

DATED

2nd APRIL

2014

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

AND

NSL LIMITED

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

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

THIS DEED OF VARIATION is made the 2nd day of APRIL 2014

B E T W E E N:

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 4TH 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 a Deed of Variation of the Contract on 20 January 2011
- C: The Council and the Service Provider have agreed to enter into a further Deed of Variation to record changes made to the Contract by Change Control Notice number 2012-03-001.

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 2012-03-001 attached hereto at Appendix 1 and that the amendments took effect from 1 December 2012 .

2. GENERAL

- 2.1 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.

3. DEFINED TERMS

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

4. CONFIDENTIALITY

- 4.1 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 4 is a condition of this Deed of Variation and any breach of the same shall constitute a breach of Contract.

5. LAW AND JURISDICTION

- 5.1 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.

6. THIRD PARTY RIGHTS

- 6.1 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:



[Handwritten Signature]
.....
Duly Authorised Officer

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

[Handwritten Signature]
.....
Director

In the presence of a witness:

DAVID SINCLAIR
.....
Witness name

Address *WESTGATE HOUSE*
WESTGATE LONDON W5 1Y
.....

Occupation *ACCOUNT DIRECTOR*
.....

Appendix 1


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.

CHANGE NUMBER	2012-03-001	
CHANGE NAME		
DATE		
PARTIES	London Borough of Camden (LBC)	NSL Limited (NSL)
NAMED CONTACTS	Andrea Collins	David Sinclair
ADDRESS	Camden Car Pound Regis Road, Kentish Town London, NW5 3EW	██████████ ██████████████████ ██████████
TELEPHONE	██████████ ██████████	██████████

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.

FOR LONDON BOROUGH OF CAMDEN	
Date: 04/12/12	Signed:  Andrea Collins (Enforcement Manager) On behalf of LBC:

FOR NSL LIMITED	
Date: 4/12/12	Signed:  David Sinclair (Regional Manager) On behalf of NSL:

REF	DETAILS OF CHANGE(S)	AMOUNT (E)	TEMPORARY (dates)/ PERMANENT?																																								
1.0	<p>Due to the implementation of the Protection of Freedoms Act 2012, it is a requirement that the enforcement operation provided for by NSL on Camdens Housing Estates be changed. The changes require the cessation of clamping and removal vehicles deemed to be parked in contravention.</p> <p>In accordance with section 4.4.9.10 of Schedule 2, the council requires the following operation to be implemented:</p> <ul style="list-style-type: none"> Provision for CEO's to issue Parking Charge Notices to vehicles parked incorrectly on Housing Estates, supported by a Supervisor. Deployed hours are to be as follows: <table border="1" data-bbox="635 1211 874 1957"> <thead> <tr> <th></th> <th>Weekday</th> <th>Sat</th> <th>Sun</th> <th>BI</th> </tr> </thead> <tbody> <tr> <td>Housing CEO Core Hours</td> <td>37</td> <td>37</td> <td>0</td> <td>0</td> </tr> <tr> <td>Housing CEO Non Core hours</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Housing CEO Sundry</td> <td>0</td> <td>0</td> <td>18.5</td> <td>0</td> </tr> <tr> <td>Housing Supervisor Core</td> <td>10</td> <td>10</td> <td>0</td> <td>0</td> </tr> <tr> <td>Housing Supervisor Non Core</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Housing Supervisor Sundry</td> <td>0</td> <td>0</td> <td>10</td> <td>0</td> </tr> <tr> <td>Powered 2 Wheelers (days)</td> <td>4</td> <td>4</td> <td>2</td> <td>0</td> </tr> </tbody> </table> <ul style="list-style-type: none"> The role of the Supervisor will be to coordinate the shift patterns of the CEOs, operate the radio, manage the spreadsheet of enforcement activity and receive payment calls from drivers following receipt of a parking charge notice. CEO's will be deployed on powered 2 wheelers. The powered 2 wheelers have been purchased by the council however will remain the property of NSL. NSL will be required to ensure they are maintained to road worthy standards, insure them, cover costs of fuel and provide GPS tracking. All liability and other mandatory requirements of vehicle owners for the powered 2 wheelers remains with NSL. 		Weekday	Sat	Sun	BI	Housing CEO Core Hours	37	37	0	0	Housing CEO Non Core hours	0	0	0	0	Housing CEO Sundry	0	0	18.5	0	Housing Supervisor Core	10	10	0	0	Housing Supervisor Non Core	0	0	0	0	Housing Supervisor Sundry	0	0	10	0	Powered 2 Wheelers (days)	4	4	2	0		Permanent
	Weekday	Sat	Sun	BI																																							
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Housing Supervisor Sundry	0	0	10	0																																							
Powered 2 Wheelers (days)	4	4	2	0																																							

The following items from the Schedule of Rates will no longer be required:

Section Item	Unit	Tendered unit price at start of year 1	Year 2	Year 3
Housing CBR				
Deployed trucks, 2 staff	Per hour, core hours			
Deployed trucks, 1 staff	Per hour, core hours			
Deployed trucks, 2 staff	Per hour, non-core hours			
Deployed trucks, 1 staff	Per hour, non-core hours			
Deployed trucks, 2 staff	Per hour, Sundays and Bank Holidays			
Deployed trucks, 1 staff	Per hour, Sundays and Bank Holidays			
Deployed clamping vans, 2 staff	Per hour, core hours			
Deployed clamping vans, 1 staff	Per hour, core hours			
Deployed clamping vans, 2 staff	Per hour, non-core hours			
Deployed clamping vans, 1 staff	Per hour, non-core hours			
Deployed clamping vans, 2 staff	Per hour, Sundays and Bank Holidays			
Deployed clamping vans, 1 staff	Per hour, Sundays and Bank Holidays			
Remote decant pound	Per space, per day			

The following Schedule of Rates items will be recognised:

Section Item	Unit	Tendered unit price at start of year 1	Year 2	Year 3
Housing Enforcement				
Housing CEO Core Hours	Per hour, core hours			
Housing CEO Non-Core hours	Per hour, non-core hours			
Housing CEO Sunday	Per hour, Sundays and Bank Holidays			
Housing Supervisor Core	Per hour, core hours			
Housing Supervisor Non-Core	Per hour, non-core hours			
Housing Supervisor Sunday	Per hour, Sundays and Bank Holidays			
Powered 2 wheelers	Per vehicle, per day	N/A	N/A	

All new Schedule of Rates items are subject to normal inflationary increases that are applied in accordance with Condition 9.

The 12/13 (Year 3) target costs for the provision of the service provision before changes is [REDACTED]. The revised

<p>12/13 target cost for the provision of the new operation detailed herein is [REDACTED]. This is a decrease in target costs in Year 3 of [REDACTED].</p> <p>Future FY target costs are likely to decrease 1.13% as a result of the changes. Future actual costs are not detailed herein as inflationary increases have yet to be determined or agreed. The costs detailed herein relate to Year 3 only and changes are calculated from December 2012 onwards, and represent target costs only. Actuals may differ once reconciled.</p>		
	TOTAL £	[REDACTED]