

Part 8 of the Enterprise Act 2002 (EA02)

Care UK Health & Social Care Holdings Limited and its subsidiaries (as listed below¹), together referred to as ‘Care UK’

Summary of changes made relating to:

Part 2 of the Consumer Rights Act 2015 (CRA)

Following the Competition and Markets Authority’s consumer law investigation into the residential care homes (for the elderly) sector, Care UK has voluntarily made changes to the terms of its standard Admission Agreement for self-funded (or part funded) permanent residents in English Care UK care homes (“the Admission Agreement”). These changes relate to the period for which fees are charged following a resident’s death and the handling of any uncollected possessions.

Summary of Changes made to Care UK’s Admission Agreement

In summary, Care UK has stopped using terms which allowed weekly fees to be charged for 2 weeks following a resident’s death. It has made changes to its Admission Agreement which:

1. Provide that weekly fees will be charged for a period of 3 days, starting from the day after the resident’s death, subject to personal belongings being removed within the 3 day period. Further, if the room is re-let within the 3 day period, weekly fees will not be charged from the day of re-occupation.
2. If the resident’s possessions are not removed within the 3 day period, allow for the weekly fees to be charged until possessions are removed subject to a maximum period of 10 days (starting from the day after the residents death), at which point no further fees will be charged.

¹ The subsidiary entities referred to above are Care UK Community Partnerships Ltd, Lanemile Limited, CHS Healthcare Limited, Community Health Services Limited, CHS (Kincardine) Limited, Care UK Community Partnerships (Suffolk) Limited and Ellerash Limited

3. Allow the deceased's representative to request in writing a longer period (than those referred to in paragraphs 1 and 2) to remove possessions (consent to which will not be unreasonably withheld), but in these circumstances weekly fees will continue to be charged until the room is cleared.
4. In the case of a Local Authority funded resident, following the resident's death, ensure that a Third-Party's contribution (towards the Local Authority Funding) will:
 - Not increase in amount; and
 - Be payable for the same length of time (if any) that the Local Authority is obliged to pay its funding.
5. Provide for comparable provisions (as described in paragraph 4 above) for any other Third-Party, who was liable to pay a contribution towards the resident's fees. The length of time for which such a Third-Party will need to continue to pay their contribution, following a resident's death, is consistent with the terms described in paragraphs 1 to 3 above.
6. Provide where the care home needs to prepare the room for subsequent occupation after the 3 day period, reasonable steps will be taken to contact the deceased's representative before belongings are removed by the care home.
7. Provide, where possible, belongings removed from the room by the care home will be stored at the home, whilst reserving the right to use off site storage (when needed due to large bulky items) and to charge the estate reasonable costs for the removal and storage of belongings.
8. After 28 days from the day after the resident's death, if any belongings remain in the care home or in off-site storage, require at least 14 days written notice to be provided to the deceased's representative that the belongings are to be sold or disposed of.
9. In the case of a sale of belongings, require the care home to try to obtain a reasonable price and to refund any proceeds from the sale (less any reasonable expenses incurred by arranging the sale) within 30 days following such a sale.