

SHARERS LICENCE

DATED _____

LICENSOR Bootstrap Company Limited

LICENSEE _____

ADDRESS _____

TERMINATION DATE _____

CONSIDERATION i) £_____ as a deposit

And thereafter

ii) £_____ per calendar month (exclusive of VAT) in advance on the first day of each month for:

Room_____, _____ Floor
The Printhouse
18 Ashwin Street
London
E8 "the premises"

A. WHEREAS the Licensor is prepared to make certain unit available to the Licensee from and inclusive of the date of this agreement up and until the termination date (inclusive) on a sharing basis who a fundamental term and condition of the agreement accepts that no tenancy is created but that there shall be only a mere right to occupy certain space on the basis of sharing the same with the Licensor and such others as the Licensor may deem appropriate.

B NOW IT IS HEREBY AGREED THAT:

1. The Licensor shall permit the Licensee:

(a) to have non-exclusive occupation of such part of the building at The Print House 18 Ashwin Street London E8 "the Building") as the Licensor shall from time to time designate from and inclusive of the date of this agreement up and until the termination date (inclusive) and the Licensee shall share the same with the Licensor and such person persons or companies from time to time selected by the Licensor.

(b) in this Licence the expression "the Premises" shall mean the premises which shall from time to time be designated by the Licensor for the non-exclusive occupation by the Licensee and which in the first instance shall comprise Room _____, _____ Floor, The Print House referred to above.

- (c) for the sake of clarity the Licensee acknowledges that the Licensor shall be entitled to change the resignations hereinbefore mentioned at such time or times as the Licensor shall consider appropriate.

2. The Licensee shall:

- (a) (i) Pay the said consideration on the days and in the manner aforesaid clear of all deductions as being the Licensee's personal consideration irrespective of the number of sharers occupying the Premises

- (ii) Pay Value Added Tax and/or any other duty tax or assessment payable in respect of the consideration and/or any other payment due or to become due hereunder at the rate appropriate from time to time such sum or sums to be paid forthwith upon the same becoming due and payable.

- (iii) Pay all existing and future rates taxes and outgoings (statutory or otherwise, national or local, recurring or non-recurring and even of a novel character) relating to the premises or the licensee. If any of these sums relate both to the Building, the Licensee will pay a fair and proper proportion.

- (b) not to do or suffer to have done on the Premises anything which may cause to be void or voidable any insurance effected on any part of the Building or which may increase any premium payable in respect thereof or cause the same to be ineffective or which may be or become a nuisance or annoyance to the Licensor or other occupiers of the Building (or any part thereof) or the occupiers of the adjoining or neighbouring premises or commit any illegal or immoral acts.

- (c) preserve the decorations furniture equipment and effects in the Premises from being destroyed or damaged and keep all electrical and mechanical equipment in good working order.

- (d) (i) not remove any of the said furniture equipment and effects from the Premises or move any item of its own without the written consent of the Licensor

- (ii) without prejudice to the foregoing not to use any office furniture or equipment (other than those provided by the Licensor) without the consent of the Licensor

- (e) not to create any sub-occupancy of the Premises nor allow any other person or persons to share the Premises but to share the Premises with the Licensor and all other persons installed by the Licensor.

- (f) not to carry out any profession or trade or business other than that office use

3.

- (a) The Premises shall not be occupied by any person or persons other than that Licensee and/or the Licensor and/or the person or person selected by the Licensor as hereinafter set out.

- (b) the Licensor has the right to place other sharers in the Premises at any time and the Licensee shall raise no objection thereto nor in any way to impede the Licensor in such right.

4. IT IS FURTHER AGREED that the occupancy permitted by this agreement is a right to share the Premises and confers upon the Licensee no greater right than a mere right to occupy the Premises in conjunction with such other sharers as is hereby

provided and the absence of other sharers whether permanent or otherwise shall in no circumstances whatsoever be so interpreted as to create the presumption of a tenancy and it is hereby particularly AGREED AND DECLARED that such construction and interpretation is directly contrary to the intention of the parties hereto.

5.
 - (a) in the event of this Agreement being terminated the Licensee shall forthwith remove any goods owned by the Licensee from the Premises and leave the Premises in a tidy state and shall not dismantle or damage the storage structure in any way whatsoever.
 - (b) if any Licensee's goods remain on the Premises in any period for which the licence fee shall not have been paid then the Licensee shall pay to the Licensor the License fee for the period of one month and for successive periods of one month until the said goods are removed
 - (c) in the event of the Licensee failing to remove any goods in the Premises (or any other part of the Building) within fourteen days after termination of this Agreement then the Licensor reserves the right to remove the same and in the Licensor's absolute discretion sell or otherwise dispose of such goods and from any proceeds of sale retain such sums as are due to the Licensor and account to the Licensee for the residue (if any).
 - (d) The Licensor reserves the right to claim a lien over the Licensee's property for any sums due to the Licensor from the Licensee
6. For the sake of clarity and for the avoidance of doubt the Licensee acknowledges that save in respect of office furniture and/or equipment provided by the Licensor it shall be the obligation of the Licensee to effect and maintain insurance on any personal effects and/or other property of the Licensee
7.
 - (a) This agreement shall be personal to the Licensee and terminable by either party upon giving to the other party not less than five days notice in writing PROVIDED THAT unless and until this agreement shall be terminated as aforesaid the same shall continue until the Termination Date.
 - (b) the termination of this agreement shall be without prejudice to the rights and remedies of the Licensor to claim any sums owing or compensation for damage.
 - (c) upon the termination of this agreement the Licensee will forthwith vacate the Premises.
8. The Licensor shall retain full control over the use of the Premises at all times.
9. If the consideration hereinbefore mentioned any part thereof or any other sum due from the Licensee hereunder shall be in arrears for five days after the same shall have become due (whether any formal or legal demand therefore shall have been made or not) or in the event of any breach or non-observance of any of the provisions by the Licensee or the conditions herein contained or if the Licensee being an individual shall have a bankrupt petition presented against him or her or if the Licensee being a company has a petition presented or an order made or a resolution passed or an analogous proceedings are taken for appointing an administrator of or winding up the Licensee or a receiver or an administrator is appointed of the whole or any part of the Licensee's property undertaking revenues

or assets or if the Licensee shall make any composition or arrangement with the Licensee's creditors or suffer any execution to be levied at the Premises then and in any such case it shall be lawful for the Licensor to terminate this Licence absolutely and without prior notice to the Licensee but without prejudice to the rights and remedies of the Licensor against the Licensee to claim any sums owing compensation for damages.

10. Notwithstanding anything herein contained or implied the Licensee acknowledges that the Licensor shall not be responsible for the connection of any telecommunication equipment in or to the Premises but if the Licensee shall require such service then all arrangements as are necessary for the provision of such equipment and the connection of any external lines shall be made by the Licensee (subject as hereinafter provided) so that such external lines and equipment shall be installed to suit the requirements of the Licensee but on the basis that the Licensee shall be directly responsible for the costs of the provision of such lines and equipment and shall pay directly to the provider or providers of such lines and /or equipment and the costs of all call charges and the line rental of the telecommunication equipment provided and shall fully indemnify the Licensor in relation thereto and the Licensee agrees to sign any necessary agreements for such purposes PROVIDED THAT for the avoidance of doubt:

(a) the Licensee shall not be entitled to install any such lines and/or equipment without first having provided full details thereof to the Licensor and having obtained consent thereto in writing from the Licensor (such consent not to be unreasonably withheld or delayed) and

(b) the licensee shall be responsible for all damage and inconvenience caused by the installation of any such lines and/or equipment and shall forthwith make good all such damage to the entire satisfaction of the Licensor.

11. The Licensor and the Licensee agree that for the purpose of all correspondence and more particularly the service of all and any notices required or authorised by this Agreement or by statute to be served on either of the parties the provisions as to the service of notices of S.196 of the Law of Property 1925 shall be deemed to be incorporated in this Agreement and in addition any such Notice to be given to the Licensee shall be deemed to have been given if sent by registered post or recorded delivery to the address of the Property or if delivered by hand to the said address.

Signed by _____

(for and on behalf of the Licensor)

Signed by _____

(for any on behalf of Bootstrap Company Ltd)

In the witness of _____

Occupation _____

Address _____
