Terms and Conditions for Monitoring Services

Version 2, November 2026

These terms require a client to give Chellan 4 months' written notice, or notice to the end of the scheme if that is sooner, before removing monitoring from any scheme.

IMPORTANT: please read these clauses in particular.

Clause 5: you must give 4 months' written notice, or notice to the end of the Scheme if sooner, before removing or reducing the Services. If you remove them earlier, the Daily Rate remains payable for the rest of that period.

Clause 6.4: you are responsible for TUPE costs if you take the Services in-house or move them to another provider.

Clause 6.5: a fee applies if you employ Chellan's Staff directly.

1. Parties and definitions

1.1 These terms are between Chellan Highway Safety Services Ltd, Unit 1 and 2 Stone Cross House, Kirk Sandall, Doncaster, DN3 1QS ("Chellan") and the person or company that orders Services from Chellan ("the Client").

1.2 In these terms:

- **Services** means CCTV monitoring, incident detection, recovery coordination, reporting and any related services Chellan provides.
- **Scheme** means a highway or other project on which Chellan provides Services.
- **Scheme Order** means the quote, email, purchase order or other written instruction that confirms a Scheme, its Daily Rate, its start date, its Expected End Date and, where relevant, the cameras, hours or operators covered and any standby rate.
- **Daily Rate** means the charge per day for a Scheme set out in the Scheme Order, as adjusted under clause 4.
- **Expected End Date** means the date the Scheme is programmed to finish as stated in the Scheme Order, or any later date if the Scheme is extended. An earlier date only applies if the end client's own programme for the works has genuinely been brought forward and the Client gives Chellan written evidence of this.
- **Notice Period** has the meaning in clause 5.2.
- **Staff** means Chellan's employees and workers assigned to providing the Services.
- **Business Day** means a day other than a Saturday, Sunday or public holiday in England.

2. Application of these terms

2.1 These terms apply to every quote, Scheme Order and purchase order for Services, and to every Scheme Chellan works on for the Client.

2.2 These terms take priority over any terms the Client puts on a purchase order, order form, portal or other document, even if those terms say otherwise. Any other terms only apply if a director of Chellan agrees them in writing.

2.3 The Client accepts these terms by doing any of the following: confirming a quote, issuing a Scheme Order or purchase order, instructing Chellan to start work, or allowing Chellan to start or continue work.

2.4 Where Chellan starts work before a purchase order is issued, at the Client's request, these terms apply from the first day of work.

2.5 Where the Client sends a purchase order or other document containing its own terms, Chellan accepts the order on these terms only and rejects the Client's terms. Starting or continuing work is not acceptance of the Client's terms.

2.6 The Client confirms that clauses 5, 6.4 and 6.5 have been specifically drawn to its attention.

3. Services and Scheme Orders

3.1 Each Scheme is a separate contract on these terms. The Scheme Order sets out the Scheme, the Daily Rate, the start date and the Expected End Date.

3.2 Chellan will provide the Services with reasonable skill and care, using trained Staff, for each Scheme from its start date until it ends under clause 5.

3.3 Changes to the scope, hours, number of cameras or Daily Rate of a Scheme only apply when agreed in writing. A change to the Daily Rate does not change any other part of these terms.

3.4 Chellan may use subcontractors or partners to provide any part of the Services, and remains responsible for their work.

3.5 Where the Services on a Scheme are reduced, for example fewer cameras, hours or operators, the charge for the part removed is worked out pro rata to the Daily Rate, using the cameras, hours or operators stated in the Scheme Order.

4. Charges and payment

4.1 The Client will pay the Daily Rate for every day of each Scheme, plus VAT.

4.2 Chellan will invoice monthly in arrears. Each invoice is the payment notice for the sum stated. The due date for payment is the invoice date, and the final date for payment is 30 days after the invoice date.

4.3 Payment is not conditional on the Client being paid by its own client or any other party.

4.4 The Client may not withhold, set off or deduct any amount from an invoice unless Chellan agrees in writing. Where the Housing Grants, Construction and Regeneration Act 1996 applies, the Client may only pay less than an invoice if it gives Chellan a written pay less notice, no later than 7 days before the final date for payment, stating the amount it considers due and how it was calculated.

4.5 If an invoice is not paid when due, Chellan may charge interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998, and may suspend the Services on 7 days' written notice until payment is made. The Client remains liable for the Daily Rate during any suspension caused by late payment.

4.6 On 1 April each year, each Daily Rate increases by the percentage change in the Consumer Prices Index (CPI) over the previous 12 months, unless the parties agree a different rate in writing.

4.7 Additional cameras, hours or services, and work on public holidays, are charged at the rates in the Scheme Order or, if none are stated, at Chellan's rates at the time.

5. Duration and notice

5.1 Each Scheme continues until the Scheme is complete or until the Services are ended by notice under this clause 5.

5.2 Either party may end the Services on a Scheme, for any reason, by giving the other written notice of at least the **Notice Period**, which is the shorter of:

(a) 4 months; or

(b) the time from the date the notice is received to the Expected End Date.

5.3 The Notice Period starts on the date the written notice is received. The Daily Rate is payable for every day of the Notice Period.

5.4 This clause applies whatever the reason for ending, including where the Client takes the Services in-house, moves them to another provider, or reduces the Services on a Scheme.

5.5 If the Client removes, reduces or stops all or part of the Services on a Scheme before the end of the Notice Period, or without giving notice, the Client will pay the Daily Rate for the part removed (worked out under clause 3.5) for the rest of the Notice Period, as if the Services had continued. Chellan may invoice this amount straight away, and it is payable under clause 4.

5.6 If the Scheme's works finish before the Expected End Date, and monitoring of the Scheme is no longer required by the Client, its client or any other provider, the Services end on the date the works finish. The Client will give Chellan as much notice of this as possible, and at least 14 days.

5.7 The Client agrees that the Notice Period is reasonable and protects Chellan's legitimate business interests, and is not a penalty. Schemes typically run for 2 to 3 years, and Chellan recruits, trains and assigns Staff to each Scheme. Chellan needs the Notice Period to give notice to Staff, redeploy them, find replacement work, and carry out any consultation or redundancy process fairly and lawfully.

5.8 If the works on a Scheme are paused or stood down, including for an embargo, the Services continue and the full Daily Rate remains payable, unless a standby rate has been agreed in writing, in which case that rate applies during the pause. A pause is not notice under this clause 5, and does not shorten or reset any Notice Period.

6. Staff and TUPE

6.1 The Client accepts that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") may apply if the Client takes the Services in-house or moves them to another provider.

6.2 The Client will not take the Services in-house or move them to another provider before the end of the Notice Period, unless Chellan agrees in writing. If it does, clause 5.5 applies.

6.3 The Client will give Chellan, at least 6 weeks before any proposed transfer, full written details of the measures the Client or the new provider intends to take for any transferring Staff, including place of work, hours and shift pattern, so that Chellan can inform and consult Staff in good time.

6.4 The Client will indemnify Chellan against all costs, claims, losses and liabilities arising from:

(a) any failure by the Client or a new provider to comply with TUPE, including failing to provide measures information in good time;

(b) any claim by Staff arising from the Client's decision to take the Services in-house or move them to another provider, including any measures taken by the Client or the new provider; and

(c) any redundancy pay, notice pay or consultation costs Chellan incurs for Staff because the Services were removed with less than the Notice Period, but only to the extent those costs are greater than the payments Chellan receives under clause 5.5.

This indemnity does not apply to the extent a cost arises from Chellan's own breach of TUPE or of its obligations to its Staff.

6.5 During each Scheme and for 12 months after it ends, the Client will not employ or engage, directly or through another party, any member of Staff who worked on the Client's Schemes in the previous 12 months, without Chellan's written consent. If it does, the Client will pay Chellan a fee equal to 20% of that person's annual gross salary. This clause does not apply to Staff whose employment transfers to the Client or a new provider under TUPE.

7. Client responsibilities, data and exit

7.1 The Client will give Chellan, before the start date, the Scheme's escalation plan, contact lists, recovery arrangements and any other information needed to provide the Services. The Client will keep these up to date, and will tell Chellan promptly of any change to the Scheme programme or Expected End Date.

7.2 Camera feeds. The Client is responsible, directly or through its CCTV provider, for:

(a) supplying, siting, powering, maintaining and repairing the cameras;

(b) delivering live camera feeds and images to Chellan's monitoring platform, with the access details, credentials and camera controls Chellan needs, before the start date; and

(c) fixing any lost feed, faulty camera or camera out of position within a reasonable time of Chellan reporting it.

Chellan will report lost feeds and camera faults to the CCTV provider and the Client, and will keep a log of outages and reported faults. Charges continue while feeds are unavailable, unless the outage is caused by Chellan. Chellan is not responsible for any incident it could not see because of a lost feed, poor image quality, a camera out of position, a blind spot, or any other camera or connection failure outside its control.

7.3 Camera footage from a Scheme belongs to the Client or its client. Chellan owns its own systems, software, report formats, logs and methods, including anything provided through Lense Technology Systems Ltd, and the Client may use reports supplied to it for the Scheme.

7.4 For personal data in Scheme footage and records, including images and vehicle registrations, the Client (or its client) is the controller and Chellan is the processor. Chellan will:

(a) process that data only on the Client's documented instructions and for the Services;

(b) keep it secure and confidential, and ensure Staff are bound by confidentiality;

(c) only use another processor with the Client's consent, on equivalent terms;

(d) help the Client respond to data subject requests and data breaches, and tell the Client without undue delay of any breach;

(e) return or delete the data when the Services end, in line with clause 7.7, unless the law requires it to be kept; and

(f) give the Client the information it reasonably needs to show compliance with data protection law.

7.5 When the Services end, Chellan will provide handover support, data exports or system transfers if requested. This work is charged separately at Chellan's rates at the time, unless agreed otherwise in writing.

7.6 Each party will keep the other's confidential information, including prices, these terms and business information, confidential, and will only use it for the Services. This does not apply to information that is public, already known to the receiving party, or required to be disclosed by law or to professional advisers.

7.7 Footage retention:

(a) General recorded footage is held on the CCTV provider's system, and how long it is kept is set by that provider, usually 14 to 30 days. Chellan is not responsible for footage that the CCTV provider's system has overwritten or deleted.

(b) Incident footage, operator logs and other Scheme records created by Chellan are stored in Chellan's Lense system until the Scheme ends.

(c) When the Scheme ends, Chellan will hand over all incident footage, logs and data to the Client. If the Client asks, Chellan will instead store it securely for an agreed period and charge. Data that is neither handed over nor placed in paid storage within 30 days of the Scheme ending may be deleted.

7.8 Scope of monitoring. Operators monitor several cameras and Schemes at the same time, and Chellan does not guarantee that every camera is watched continuously. Chellan detects, records and escalates incidents in line with the Client's escalation plan. Chellan does not attend site and is not an emergency service.

7.9 Escalation and recovery. Chellan is not responsible for delays or failures by recovery operators, traffic management crews, the emergency services or any other party it contacts under the escalation plan.

7.10 Lense access. Where the Client's users have access to Lense, the Client will keep their logins secure and is responsible for their use of the system.

7.11 Call recording. Calls and radio communications with Chellan's monitoring room may be recorded for quality, training and evidence purposes.

8. Liability and insurance

8.1 The Services are monitoring and reporting services. Chellan does not guarantee that every incident, incursion or breakdown will be detected or prevented, and is not liable for the acts of road users or other third parties.

8.2 Neither party is liable to the other for any indirect or consequential loss, or for loss of profit, revenue, contract or goodwill.

8.3 Chellan's total liability for all claims relating to a Scheme is limited to the total charges paid for that Scheme in the 12 months before the event giving rise to the claim.

8.4 Nothing in these terms limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited by law.

8.5 Nothing in this clause 8 limits or excludes the Client's obligation to pay the charges and other amounts due under these terms, including under clauses 4.5, 5.5, 6.4, 6.5 and 9.3. These amounts are not loss of profit for the purposes of clause 8.2.

8.6 Chellan holds employer's liability insurance with a limit of £10,000,000 and public and products liability insurance with a limit of £5,000,000. Certificates are available on request.

9. Termination for breach or insolvency

9.1 Either party may end the Services on a Scheme immediately by written notice if the other:

(a) commits a serious breach of these terms and, where it can be fixed, does not fix it within 14 days of being asked to in writing; or

(b) becomes insolvent, enters administration or liquidation, or stops trading.

9.2 Non-payment of any invoice for more than 14 days after its due date is a serious breach by the Client.

9.3 If Chellan ends the Services under clause 9.1 because of the Client's breach or insolvency, the Client will pay the Daily Rate for what would have been the Notice Period, as if the Client had given notice on that date.

9.4 Ending the Services does not affect any rights or payments already due, or clauses 4 to 8, 9.3 and 10, which continue to apply.

10. General

10.1 These terms and each Scheme Order are the whole agreement between the parties for each Scheme.

10.2 Any change to these terms must be in writing and signed by a director of Chellan.

10.3 Notices under these terms must be in writing and sent by email to the notice addresses in the Scheme Order or, if none are stated, to the other party's director or managing director. A notice is received on the next Business Day after it is sent.

10.4 If Chellan does not enforce a right straight away, it does not lose that right.

10.5 If any part of these terms is found to be unenforceable, the rest still applies.

10.6 The Client may not transfer its rights or obligations under these terms without Chellan's written consent.

10.7 These terms are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction. This does not affect either party's right to refer a dispute to adjudication where the law allows it.

10.8 Neither party is liable for delay or failure caused by events beyond its reasonable control, such as severe weather, fire, flood, power or network failure, or acts of government. This does not excuse the Client from paying any amount due, and does not shorten any Notice Period.

10.9 No one other than Chellan and the Client has any right to enforce these terms under the Contracts (Rights of Third Parties) Act 1999.

10.10 If a dispute arises, a director of each party will meet, in person or online, within 14 days of either party asking, to try to resolve it. This does not stop either party starting adjudication or court proceedings where needed.

Acceptance

Signed on behalf of the Client to confirm acceptance of these Terms and Conditions (Version 2, November 2026).

	For the Client	For Chellan Highway Safety Services Ltd
Company		Chellan Highway Safety Services Ltd
Name		Wayne Nelthorpe
Position		Managing Director
Signature		
Date		

Chellan Highway Safety Services Ltd. Registered in England and Wales, company number 09420398. Registered office: Ash Tree House, Moss Road, Moss, Doncaster, DN6 0HH. Trading address: Unit 1 and 2 Stone Cross House, Kirk Sandall, Doncaster, DN3 1QS. Version 2, November 2026.