our activities.

2.6 We will draw this Code to the attention of our employees. We will train them, as necessary, to ensure that we meet our legal obligations to consumers and our responsibilities under this Code. We will monitor their performance.

3 Requirements for integrated retirement communities (IRCs)

3.1 In our ARCO-registered IRCs we will:

(a) Provide IRCs 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 onsite and available at the community 24 hours a day.

(e) Make meals available in restaurants or dining areas.

(f) Offer communal facilities and encourage an active social programme in the community.

(g) Aim to offer people a home for life and to enable them to 'age in place'.

3.2 We will register all of our eligible IRCs with ARCO on a yearly basis and will notify ARCO as soon as reasonably practicable if one of our communities becomes eligible or ineligible for registration, 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 integrated retirement communities and services in our marketing, advertising, and sales/lettings 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 IRC 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 and guidance.

4.2 We will review any advertisements about properties at our communities produced by external estate agents and/or care or property portals when they are acting on our behalf, and will ensure that they are compliant with paragraph 4.1 of this Code. We will also review, so far as is reasonably practicable, other advertisements or listings produced by portals and/or on behalf of individual vendors, and will draw any substantive errors or omissions to the attention of the relevant portals, estate agents and/or vendors for amendment.

4.3 Whenever we state the price/rent or a price range for a property in our marketing, advertising, or sales/lettings materials, or on our website or on any price list, we will also give details of any other mandatory fees (e.g. an event fee, service/management charge, ground rent) payable. We will include all material information about a property in property listings and other invitations to purchase. Once sale prices have been identified, we will include the asking price or price range in all property listings and will not list properties as "POA" or "Price on application". When advertising rental properties we will always state the rent.

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. When invited into a consumer's home, we will not engage in any high-pressure selling techniques, including but not limited to befriending vulnerable consumers in order to sell or let to them at a later date. We will leave immediately if requested to do so or if it becomes apparent that the consumer is not interested in our IRC(s).

5 Joining an integrated 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 buy or rent a property at an IRC 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 an illness or disability that may put them at risk of making an incorrect or inappropriate decision; have poor literacy skills; have a lack of knowledge about the IRC product; who are considering moving at a time of particular stress or distress (for example, recent bereavement); or have a first language that is not English, where English is the only language in which material is available. We will make information available to individual consumers on request in alternative formats as appropriate.

5.3 We will advise customers to seek independent legal, financial/ benefits and any other appropriate advice, support, and representation in connection with a move to an integrated retirement community.

5.4 We will provide customers with all the pre-contractual information relevant to their form of tenure detailed in this Section of the Code (and any other information specified by relevant legislation) well in advance of asking them to make a commitment to buy or rent. This will include providing customers with at least a Key Facts document on registering an interest in an IRC by providing their contact details on first enquiry by telephone, email, in person or by completing an online form. In the case of customers liaising directly with a vendor or a sales/lettings agent, we will provide this information as soon as we are introduced to the customer. We will equip our employees with a checklist setting out which documents to provide at each stage of the customer journey.

5.5 In the information provided, we will include a Key Facts document, titled "Key Facts" and based on the current ARCO template (which can be found on the ARCO website, www.arcouk.org). Key Facts documents will provide information on the relevant property (if a specific property has been enquired about) or types of property, tenure(s) and the relevant IRC, including:

(a) Property and tenure information as set out in paragraph 4.3 of the Code;

(b) Unavoidable charges payable to the operator before joining the community, while living there, and on leaving.

(c) Unavoidable charges payable to third parties.

(d) Services to which discretionary charges apply.

(e) How capital expenditure works are funded and whether any liability will fall on residents if the funds available are insufficient.

(f) Any charges for sub-letting, where this is permitted.

(g) Any other matters specified in the current ARCO template.

5.6 Where a property is being resold or sublet, and we are not providing estate or lettings agency services for the vendor/lessor, we will, once we become aware of the sale/letting, seek to equip the vendor/lessor and/or their estate/lettings agent with the relevant Key Facts document, making clear which aspects of the Key Facts are relevant for sub-tenants and any other necessary information specified in Section 5 of this Code. We will encourage the vendor/lessor and/or their estate/lettings 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 IRC is managed, including information on how support, care, and other services for residents are organised.

5.8 We will provide customers with all material information on the properties available. This will include (this list is not exhaustive):

(a) Price/rent information and other fees and charges applicable.

(b) Tenure information.

(c) When the property was built or converted to its current use.

(d) Whether the property is new or previously occupied.

(e) What rooms and facilities the property offers, including a floorplan, if available.

(f) What furniture and kitchen/utility appliances, if any, are included.

(g) What structural guarantees are included, if any.

(h) Energy Performance Certificate (EPC), if required.

5.9 We will provide customers with information on any 'reservation fee', 'holding deposit' or equivalent. We will explain whether and if so how, 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. We will avoid putting pressure on customers by setting an unreasonably short reservation period.

5.10 We will protect tenancy deposits in accordance with our current legislative obligations (currently in England and Wales, the Tenant Fees Act 2019). When we are the vendor in a sales transaction, we will ensure that a buyer's conveyancing deposit is either held by our conveyancer as stakeholder, or (where paid as agent and released to us) protected by a home warranty provider's insurance cover. We will explain to customers how these payments are protected.

5.11 (a) We will provide customers with information on any service charge payable under their lease. In particular, we will explain:

(i) The current charge and what services the charge covers.

(ii) Whether the charge is 'fixed' or 'variable'.

(iii) When the charge changes and with what advance notice period (which must be no less than 28 days).

(iv) How we would manage any significant failure to provide a service covered by the charge.

(v) If any of the charge is payable before moving into the property.

(vi) Whether any part of the charge is held in trust and/or in a separate account.

Where we are required by legislation to provide residents with a service charge budget and annual report, we will provide a copy of the most recent budget and annual report to customers.

For communities with a variable charge, we will also:

(vii) Provide a copy of the current year itemised charge budget and/or accounts.

(viii) Explain how and when residents are informed about the charge budget and/or accounts.

(ix) Explain whether and how residents can influence the charge and the services offered.

(x) Describe how we manage any annual surplus or deficit on the charge account.

(b) We will set out in our policies what avenues of redress are available to residents if they are unhappy with the standard of service provided or the charges levied.

5.12 We will provide customers with information on any event fees that may be payable under their lease.

5.13 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. Where the event fee falls within s18 Landlord and Tenant Act 1985, it should be treated as a fixed service charge.

(f) Disclose who will receive the fee.

(g) Disclose whether any element of the fee will be held in trust.

5.14 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 (including any known shortfall), 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.

5.15 We will advise customers if we have a commercial interest in any other firm involved in running the IRC or providing services to residents or customers. 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 IRC.

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 accessible format(s), on request.

6.2 The terms and conditions set out in our contracts will be clear and fair and will comply with relevant legislation and guidance including the Consumer Rights Act 2015.

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 and how these change; any event fees charged when the resident leaves, sells, or sub-lets the property; and any fees payable on entry to the community; and (for leases predating the commencement of the relevant sections of the Leasehold Reform (Ground Rent) Act 2022) 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 IRC and our procedures when a resident's needs can no longer be met within the IRC. In any such cases we will consult the resident, authorised resident representative(s), and health and social care professionals, as appropriate. We will comply at all times with relevant legislation and guidance, including that relating to mental capacity.

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. We will make clear in our policies and/or in the lease or tenancy agreement any behaviours that are not permitted within the IRC and what residents should do if they are concerned about the behaviour of another resident.

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 via a variety of appropriate methods including a postal address. 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 regularly and on any 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 IRC facilities and services, including those provided by any third parties, 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. We will maintain a safeguarding policy and make residents and staff, including those of third parties delivering services within the IRC, aware of what to do if they have a safeguarding concern.

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. We will effectively distinguish between service requests and complaints. Service requests will be recorded, monitored, and reviewed regularly. Complaints should be dealt with under our Complaints procedure (see paragraph 8.3).

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 both online and in hard-copy forms. The procedure will include our full contact details.

8.4 Our procedure will include a clear timetable for dealing with written complaints. Our complaints procedure will not include unnecessary additional stages of review. We will provide a final decision as soon as possible and within the earlier of 56 calendar days from when we received a complaint or the maximum timescale permitted by the relevant statutory or approved Ombudsman or Alternative Dispute Resolution (ADR) provider, 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 and in a timely, 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 or ADR provider 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/ADR provider during any investigation and comply fully with the Ombudsman/ADR provider's final decision, which will be binding on us.

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

8.7 Where a complaint relates to this Consumer Code, we will signpost a complainant to the nominated approved ADR provider for disputes under this Code (the Property Ombudsman) where we issue a final response to a complaint. Either we or the complainant may refer the dispute to the nominated approved ADR provider. Referral does not prevent the complainant from taking legal action.

8.8 We will also make customers and residents aware of the role of the nominated approved ADR provider in resolving disputes under this Code.

9 Breaches of the Code

9.1 If we fail to cooperate or to implement the decision of the relevant Ombudsman or ADR provider this will be referred to the ARCO Standards Committee. The Standards Committee has power to consider any allegation of a breach of the Code referred to it by ARCO (at ARCO's sole discretion) or by the approved ADR provider with jurisdiction over complaints under this Code (the Property Ombudsman) (for failure to implement a remedy or failure to meet their contractual fees).

9.2 The ARCO Standards Committee, after hearing an allegation of breach of the Code under para 9.1, may:

(a) Issue a formal warning;

(b) Suspend Approved Operator, or Provisional or Prospective membership status for a fixed period;

(c) Require the member to take additional measures (either temporarily or permanently) as a condition of continued membership;

(d) Require a member to change, modify or establish an operating practice as a condition of continued membership;

(e) Require a member to provide remedies to an identified group of consumers as a condition of continued membership;

(f) Require a member to implement a remedy as directed by the nominated approved ADR provider, and/or settle fees due to the nominated approved ADR provider, as a condition of continued membership;

(g) In the case of serious or repeated compliance failures, terminate membership.



10 Monitoring compliance with the Code

10.1 We will nominate a Code Compliance Officer, who will be an employee whose role is relevant to ARCO compliance and sufficiently senior to allow them to ensure our compliance with this Code. The Code Compliance Officer 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 IRCs.

(c) Cascade information on the Code, and any guidance or training materials on compliance matters from ARCO, to our registered IRCs.

(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.

10.2 We will audit our own compliance with the Code at least once a year in all of our ARCO-registered IRCs. We will take action to rectify any non-compliance with the Code, and make our audit reports available to ARCO reviewers.

10.3 We will readily facilitate any compliance review or investigation by ARCO.



11 Promoting the Code

11.1 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 integrated retirement communities.

(b) Display the ARCO Approved Operator logo in marketing materials, property listings and on webpages relating to our ARCO-registered IRCs.

(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.

(f) Comply with current ARCO branding guidelines.

12 Glossary

Term	Definition used in this Code
ARCO Approved Operator	An integrated 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 compliance reviews under the ARCO Consumer Code in at least one operational IRC.
Consumer	Anyone with an interest in, or who comes into contact with, an IRC. 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 IRC up to when they sign a reservation or tenancy agreement for a property in an IRC.
Event Fee	This applies when a leaseholder has to pay an amount (or forgo 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 be referred to by a range of terms, for example 'deferred management' fees. Where the event fee falls within s18 Landlord and Tenant Act 1985, it should be treated as a fixed service charge.

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. Ground rents will no longer be included in new IRC long leases following the commencement of relevant provisions of the Leasehold Reform (Ground Rent) Act 2022.
Material information	Information required to be given to customers about a property in accordance with s230 Digital Markets, Competition and Consumers Act 2024 and forthcoming guidance from the Ministry of Housing, Communities and Local Government.
Resident	Current occupiers, namely any property owner, renter, or other tenant living in an IRC. 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 Charge - Fixed	A service charge within s18 Landlord and Tenant Act 1985 that is not a variable service charge (i.e., the whole or part of it does not and may not vary according to the relevant costs). In IRCs this will sometimes be a charge that remains fixed for the entire duration of a resident's stay. In other cases it will rise by a fixed percentage or by an index published by the Office for National Statistics, annually. A regular service charge may be called by a variety of terms e.g. "management charge" or "community fee". Where an event fee falls within s18 Landlord and Tenant Act 1985 (as amended by the Leasehold and Freehold

	Reform Act 2024) it should be treated as a fixed service charge.
Service Charge - Variable	A variable service charge as defined in s18 Landlord and Tenant Act 1985 (as amended by the Leasehold and Freehold Reform Act 2024), the whole or part of which varies or may vary according to the relevant costs. A service charge may be called by a variety of terms e.g. “management charge” or “community fee”.
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 Integrated Retirement Community (IRC) sector in the UK. An IRC 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 IRCs and actively enforcing these through robust self-regulation through the ARCO Consumer Code and the associated Standards and Compliance Framework.

- Raise awareness of the IRC 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 IRC model, and identifying and sharing good practice among members, affiliates, stakeholders, and across the wider sector.

The ARCO Consumer Code applies only to those IRCs in the UK registered with ARCO. As a condition of membership, all ARCO

members have signed up to and pledge 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 compliance review of an operational IRC.

- Provisional ARCO members, who are currently undergoing their first compliance review of at least one operational IRC. Each provisional member will become an Approved Operator (and full ARCO member) only after they have achieved compliance on this review.

- Prospective ARCO members, who are currently building to operate their first IRC(s). During this process they will undergo compliance reviews 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 compliance review of at least one operational IRC.

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

Consumer Code FAQs

What is an Integrated Retirement Community?

An Integrated Retirement Community (IRC) provides self-contained accommodation (which can be purchased or rented with security of tenure) that has been designed with the needs of older people in mind. Residents have their own private homes in the midst of a supportive and friendly community, with access to many communal facilities that might include a residents' lounge, restaurant, hair salon, gardens, swimming pool, and gym.

IRCs may also be referred to as retirement villages, extra care housing, Housing-with-Care, assisted living, close care apartments, or independent living.

Why is the ARCO Consumer Code important?

ARCO established the Code in order to create a clear framework for the operation and delivery of IRCs. This enables consumers to make informed choices and to maintain and increase confidence in the sector. ARCO members aim to be proactive, not reactive, to the needs of consumers and the Code is a key element of this vision.

Who established the Code?

The ARCO Consumer Code was developed and agreed by ARCO's members, who committed to be bound by a common set of operating standards. In 2025, the Consumer Code obtained full approval under the Chartered Trading Standards Institute's Approved Code Scheme, demonstrating that it meets best practice standards in consumer relations.

Who does it cover?

The Code applies to those IRCs that have been registered with ARCO by Approved Operators. It does not cover any other services or offers that members may provide (such as care homes or other forms of retirement housing).

Prospective and Provisional members of ARCO have also agreed to be bound by the Consumer Code, but will only become an Approved Operator once

they have achieved compliance on one or more compliance reviews of an operational IRC.

How do I know if my IRC is registered with ARCO?

A full list of our members' communities can be found on our website map. Each registered IRC also has a certificate displayed on site.

How are IRCs reviewed under the Consumer Code?

ARCO commissions independent and experienced reviewers to support our Standards programme. The reviewer will form a view on an operator's compliance based on online/written documentation (such as websites, property listings, policies and procedures, marketing materials, contracts, etc.) and other information supplied by operators.

What if an operator is found to be non-compliant?

Operators receive a compliance review report detailing non-compliance issues. Operators then need to resolve these issues within a given timeframe in order to become/remain Approved Operators under the Consumer Code.

Does a member need to have all their communities reviewed if they want to become an Approved Operator under the Consumer Code?

Operators first need to achieve compliance on a compliance review of at least one operational IRC to become an Approved Operator. Operators will then need to demonstrate compliance regularly on a sample of their communities, so not all communities will be reviewed in any given year.

ARCO members agree to be bound by ARCO's Standards and Compliance Framework, which includes a number of provisions with reviews under the Consumer Code at its centre. The number of reviews will depend on the number of communities a member operates – larger operators will need to go through a higher number of reviews.

What if I think someone doesn't comply or I have a complaint?

Complaints under the ARCO Consumer Code should be addressed to the operator in the first instance. If the operator is unable to resolve your complaint to your satisfaction, you can contact The Property Ombudsman through this webpage **ARCO | The Property Ombudsman** (www.tpos.co.uk/business-search/arco), providing the name of your operator and scheme.

Outside the complaints context, anyone who is concerned that a member is not complying with the Consumer Code can contact ARCO at consumercode@arcouk.org

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For more information on ARCO, visit:
www.arcouk.org