

LICENCE TO OCCUPY – It is to be clearly understood that this document creates a licence and not a tenancy and no security of tenure is given or implied

This Licence is made the _____ day of _____ 2012

BETWEEN :

**BABEL STUDIOS LIMITED (registration number 6926614)
of 82 Southwark Bridge Road, London, SE1 0AS**
(the Licensor)

and

(the Licensee)

1. Licence fee

In consideration of the payment of a deposit ('the Deposit') of £ _____ (which is repayable to the Licensee at the determination of this licence less any monies outstanding under this licence to the Licensor) and of the payment to the Licensor of the sum of £ _____ per month paid monthly in advance ('the Licence Fee') the licensor hereby grants to the Licensee personal permission to use such desk and or office space (' the Space') on the all floors of the Licensor's building at 82 Southwark Bridge Road ('the Premises') (shown edged red on the attached plan) as the licensor shall from time to time designate for a period commencing on the date hereof and ending on the earlier of one months notice served by the licensor on the licensee in writing or the _____ day of _____ next subject to the provisions hereinafter appearing.

2. The licensee shall

- a) Pay the Licence fee that includes the right to occupy the Space (as designated by the Licensor) and includes the right to use of the toilets and kitchen facilities within the Premises, cleaning (of communal and desk space), insurance (for the premises but not for the Licensees own property), internet access, water, heat and light by monthly payments of £ _____ in advance paid by cheque or bank transfer to the Licensor.
- b) Use the Space for the purpose only of office use.
- c) Keep the Space in a clean and tidy condition and not to commit any waste and to pay for any damage caused to the Space or to any other part of the Premises.
- d) Not to allow anything to be done in the Space or on any other part of the Premises which may invalidate or increase the premium payable on the Licensor's insurance policy for the time being of the Premises.
- e) Not to allow any other person or persons or company or firm to occupy the Space save for any employee of the Licensee.
- f) To indemnify the Licensor against all loss or damage caused as a result of the Licensees use of the Space.
- g) Not to carry out any alterations to the fabric of the Space nor to affix anything to the walls or ceilings or the floor without the Licensor's permission which can be withheld at the Licensor's discretion.
- h) Not to use the Space for any residential purposes or permit any person to sleep in the Space.
- i) Not to use the Space for any immoral or illegal purpose.

- j) Not to remove any of the Licensor's fixtures or fittings whatsoever.
- k) Upon vacating the Space to remove all the Licensees equipment and belongings failing which such items may be disposed of by the Licensor .
- l) To permit the Licensor to enter the Space at any time.

3. Determination

This licence shall determine on the _____ day of _____ next if not previously determined under clause 4 hereof or extended by agreement with the Licensor before the last month of the licence period whereupon the Licensor shall return the Deposit to the Licensee less any monies outstanding from the Licensee to the Licensor hereunder.

4. Termination

This licence may be determined by the Licensor if:

- a) The Licensee shall fail to pay the Licence fee within 14 days of its becoming due.
- b) A bankruptcy petition shall be issued against the Licensee.
- c) The Licensee is in breach of any other provision of this licence.
- d) The Licensor serves a written notice on the Licensee bringing this licence to an end one month after service of such notice.

This licence may be determined by the Licensee serving a written notice on the Licensor bring this licence to an end one month after service of such notice.

5. Licence not a lease

This Agreement is a mere personal right for the Licensee to occupy the Space for the purposes of this Agreement and shall not be capable of being assigned shared or otherwise disposed of and the Licensee shall not grant or attempt to grant any rights in it.

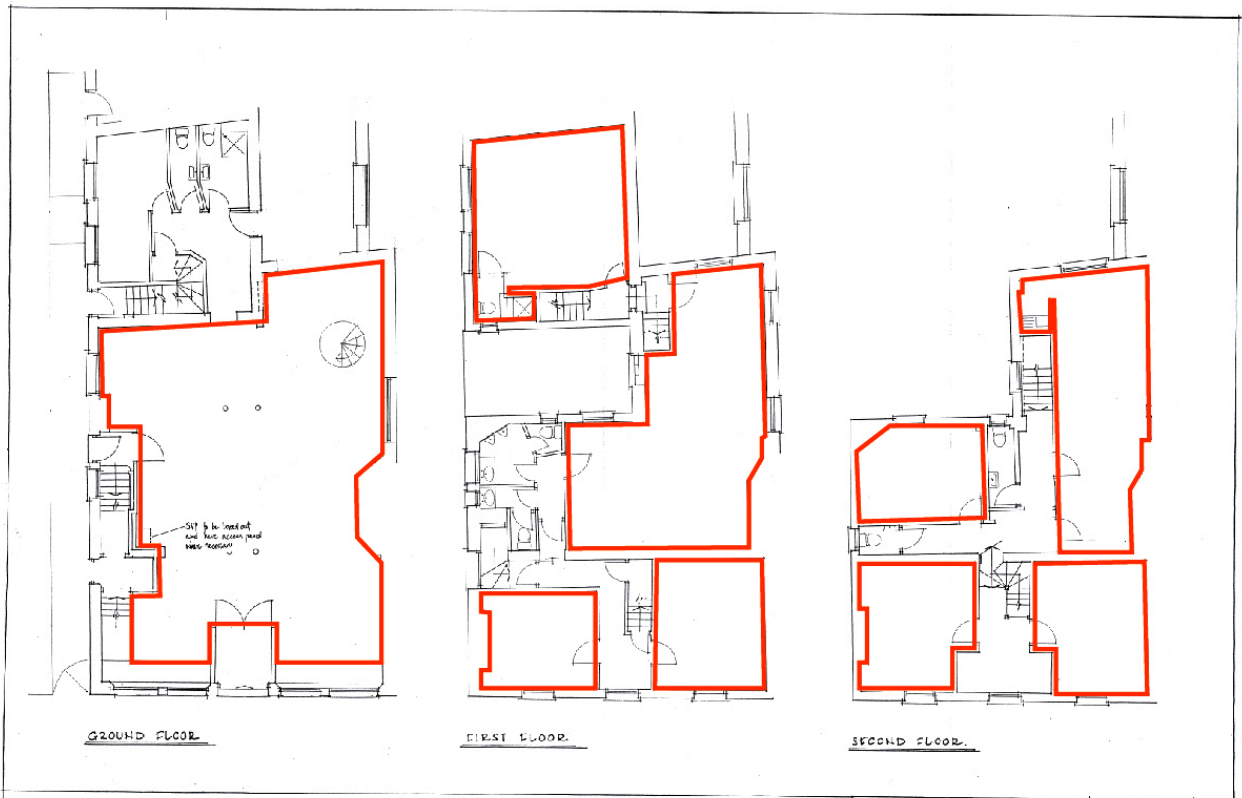
6. Third party rights

The parties hereto agree that the provisions of this licence are personal to the parties and do not confer any rights of enforcement on any third party and The Contracts (Rights of third Parties) Act 1999 shall not apply to this licence.

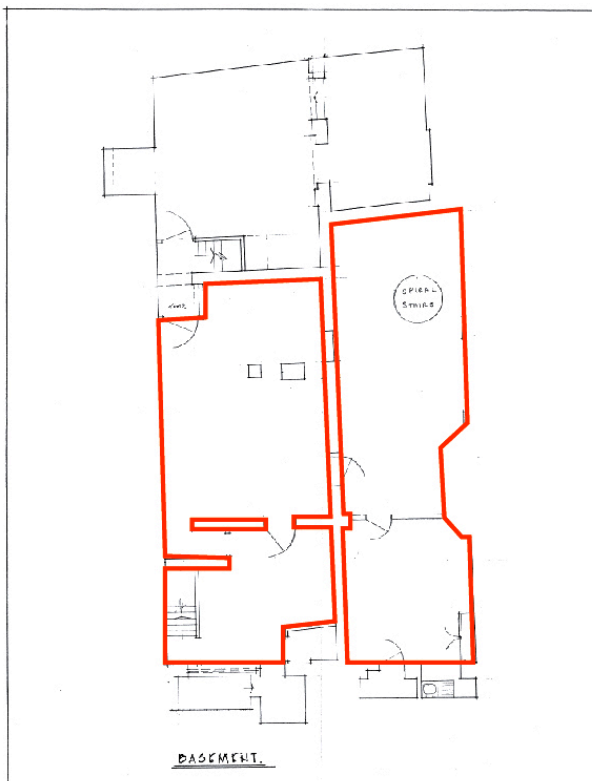
Signed as a Deed by the Licensor

Signed as a Deed by the Licensee

the Premises



02, SOUTHWARK BRIDGE ROAD LONDON S.E.11 FLOOR PLANS : FIRST FLOOR	SCALE : 1:100	DRAWING NO. 50/1
	DATE : 03/09/2009	
	LEADER : N.	



02, SOUTHWARK BRIDGE ROAD LONDON S.E.11 FLOOR PLANS : BASEMENT	SCALE : 1:100	DRAWING NO. 50/2
	DATE : 03/09/2009	
	LEADER : N.	