

DATED

16<sup>th</sup> June

2016

**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF CAMDEN**

**AND**

**NSL LIMITED**

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**DEED OF VARIATION TO CONTRACT FOR  
CIVIL PARKING AND TRAFFIC ENFORCEMENT AND  
ASSOCIATED SERVICES**

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Legal Services Department  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 9LP

THIS DEED OF VARIATION is made the 16<sup>th</sup> day of June 2016

**BETWEEN:**

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN,**  
Town Hall, Judd Street, London WC1H 9LP (referred to in this Deed as "the Council");

AND

**NSL LIMITED** (Company Registration Number 6033060) whose registered office is situate at 4<sup>TH</sup> Floor, Westgate House, Westgate, London W5 1YY (referred to in this Deed as "the Service Provider").

**BACKGROUND**

- A: The Council and the Service Provider entered into a contract dated 1 April 2010 whereby the Service Provider agreed to provide the Council with civil parking and traffic enforcement and associated services ("the Contract")
- B: The Council and the Service Provider entered into Deeds of Variation of the Contract on 20 January 2011, 2 April 2014 and 6 May 2014.
- C: The Council and the Service Provider have agreed to enter into a further Deed of Variation to record changes made to the Contract.

**NOW IT IS AGREED AND DECLARED** as follows:-

1. **AMENDMENTS TO CONTRACT**

The Council and the Service Provider hereby agree that the Contract is amended in accordance with Condition 11 (Change To The Services And Or The Remuneration) as recorded in Change Control Notice number 2016-001 attached hereto at Appendix 1 and that the amendments took effect from 29 February 2016.

**2. EXTENSION OF THE DURATION OF THE CONTRACT**

In accordance with Condition 4.1 of the Contract the Council hereby extends the duration of the Contract by two years from 1 April 2018 until 31 March 2020.

**3. GENERAL**

- 3.1 The Contract shall be varied in accordance with this Deed of Variation. Except as specified in this Deed of Variation between the Council and the Service Provider, the Contract shall continue on the same terms and conditions.

**4. DEFINED TERMS**

- 4.1 Terms used in this Deed shall have the same meanings as appear in the Contract.

**5. CONFIDENTIALITY**

- 5.1 The Council and Service Provider hereby agree that they shall keep the terms of this Deed of Variation confidential and shall not disclose them to any third party other than in confidence to their professional legal advisors or otherwise as required by law. The Service Provider acknowledges and agrees that this Clause 5 is a condition of this Deed of Variation and any breach of the same shall constitute a breach of Contract.

**6. LAW AND JURISDICTION**

- 6.1 The parties to this Deed of Variation accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with this Deed of Variation and/or the Contract are to be governed and construed according to English law.

**7. THIRD PARTY RIGHTS**

- 7.1 This Deed of Variation does not create or intend to confer a benefit on and shall not be enforceable by any person who is not a party to this Deed of

Variation. The application of the Contracts (Rights of Third Parties) Act 1999 in connection with this Deed of Variation shall be excluded.

**IN WITNESS** whereof this Deed of Variation has been executed as a Deed the day and year first before written:

**THE COMMON SEAL OF THE  
MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF CAMDEN**  
was affixed to this Deed in the  
presence of:



.....  
Duly Authorised Officer

**SIGNED AS A DEED ON BEHALF OF  
NSL LIMITED**  
Acting by:

.....  
Director

In the presence of a witness:

.....  
Witness name

Address... NSL LIMITED  
WESTGATE HOUSE  
WESTGATE L15 1Y7  
Occupation... ACCOUNTANT

**Appendix 1**

**Change Control Notice number 2016-001**


## CONTRACT FOR CIVIL PARKING AND TRAFFIC ENFORCEMENT AND ASSOCIATED SERVICES – CHANGE CONTROL


In accordance with and subject to Section B, Condition 11 of the 'Contract', the 'Contract' may be varied or amended with the written agreement of both Parties. The details of any changes or amendments shall be set out in the form below.

<b>CHANGE NUMBER</b>	2016-001	
<b>CHANGE NAME</b>	Introduce PCG in place of Bond	
<b>DATE</b>	29 February 2016	
<b>PARTIES</b>	London Borough of Camden (LBC)	NSL Limited (NSL)
<b>NAMED CONTACTS</b>	[REDACTED]	[REDACTED]
<b>ADDRESS</b>	4th Floor 5 Pancras Square London N1C 4AG	Exchange Plaza 58 Uxbridge Road, Ealing London, W5 2ST
<b>TELEPHONE</b>	[REDACTED]	[REDACTED]

### AUTHORITY FOR CHANGE

Authority is given for the change to the Contract and the charges as detailed below. A duplicate copy of this form must be signed by or on behalf of NSL and returned to LBC as an acceptance by the NSL of the changes shown below.

<b>FOR LONDON BOROUGH OF CAMDEN</b>
<p>Andrea Jones</p> <p>Signed: </p> <p>Date: 01.03.2016.</p>

<b>FOR NSL LIMITED</b>
<p>David Sinclair JEREMY LANDOLT</p> <p>Signed: </p> <p>Date: 7.04.16</p>

REF	DETAILS OF CHANGE(S)	AMOUNT (€)	TEMPORARY (dates)/ PERMANENT?																					
1 0	<p>Replace the provision of a Bond with the Parent Company Guarantee. In doing so, Camden will no longer pay for the provision of the Bond as detailed at item 8 of the Schedule of Rates (SoR).</p> <p>The saving to Camden from implementation through to Year 10 is detailed below. Savings will be shared with NSL in accordance with contractual terms.</p> <table border="1" data-bbox="491 808 624 1944"> <thead> <tr> <th data-bbox="491 1883 528 1944">FY</th> <th data-bbox="491 1615 528 1742">2015/16*</th> <th data-bbox="491 1447 528 1574">2016/17</th> <th data-bbox="491 1279 528 1406">2017/18</th> <th data-bbox="491 1111 528 1238">2018/19</th> <th data-bbox="491 943 528 1070">2019/20</th> <th data-bbox="491 808 528 936">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="528 1883 564 1944">Monthly Cost</td> <td colspan="6" data-bbox="528 808 624 1944">[REDACTED]</td> </tr> <tr> <td data-bbox="564 1883 601 1944">Annual Saving</td> <td colspan="6" data-bbox="564 808 624 1944">[REDACTED]</td> </tr> </tbody> </table> <p>* Where implemented in March 2016</p> <p>Note: All future monthly costs are forecast based on 3% indexation to SoR annually and savings will be calculated accordingly.</p>	FY	2015/16*	2016/17	2017/18	2018/19	2019/20	Total	Monthly Cost	[REDACTED]						Annual Saving	[REDACTED]						[REDACTED]	Permanent
FY	2015/16*	2016/17	2017/18	2018/19	2019/20	Total																		
Monthly Cost	[REDACTED]																							
Annual Saving	[REDACTED]																							
<b>TOTAL</b>		[REDACTED]																						