

SCHEDULE 4

INTRODUCTORY STANDARD CONTRACTS

Written statement may address secure contract arising at end of introductory standard contract

- 6 (1) Sub-paragraph (2) applies if, before the end of the introductory period, the landlord and the contract-holder have agreed (subject to the provisions of this Act as to the incorporation of fundamental and supplementary provisions) what the terms of the secure contract that may arise at the end of the introductory period are to be.
- (2) A written statement of the introductory standard contract may set out the terms of the secure contract by—
- (a) identifying the terms of the introductory standard contract that will not be terms of the secure contract, and setting out the terms that will apply only to the secure contract, or
 - (b) separately setting out all of the terms of the secure contract.
- (3) Where a written statement of an introductory standard contract addresses the secure contract in accordance with sub-paragraph (2) (a “relevant written statement”)—
- (a) the relevant written statement is not incorrect (see section 37) merely because it addresses the secure contract,
 - (b) the landlord is to be treated as having complied with the requirement in section 31(1) (provision of written statement) in relation to the secure contract, and
 - (c) the terms of the secure contract may not be enforced against the contract-holder before the occupation date of that contract (and accordingly, section 42 does not apply).
- (4) If the occupation date of a secure contract addressed in a relevant written statement changes because the landlord has extended the introductory period in accordance with paragraph 3, the relevant written statement is not incorrect merely because it does not set out the new occupation date.