



The Law Society

The Law Society Business Lease (Whole of Building) (Registered) 2008

LR1. DATE OF LEASE 17 May 2011

LR2. TITLE NUMBER(S)

LR2.1 LANDLORD'S TITLE NUMBER(S) NYK 353708

LR2.2 OTHER TITLE NUMBERS

LR3. PARTIES TO THIS LEASE

LANDLORD VIAMED PROPERTIES LIMITED

ADDRESS 15 Station Road Cross Hills Keighley

West Yorkshire

POSTCODE BD20 7DT

COMPANY NO. 01291765

TEENANT VIAMED LIMITED

ADDRESS 15 Station Road Cross Hills Keighley

West Yorkshire

POSTCODE BD20 7DT

COMPANY NO. 01291765

GUARANTOR NONE

ADDRESS

POSTCODE

COMPANY NO.

LR4. PROPERTY 15 Station Road Cross Hills

Keighley West Yorkshire

POSTCODE BD20 7DT

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

LR5: PRESCRIBED STATEMENTS ETC.

None

LR6. TERM FOR WHICH THE PROPERTY IS LEASED

From and including 1 January 2012

To and including 31 December 2015

LR7. PREMIUM

None

LR8 PROHIBITIONS OR RESTRICTIONS ON DISPOSING OF THIS LEASE

This lease contains a provision that prohibits or restricts dispositions.

LR9. RIGHTS OF ACQUISITION ETC.

LR9.1 TENANTS CONTRACTUAL RIGHTS TO RENEW THIS LEASE, TO ACQUIRE THE REVERSION OR ANOTHER LEASE OF THE PROPERTY, OR TO ACQUIRE AN INTEREST IN OTHER LAND

None

LR9.2 TENANT'S COVENANT TO (OR OFFER TO) SURRENDER THIS LEASE

None

LR9.3 LANDLORD'S CONTRACTUAL RIGHTS TO ACQUIRE THIS LEASE

None

LR10. RESTRICTIVE COVENANTS GIVEN IN THIS LEASE BY THE LANDLORD IN RESPECT OF LAND OTHER THAN THE PROPERTY

None

LR11. EASEMENTS

LR11.1 EASEMENTS GRANTED BY THIS LEASE FOR THE BENEFIT OF THE PROPERTY

None

LR11.2 EASEMENTS GRANTED OR RESERVED BY THIS LEASE OVER THE PROPERTY FOR THE BENEFIT OF OTHER PROPERTY

None

LR12.1 ESTATE RENTCHARGE BURDENING THE PROPERTY

None

LR13. APPLICATION FOR STANDARD FORM OF RESTRICTION

None

LR14. DECLARATION OF TRUST WHERE THERE IS MORE THAN ONE PERSON COMPRISING THE TENANT

The Tenant is more than one person. They are to hold the property on trust for themselves as joint tenants (tenants in common in equal shares).
Joint tenants (tenants in common in equal shares) - N/A

USE ALLOWED

Light manufacturing and/or industrial purposes and/or as storage and warehousing with ancillary offices

or any other use to which the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)

RENT

Twenty three thousand five hundred Pounds

(£23500) a year, subject to increase from every review date under clause 8 (market rent review) or, if this box is ticked ☐, clause 15 (index-linked rent review)

FIRST PAYMENT DATE

The 18th Aug 2010

MONTHLY PAYMENT DATE

The First day of every month

RENT REVIEW DATES

Every anniversary of the start of the lease term

The Landlord lets the property to the Tenant for the lease term at the rent and on the terms in clauses 1 to 14 and in any additional clauses:

TENANT'S OBLIGATIONS

PAYMENTS

1. The Tenant is to pay the Landlord:

1.1 the rent, which is to be paid by the following instalments:

- (a) on the first payment date, a proportionate sum from that date to the next monthly payment date
- (b) on each monthly payment date, one-twelfth of the annual rent

1.2 a fair proportion (decided by a surveyor whom the Landlord nominates) of the cost of repairing, maintaining and cleaning: party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and things used or shared with other property

1.3 the cost (including professional fees) of any works to the property which the Landlord does after the Tenant defaults

1.4 the costs and expenses (including professional fees) which the Landlord incurs in:

- (a) dealing with any application by the Tenant for consent or approval, whether it is given or not
- (b) preparing and serving a notice of a breach of the Tenant's obligations, under section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order
- (c) preparing and serving schedules of dilapidations either during the lease term or recording failure to give up the property in the appropriate state of repair when this lease ends
- (d) insuring the property under this lease

1.5 interest at the Law Society's interest rate on any of the above payments when more than fourteen days overdue, to be calculated from its due date

1.6 in making payments under this clause:

- (a) nothing is to be deducted or set off
- (b) any value added tax payable is to be added

The Tenant is also to make the following payments, with value added tax where payable:

- 2.1 all periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid on the due date to the appropriate authorities
- 2.2 the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed; to be paid to the appropriate authority
- 2.3 a registration fee of £40 for each document which this lease requires the Tenant to register, to be paid to the Landlord's solicitors when presenting the document for registration

USE

3. The Tenant is to comply with the following requirements as to the use of the property and any part of it, and is not to authorise or allow anyone else to contravene them:

3.1 to use the property, except any residential accommodation, only for the use allowed

3.2 to use any residential accommodation only as a home for one family

3.3 not to do anything which might invalidate any insurance policy covering any part of the property or which might increase the premium

3.4 not to hold an auction in the property

3.5 not to use the property for any activities which are dangerous, offensive, noxious, illegal or immoral; or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property

3.6 not to display any signs or advertisements on the outside of the property or within are visible from outside the property unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)

3.7 not to overload any part of the property

3.8 to comply with every statutory obligation authorising or regulating how the property is used; and to obtain, comply with the terms of, renew and continue any license or registration which is required

4 ACCESS

4. The Tenant is to give the Landlord, or anyone with the Landlord's written authority, access to the property:

4.1 for these purposes:

- (a) inspecting the condition of the property; or how it is being used
- (b) doing works which the Landlord is permitted to do under clause 5.8
- (c) complying with any statutory obligation
- (d) viewing the property as a prospective buyer, tenant or mortgagee
- (e) valuing the property
- (f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires or cables serving the property or any neighbouring property

4.2 and only on seven days' written notice except in an emergency

4.3 and during normal business hours except in an emergency

4.4 and the Landlord is promptly to make good all damage caused to the property and any goods there in exercising these rights

5 CONDITION AND WORK

5. The Tenant is to comply with the following duties in relation to the property:

5.1 to maintain the state and condition of the property; but the Tenant need not alter or improve it except as required in clause 5.7

5.2 to decorate the inside and outside of the property:

- (a) in every fifth year of the lease term
- (b) in the last three months of the lease term (however it ends) except to the extent that it has been decorated in the previous year

and on each occasion the Tenant is to use the colours and the types of finish used previously

5.3 not to make any structural alterations, external alterations or additions to the property

5.4 not to make any other alterations affecting services or systems in the property unless the Landlord gives written consent in advance; and the Landlord is not entitled to withhold that consent unreasonably

5.5 to notify the Landlord of all alterations or additions to the property not covered by clauses 5.3 or 5.4

5.6 to keep any plate glass in the property insured for its full replacement cost with reputable insurers; to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged

5.7 to do any work to the property required under a statute even if it alters or improves the property. The work is to be done on the following conditions:

- (a) before doing it, the Tenant is to obtain the Landlord's written consent (and the Landlord is not entitled to withhold that consent unreasonably)

(b) the Landlord is to contribute a fair proportion of the cost, taking into account any value of the work to the Landlord and any dispute is to be decided by arbitration under clause 14.3

5.8 if the Tenant fails to do any work which this lease requires and the Landlord gives the Tenant written notice to do it, to do that work. In such a case, the Tenant is to start the work within two months, or immediately in case of emergency, and proceed diligently with it. In default, the Tenant is to permit the Landlord to do the work.

5.9 However, this clause

- (a) does not require the Tenant to make good damage by a risk not required to be insured under clause 11.1 unless resulting from the act or default of the Tenant
- (b) only requires the Tenant to make good damage caused by an insured risk to the extent that the insurance money has not been paid because of any act or default of the Tenant

TRANSFER ETC.

6.1 The Tenant is to comply with the following:

6.1 the Tenant is to share @
of it is to be transferred, sublet or occupied separately from the
enamel. (See Rider)

6.2 the Tenant is not to transfer or sublet the whole of the property unless the Landlord gives written consent in advance (and the Landlord is not entitled to withhold that consent unreasonably)

6.3 any sublease is to be on terms which are consistent with this lease, but is not to permit the sub-tenant to underlet

6.4 within four weeks after the property is transferred, mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer, mortgage or sublease sent to them for registration with the fee payable under clause 2.3

6.5 if -

- (a) the financial standing of the proposed transferee, and any guarantor, is lower than that of the current tenant, or the proposed transferee is resident or registered overseas, and

- (b) the Landlord reasonably requires

a Tenant who transfers the whole of the property is to give the Landlord a written guarantee, in the terms set out in the Guarantee Box, that the transferee will perform the Tenant's obligations

OTHER MATTERS

7. The Tenant:

7.1 is to give the Landlord a copy of any notice concerning the property or any neighbouring property as soon as it is received

7.2 is to allow the Landlord, during the last six months of the lease term, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let

7.3 is not to apply for planning permission relating to the use of the property or any addition or alteration unless the Landlord gives written consent in advance (and the Landlord is not entitled to withhold that consent unreasonably where the use or addition or alteration is permitted by this lease or has the Landlord's written consent)

7.4 in carrying out, using and doing work on the property, is to comply with all statutory requirements

RENT REVIEW - MARKET RENT

8.1 On each rent review date, the rent is to increase to the market rent if that is higher than the rent applying before that date

8.2 The market rent is the rent which a willing tenant would pay for the property on the open market, if let on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a term equal to the remainder of the lease term, assuming that at that date:

- (a) no account is taken of any goodwill belonging to anyone who has occupied the property
- (b) the property is vacant and has not been occupied by the Tenant or any sub-tenant
- (c) the property can immediately be used
- (d) the property is in the condition required by this lease and any damage caused by any of the risks to be insured under clause 11 has been made good

(e) the Tenant or sub-tenant has previously, during the lease term, done anything to the property to increase or decrease its rental value. In this paragraph "anything" includes work done by the Tenant to comply with clause 5.7, but nothing else which the Tenant was obliged to do under this lease

8.3 If the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease

8.4 If the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under clause 14.3

8.5 (a) The Tenant is to pay rent at the rate applying before the rent review date until the next rent payment date after the new rent is agreed or decided

(b) Starting on that rent payment date, the Tenant is to pay the new rent

(c) On that rent payment date, the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest at 4% below the Law Society's interest rate on the excess of each instalment from its payment date

9 DAMAGE

9. If the property is damaged by any of the risks required to be insured under clause 11 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:

9.1 the rent, or a fair proportion of it, is to be suspended for three years or if earlier, until the whole of the property can again be used for the use allowed

9.2 if at any time it is unlikely that the property will be fully restored either within three years from the date of the damage, but (if sooner) before the end of the lease term, the Landlord (stating as he has not wilfully delayed the restoration) or the Tenant may end this lease by giving one month's notice to the other in which case

- (a) the insurance money belongs to the Landlord and

- (b) the Landlord's obligation to make good damage under clause 11 ceases

9.3 a notice under clause 9.2 is only effective if given within three years from the date of the damage

9.4 If the insurers refuse to pay all or part of the insurance money because of the Tenant's act or default:

- (a) to the extent of that refusal, the Tenant cannot claim the benefit of clause 9.1

- (b) the Tenant cannot serve notice under clause 9.2

9.5 If the property is damaged (but not as a result of the act or default of the Tenant) by a risk not required to be insured under clause 11.1 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:

- (a) the rent or a fair proportion of it is to be suspended for three years, or if earlier, until the whole property can again be used for the use allowed, and

- (b) not earlier than two months after the date of the damage, either the Landlord or the Tenant may, unless the Landlord has previously undertaken promptly to make good the damage, end the lease by giving at least one month's notice to the other

9.6 Any dispute under any part of this clause is to be decided by arbitration under clause 14.3

LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS

10 QUIET ENJOYMENT

10. The Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord

11 INSURANCE

11. The Landlord is to:

11.1 keep the property (except the plate glass) insured on reasonable terms with reputable insurers to cover:

- (a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent
- (b) against fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and other risks reasonably required by the Landlord

so far as cover is available at normal insurance rates for the locality and subject to reasonable excesses and exclusions

11.2 take all necessary steps to make good as soon as possible all damage to the property by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant

11.3 give the Tenant on request once a year:

- (a) particulars of the policy and evidence from the insurer that it is in force
- (b) details of any commission received by the Landlord for that insurance

12 FORFEITURE

12. This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:

- (a) payment of any rent is fourteen days overdue, even if it was not formally demanded
- (b) the Tenant has not complied with any of the terms of this lease
- (c) the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of the Tenant's property is appointed
- (d) the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver appointed or has an administration order made in respect of it or the directors of the Tenant give notice of their intention to appoint an administrator

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor

13 END OF LEASE

13. When this lease ends the Tenant is to:

13.1 return the property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it

13.2 (if the Landlord reasonably requires) remove anything the Tenant fixed to the property and make good any damage which that causes

13.3 remove all the alterations or additions to the property made by the Tenant or its predecessors without the Landlord's consent (where that consent was required)

13.4 remove all or any of the alterations or additions to the property made, either with the Landlord's consent or where such consent was not required, by the Tenant or its predecessors in title if -

- (a) the Landlord reasonably requires; and
- (b) the Landlord gives the Tenant written notice of the requirement at least six months before the end of this lease, or later if shorter notice is reasonable

GENERAL

14 PARTIES' RESPONSIBILITY

14.1 Wherever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually

SERVICE OF NOTICE

14.2 The rules about serving notices in section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease

ARBITRATION

14.3 Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Act 1996. This Landlord and the Tenant may agree the appointment of an arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

HEADINGS

14.4 The headings do not form part of this lease

15 RENT REVIEW - INDEX LINKED

15.1 Clause 1 does not apply to this lease

15.2 On each rent review date, the rent is to be adjusted by reference to the Index, as follows

15.3 The adjusted rent is to be: the initial rent payable under this lease (or any rent free period has expired) multiplied by the index figure at the rent review date and divided by the index figure at the start of the term of this lease

15.4 (a) The Tenant is to pay rent at the rate applying before the rent review date until the next rent payment date after the new rent is agreed or decided

(b) Starting on that rent payment date, the Tenant is to pay the new rent

(c) On that rent payment date

(i) the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest at 4% below the Law Society's interest rate on the excess of each instalment from its rent payment date

(ii) the Landlord is to refund any amount by which the rent paid exceeds the rent payable since the rent review date, with interest at 4% below the Law Society's interest rate on the excess of each instalment from the date of receipt

15.5 For the purposes of this clause:

(a) The Index means the "all items" figure of the Index of Retail Prices published by the Office for National Statistics or any officially published index intended to supersede it

(b) the index figure for a particular date means the last published figure of the Index before that date

(c) If the method of calculation of the Index is changed, any official reconciliation between the old and the new method should be adopted

15.6 Any dispute under any part of this clause is to be decided by arbitration under clause 14.3

16. See Rider

GUARANTEE BOX

The terms in this box only take effect if a guarantor is named in clause LR.3 and then only until the Tenant transfers this lease with the Landlord's written consent. The Guarantor must sign this lease.

The Guarantor agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease during the lease term or any statutory extension of it. If the Tenant is insolvent or this lease ends because it is disclaimed, the Guarantor agrees to accept a new lease, if the Landlord so requires, in the same form but at the rent then payable. Even if the Landlord gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with terms of this lease, the Guarantor's obligation remains fully effective.

CODE FOR LEASING BUSINESS PREMISES IN ENGLAND AND WALES 2007

This lease is intended to conform to the Code, which is endorsed by the Department for Communities and Local Government, the Welsh Assembly Government, the Law Society and other bodies. Please see www.leasebusinesspremises.co.uk

**THIS DOCUMENT CREATES LEGAL RIGHTS
AND LEGAL OBLIGATIONS. DO NOT SIGN IT
UNTIL YOU HAVE CONSULTED A SOLICITOR.**

If a party to this lease is a company:

- (a) two directors, or
- (b) a director and a company secretary, or
- (c) a single director whose signature is independently witnessed

must sign on behalf of the company.

Signed as a deed by/on behalf of the
Landlord and delivered in the presence of:

Witness 1: ZZ, * = #

Landlord

[Signature]

Witness 2: REBECCA HUGHES 167 GILKNEY ROAD, SKIPTON

Witness 3: Witness 3's occupation and address

Signed as a deed by/on behalf of the
Tenant and delivered in the presence of:

Tenant

Witness

Witness 1: Witness 1's occupation and address

Signed as a deed by/on behalf of the
Guarantor and delivered in the presence of:

Guarantor

Witness

Witness 1: Witness 1's occupation and address

Rider

6.1.1.1 Subject to clause 6.1.2 the Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder

6.1.2 the Tenant may share the occupation of the whole or any part of the premises with Vandagraph Limited or Vandagraph Sensor Technologies Limited or with any company that is a member of the same group as the Tenant within the meaning of Section 42 of the Landlord and Tenant Act 1954 for so long as both companies remain members of that group and otherwise than in a manner that transfers or creates a legal estate

16. EXCLUSION OF THE LANDLORD AND TENANT ACT 1954 SECTIONS 24-28

16.1 On the 30 day of April, (2012 the Landlord served Notice on the Tenant pursuant to the provisions of the Landlord and Tenant Act 1954 Section 38A(3) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and the Tenant on the 1 day of May 2012 made a statutory declaration pursuant to Schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

16.2 AGREEMENT TO EXCLUDE

Pursuant to the Landlord and Tenant Act 1954 Section 38(A)(1) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 the parties agree that the provisions of the Landlord and Tenant Act 1954 Sections 24-28 inclusive are to be excluded in relation to the tenancy created by this Lease

Signed..... **MS***

Signed..... *J. Hunt*

Signed.....

Signed.....