

DATED

6<sup>th</sup> MAY

2014

**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 6<sup>th</sup> day of MAY 2014

**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 and 2 April 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 as follows:

- 1.1 In accordance with Condition 8.4 the use of ANPR technology has been proposed and accepted by the Council as a change to the Services, and accordingly the following shall be added to the Schedule of Rates

Item No	Section Item	Unit	Year 5
2.14	ANPR	P/H, core hours	
2.15	ANPR	P/H, non-core hours	
2.16	ANPR	P/H, Sun and Bank Hols	

For the purposes of this change" ANPR" shall mean the provision of a vehicle equipped with the equipment and software necessary of the automatic recognition of vehicle number plates so as to assist in the provision of Traffic Enforcement and Associated Services.

1.2 The CEO Activity Level KPI in both the On Street and CCTV Core Service Areas shall be deleted from Schedule 4.

1.3 The Schedule of Variables (Schedule 1) shall be amended so that, in relation to Condition 8.4, the percentage shall be reduced from 50% to 20%.

1.4 Condition 8.4 shall be amended by the deletion of the words ", as determined by the Council" from line 11 of the Condition.

1.5 The following new condition will be added as Condition 53:

### **53 LONDON LIVING WAGE**

53.1 In this **Condition 53**, the following expressions shall have the following meanings:

"London Living Wage" the basic hourly wage as defined on the Greater London Authority website (before tax, other deductions and any increase for overtime) as may be updated from time to time and notified to the Service Provider;

53.2 Without prejudice to any other provision of this Contract, the Service Provider shall:

53.2.1 ensure that none of its Staff and sub-contractors' employees engaged in the provision of the Services is paid an hourly wage (or equivalent

of an hourly wage) less than the London Living Wage (unless otherwise directed by the Council);

53.2.2 ensure, where payment of the London Living Wage is specified in the contract of employment and the Service Provider has agreed to pay it, that none of its Staff and sub-contractors' employees engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;

53.2.3 provide to the Council such information concerning the application of the London Living Wage as the Council or its nominees may reasonably require from time to time;

53.2.4 disseminate on behalf of the Council to its Staff and sub-contractors' employees engaged in the provision of the Services such questionnaires as the Council may reasonably require from time to time and promptly collate and return to the Council responses to such questionnaires; and

53.2.5 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage on the quality of service provided under the Contract

53.3 Any breach by the Service Provider of the provisions of this **Condition 53** shall be treated as a material breach capable of remedy in accordance with **Condition 31**.

1.6 The following new clause shall be added as Condition 54

#### **54 CYCLE SAFETY MEASURES**

The Service Provider shall comply with the following cycle safety requirements:

- a) If the Service Provider is not already an accredited member of the Fleet Operator Recognition Scheme (FORS) or similar then membership at FORS bronze level should be achieved by 1<sup>st</sup> July 2014

- b) The Service Provider shall ensure all drivers undertake the Safe Urban Driving (SUD) approved training course or similar by 1<sup>st</sup> July 2014.
- c) By 1<sup>st</sup> July 2014 the Service Provider shall ensure all vehicles:
- Have side guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Council, that the vehicle will not perform the function, for which it was built.
  - Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), and close proximity sensors.
  - Have a Class VI Mirror.
  - Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- d) Each driver who works on the Contract shall have a driving licence check with the DVLA and will have their licence rechecked on a regular basis.
- e) Each driver will satisfactorily complete a FORS e-learning Work Related Road Safety module (or an approved equivalent safety module) at least every 12 months.

## **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 the expiry of the Initial Contract Term until 31 March 2018.

## **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:**



*TM Knowles*  
.....  
**Duly Authorised Officer**

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

*Mark Hoskin*  
.....  
**MARK HOSKIN**

**Director**

**In the presence of a witness:**

..... DAVID SINCLAIR .....

**Witness name**

Address..... WESTGATE HOUSE, .....

..... WESTGATE, .....

..... LONDON W5 1N .....

**Occupation**..... ACCOUNT DIRECTOR .....