

Part 8 of the Enterprise Act 2002 (EA02)

The Fremantle Trust

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, The Fremantle Trust has voluntarily made changes to the terms and conditions, as set out in its Private Contract with permanent self-funded residents ("the private contract"). 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 The Fremantle Trust private contract

In summary, the Fremantle Trust has stopped using terms which allowed weekly fees to be charged for a period of 14 days from the date of the resident's death. It has made changes to its private contract which:

1. Provide, following a resident's death, weekly fees will be charged until all of the residents' personal possessions have been removed from the room up to a maximum payment period of 10 days.
2. Require Fremantle to contact the deceased 's representative, when possessions have not been removed after 5 days (from the date of the resident's death).
3. If possessions have not been removed after the 10 day period (referred to in paragraph 1), allow Fremantle to clear the room and, before such action occurs, require Fremantle to inform the deceased's representative and to then store the possessions for a period of one month at no additional cost.
4. Allow the deceased's representative to extend the period that possessions can remain within the room (via a written request) and in these circumstances allow Fremantle, after the expiry of the 10 day period, to charge £50 per day until possessions are removed.

5. Subject to reasonable written notice being given to the deceased's representatives, permit disposal or sale of possessions, if they are not collected within one month or as agreed in writing. And where possessions are sold, provide for the proceeds of any sale, less any reasonable costs for storing and selling the possessions, to be passed on to the estate.