

DATED

20 JANUARY

2011

**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 20th day of January 2011

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 have agreed to vary the Contract.

NOW IT IS AGREED AND DECLARED as follows:-

1. AMENDMENTS TO CONTRACT

The Council and the Service Provider hereby agree that the following amendments shall be made to the Contract in accordance with Condition 11 (Change To The Services And Or The Remuneration) and shall take effect from 1 January 2011 :-

- 1.1 Item 2.7 of Schedule 14 (Schedule of Rates) shall be amended from [REDACTED] per hour for Mobile CCTV monitoring vehicle, 2 staff (core hours) to [REDACTED] per hour for Mobile CCTV monitoring vehicle, 2 staff (core hours);

- 1.2 Item 2.9 of Schedule 14 (Schedule of Rates) shall be amended from [REDACTED] per hour for Mobile CCTV monitoring vehicle, 2 staff (non-core hours) to [REDACTED] per hour for Mobile CCTV monitoring vehicle, 2 staff (non-core hours);
- 1.3 Item 2.11 of Schedule 14 (Schedule of Rates) shall be amended from [REDACTED] per hour for Mobile CCTV monitoring vehicle, 2 staff (Sundays and Bank Holidays in England) to [REDACTED] per hour for Mobile CCTV monitoring vehicle, 2 staff (Sundays and Bank Holidays in England);
- 1.4 The role of the Service Provider's Clamp and Removal (C&R) Manager specified in Point 2.2.2.5 of Schedule 2 (Specification) and Item 6.3 of Schedule 14 (Schedule of Rates) shall be deleted in its entirety;
- 1.5 The role of a Pound Despatch Controller for maintaining and enhancing clamp and removal performance shall be added to Schedule 14 (Schedule of Rates) at a rate of [REDACTED] per hour. The responsibility of the Service Provider's Pound Despatch Controller shall be as specified in Point 4.4.1.1 and 4.4.11 of Schedule 2 (Specification).

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

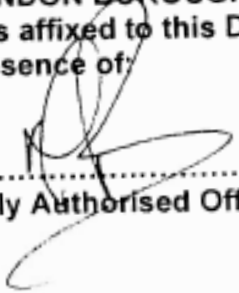
5.1 The parties to this Deed of Variation accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with this Deed of Variation and/or the Contract are to be governed and construed according to English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

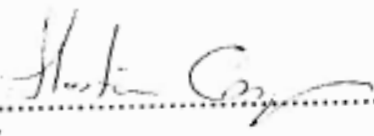
IN WITNESS whereof this Deed of Variation has been executed as a Deed the day and year first before written:

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


.....
Duly Authorised Officer



**THE COMMON SEAL OF
NSL LIMITED**
was affixed to this Deed in the presence of:


.....
Director



.....
*Company Secretary/Director
*Delete as appropriate