

HIRECO DUBLIN LTD. TERMS AND CONDITIONS RELATING TO THE RENTAL OF TRAILERS

1. Definitions

1.1 The following words and expressions shall have the following meanings.

"Agreement" means the agreement relating to the Hire of the Trailers as set out in these Conditions and the relevant Check Out/Check In Sheet for the Trailer containing details of the agreed terms signed by the Hirer at the start of the Hire.

"Company" means Hireco Dublin Ltd and its successors and/or assigns to whom all or part of the rights and benefits of this Agreement shall have been assigned.

"Conditions" means these terms and conditions.

"Check Out/Check In Sheet" means the form completed by the Company detailing the condition of each Trailer at the beginning and end of each Hire.

"Dangerous Goods" means verminous, infested, infected, contaminated or condemned goods or those goods in the list of dangerous goods as defined by the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) or any other goods which prevents any of the Trailers subsequently carrying any goods.

"Group Company" means any company which in relation to the Company or Hirer is its subsidiary or holding company or a subsidiary of its holding company, and also in relation to the Company only "Hire" means the supply by the Company of Trailers on rental to the Hirer.

"Hire Charge" means the periodic rental payment made by the Hirer for the Hire of the Trailers set out in the Check Out/Check In Sheet.

"Hirer" means the firm, company or corporation entering the Agreement which hires the Trailers from the Company and shall include the Hirer's principals, servants, agents or sub-contractors.

"Parties" means the Hirer and the Company and "Party" shall be construed accordingly.

"Return Conditions" means the return conditions set out in the Check Out/Check In Sheet.

"Return Location" means the place specified in the Check Out/Check In Sheet to which the Trailers must be returned by the Hirer at the end of the term of the Agreement or any continuation of the hire of the Trailers.

"Replacement Value" means the replacement value for a Trailer set out in the relevant Check Out/Check In Sheet.

"Servicing" means installation, calibration, inspection, servicing, maintenance, repairs, plating, or testing of the Trailer or its components and the terms "Service" and "Serviced" shall be construed accordingly.

"Service Interval" means the agreed intervals in which the Trailer will be Serviced by the Company

"Tariff" means the Company's standard scale of charges applicable from time to time in connection with the supply of Trailers on hire to hirers.

"Trailers" means the Trailers and ancillary equipment hired by the Company to the Hirer under this Agreement the trailer fleet number and description of which is set out on the Check Out/Check In sheet and any replacement trailer and/or equipment provided by the Company from time to time and "Trailers" shall be taken to refer to any individual Trailer where the context requires.

1.2 In this Agreement: - words in the singular shall also be references to words in the plural and vice versa; any reference to any one gender shall include a reference to all other genders; the headings to clauses are for convenience only and do not affect the interpretation of them; and all references to statutory provisions shall, unless the contrary is stated, include references to any amendments or re-enactments of any them from time to time.

2. General

2.1 This Agreement (together with any Fixed Term Trailer Rental Agreement ("FTRA") or Long Term Rental Agreement ("LTRA") – if applicable) is the whole of the agreement by which the Company hires the Trailers to the Hirer and in the event of any inconsistency between the terms of any FTRA or LTRA and these Conditions the provisions of the FTRA or LTRA as appropriate will apply and these Conditions will be construed accordingly.

2.2 This Agreement shall become operative and bind the Hirer from the earlier of the date of the Hirer signing the Agreement or the date upon which a Hirer takes possession of the Trailers.

2.3 This Agreement shall apply to any Trailer supplied as a replacement for whatever reason under this Agreement.

2.4 The Company reserves the right to refuse to supply any replacement trailer without giving any reason whatsoever.

3. Responsibilities of the Company

The Company shall:

3.1 Obtain and pay for Trailer Excise Duty and any Department of Transport Test Certificates for the Trailers during the hiring under this Agreement.

3.2 Procure that the Trailers are Serviced at the Service Intervals during the continuation of this Agreement and supply replacement parts and tyres necessary as a result of fair wear and tear in order to maintain the Trailers in good running order (unless it has been specified in the FTRA/LTRA that the Company is not responsible for tyres).

3.3 Fit and maintain on each of the Trailers a distance recorder which shall form the basis upon which any mileage charge is calculated.

3.4 Procure that the Trailers comply with legislation concerning the use for which they were designed which is applicable at the start of the Agreement.

3.5 Upon request on reasonable notice by the Hirer supply a replacement trailer whilst any original Trailer is being serviced.

3.6 At its sole discretion, if any of the Trailers becomes, in the opinion of the Company, unserviceable because of defect or mechanical malfunction, supply a malfunction, supply a replacement trailer.

3.7 Be entitled to assign at any time all or part of the benefits and rights in this Agreement to any person without prior notice to the Hirer.

4. Responsibilities of the Hirer

4.1 Prior to taking possession of each of the Trailers, the Hirer must inspect each Trailer and bring to the Company's attention any defects, damage or mechanical malfunction which must be noted on the Check Out/Check In Sheet. The Hirer will sign the Check Out/Check In Sheet when taking possession of the relevant Trailer.

4.2 At the end of the Agreement or, where applicable, the end of any continued hire period for the Trailers, the Hirer must return the Trailers to the Company at the Return Location, and each Trailer must be in good and proper condition and in accordance with the Return Conditions.

4.3 At the time of return of the Trailers the Hirer must sign the relevant Check Out/Check In Sheet and agree on it any defects, damage or mechanical malfunction of any of the Trailers which mean such Trailer is not in accordance with the Return Conditions. The Hirer will pay such excess and other return condition charges as are calculated at that time. Where a Company employee is unavailable to countersign any Check Out/Check in Sheet, liability for the condition of the Trailers will remain with the Hirer until such time an inspection can be made.

4.4 At all times when any of the Trailers are hired to the Hirer, in relation to each of the Trailers, the Hirer shall:

4.4.1 Ensure that all lubricants, fluids and coolants are kept to the manufacturer's specified levels and that all tyre pressures are maintained in accordance with the manufacturer's recommendations.

4.4.2 Ensure that the Trailer is returned at the direction of the Company for Servicing within three days of the Company requesting its return (or the request and at the direction of the rental company if the provisions of Condition 9 apply to the Trailer); and to allow the Company to enter its premises to inspect the Trailer at any time in normal working hours.

4.4.3 Not cause, permit or undertake neither any repairs to the Trailer without the prior express permission in writing of the Company nor, if any repairs are required, to use the Trailer until it has been properly and

fully repaired.

4.4.4 Not cause, permit or suffer the removal or tampering with any plates, marking, paintwork or bodywork or sign writing upon the Trailer.

4.4.5 Ensure that that the Trailer is driven only by a person nominated by the Hirer who must:

4.4.5.1 Be at least 21 years of age; and

4.4.5.2 Be the holder of a current licence permitting the Driver to drive the Trailer in the Republic of Ireland or operate any ancillary equipment; and

4.4.5.3 not except with the Company's prior written approval have been convicted of any monitoring offence or involved in any accident within 3 years prior to the start of the Hire; and

4.4.5.4 Not be a person using a false name or address; and

4.4.5.5 not be a person who is unfit to drive as a result of any drink drugs or suffer from any physical or mental incapacity; and

4.4.5.6 At the Company's request undertake a driving test to the Company's required standard.

4.4.6 Ensure that the annual wear on the tyres of the Trailer does not exceed 6mm per tyre and in the event that this limit is exceeded the Company may at any time apply a charge at standard rate.

4.4.7 Provide proper and secure parking for the Trailers at all times and ensure that when the Trailer is left unattended that the keys are removed, all doors, windows and other openings are securely locked and that any security devices activated.

4.4.8 **Wash and clean the Trailer at least once every seven days during the terms of the Agreement.**

4.4.9 Be responsible for all costs incidental to the use of the Trailer including bridge, ferry, congestion charges, parking fines or road tolls, or similar charges and, if applicable, reimburse the amount of any such charges to the Company that may be paid by the Company and further pay to the Company such reasonable administration charge as is set out in the Tariff applicable at the time the Company requests reimbursement.

4.4.10 Not load or cause the Trailer to be loaded with Dangerous Goods without the written previous consent of the Company.

4.4.11 Not to load or cause the Trailer to be loaded in contravention or in excess of the maximum carrying capacity for which the Trailer was built or imposed by law.

4.4.12 Not take or allow the Trailer to be taken out of the ROI except with the prior written consent of and prior payment of the relevant administration and other charges to the Company. Consent shall be subject to satisfactory evidence that a fully comprehensive policy of insurance exists in respect of the Trailer and that the Company is named in such policy as loss payee. Otherwise the Hirer is liable for all costs while the Trailer is outside the ROI.

4.4.13 Not use, permit or cause the Trailer to be used for any illegal purpose (including, without limitation, in violation of the Immigration and Asylum Act 1999), racing, pace making, contest, driving tuition or the carriage of passengers for hire and reward unless suitably constructed.

4.4.14 **Notify the Company as soon as possible of any accident, breakdown, damage, defect,**

Mechanical malfunction or loss the Trailer giving full details. Notification to the Company of any major damage should be in writing. The Company reserves the right to charge for costs incurred should the Hirer contravene this Condition.

4.4.15 Be responsible for:

4.4.15.1 keeping the Trailer in good repair and condition, fair wear and tear excepted, and

4.4.15.2 the cost of all and any damage to the Trailer, and

4.4.15.3 the cost of all repairs, rectification or supply of replacement parts or tyres resulting from the Hirer's failure to comply with Condition 4.4. The Hirer will continue to pay the Hire Charge whilst the Trailer is undergoing such repairs and/or awaiting such replacement parts. The Company's Fleet Engineering & Technical Director shall decide as to whether or not the need for repair or replacement parts or tyres has arisen from misuse by the Hirer.

4.4.16 Keep the Company informed of any prosecution, inquest, accident or enquiry and promptly copy to the Company all associated communications relating to the Trailer or this Agreement.

4.4.17 Not make or give any admission of liability or indemnity in respect of any accident, prosecution, inquest or incident as shall entitle the insurers of the Trailer to repudiate the claim wholly or partly.

4.4.18 Promptly give all such information and assistance as may be required by the insurers or the Company as a result of any such prosecution, inquest, accident or enquiry.

4.4.19 Not assign the whole or any part of the Agreement, nor offer for sale or sell, assign, mortgage or pledge the Trailer, and shall not allow it to become subject to any lien, distress, execution, seizure, or legal process.

4.4.20 Immediately notify the Company if the Trailer is seized by any third party and immediately inform in writing and orally the party seizing the Trailer that it is owned by the Company.

4.4.21 Hold a valid Operator's License where the Trailer (if over 3.5 tones) is to be used for commercial purposes. Should the Trailer be detained by the vehicle Inspectorate for illegal use against Operator Licensing requirements, the Hirer shall be responsible for any costs and expenses incurred in restoring the Trailer to the Company and will continue to pay the Hire Charge for the Trailer until it is returned to the Company.

4.4.22 If the Trailer is a Refrigerated Trailer ensure that the annual engine hour use does not exceed 2500 hours and in the event that this limit is exceeded the Company may at any time apply a charge at standard rate.

4.4.23 **Carry out the daily safety checks on the Trailer as follows: - Maintain tyre pressures, check condition of tyres and repair any punctures, tighten wheel nuts, check correct operation of lights, check correct operation of brakes, check overall condition of the trailer for safety and compliance with all legal requirements.**

5. Payments

5.1 The Hirer shall pay all Hire Charges and other sums attributable to the hiring of the Trailers under this Agreement at the rate(s) set out in the Agreement or, if applicable, in the Tariff. All payments shall be made without any reduction, deduction, set off or counterclaim, within 28 days of invoice date by direct debit or bank automated transfer. It is an essential term of this Agreement that you pay all sums on the due date for payment.

5.2 The Company shall be entitled to charge interest at 3% above Bank of Ireland base lending rate from time to time on all sums overdue from the date payment is due until payment is actually made on a daily basis both before and after judgment provided that this right shall not prejudice any other right or remedy in respect of such sum

5.3 After re-delivery of the Trailer to the Company at the end of the Hire of the Trailers, the Hirer will pay the costs and expenses incurred by the Company to repair or refurbish any of the Trailers into the condition required by the Return Conditions.

5.4 The Hirer will pay VAT on all sums due under this Agreement at the rate prevailing on the due date for payment.

6. Insurance

6.1 The Hirer shall effect and at all times keep in effect and at all times comply with the terms of a fully comprehensive policy of insurance with a reputable insurance company for the full Replacement Value of the Trailers and shall inform the insurer of the Company's interest in the Trailers and ensure the Company is named as loss payee in such insurance policy. The Hirer shall upon demand produce evidence of such insurance to the Company including the insurance certificate itself.

6.2 The Company may at its discretion upon receipt of the Hirer's request provide insurance cover in respect of specified Trailers for the period of the Contract Hire subject to payment of the collision damage waiver premium on the following terms: -

6.2.1 This cover shall not extend to unspecified Trailers or any damage caused to the Trailers as a result of driver abuse or the negligent actions of the Hirer, its servant's agents or sub-contractors.

6.2.2 This cover shall not extend to any damage caused to any glass incorporated into the Trailer or its tyres, or damage occurring above or resulting wholly or partially from damage above the roof..

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7. Hirer's Indemnities

The Hirer shall indemnify and keep the Company indemnified in full against all and any cost, loss, liability, damage, injury, demand, penalty, claim, action, judgement, proceeding or expense including legal costs (on a full indemnity basis) and including without limitation, loss of profit and all outstanding financial commitments due by the Company in respect of the Trailer that the Company shall suffer or incur as a consequence of:

- 7.1 Any direct or indirect breach or default by or negligent performance or failure by the Hirer of its responsibilities or obligations under the Agreement.
- 7.2 The Hirer failing to possess the authority of all persons owning or having an interest in the Goods loaded in or upon the Trailer at any time whilst the Trailer is hired to the Hirer, or
- 7.3 The presence or use of the Trailer, or
- 7.4 Any offenses which may be committed by the Hirer, its servants or agents relating to the use or possession of the Trailer by the Hirer including, without limitation, offenses relating to lighting, parking, speeding, weight limits and weight restrictions.
- 7.5 The Hirer, servants or agent failing to possess any necessary permits, authorizations and licenses in respect of the use or possession of the Trailer by the Hirer.
- 7.6 The Trailer being lost, seized, confiscated, destroyed, damaged beyond economical repair or stolen.

8. Company's Indemnity

- 8.1 The Company shall indemnify the Hirer against any cost, loss, liability, damage, penalty, proceeding or expense that the Hirer shall incur and pay directly as a result of the Company's proven negligence up to a maximum amount equal to the Hire Charge paid by the Hirer in the term of the Agreement.
- 8.2 Nothing contained in the Agreement shall exclude or limit the liability of the Company for death or personal injury caused by its negligence.

9. Trailers from other rental companies

- 9.1 The Company may supply trailers provided by other rental companies as a Trailer under this Agreement.
- 9.2 The rental companies shall not have a liability to the Hirer any greater than that of the Company in respect of such Trailer.
- 9.3 The Hirer shall make the Trailer available to the rental company or its authorized agents for Servicing as required by the Company.
- 9.4 The Company shall not have any liability if the Hirer declines a trailer supplied by another rental company.
- 9.5 The Hirer shall not make any claim against any such servant agent or sub-contractor in addition to or in excess of the exclusions and limitations of liability set out in these Conditions.

10. Termination

- 10.1 The Company shall be entitled to terminate this Agreement and/or the hiring of any or all of the Trailers;
 - 10.1.1 Immediately:
 - 10.1.1.1 If any Hire Charge or other sums due under the Agreement are not paid by the Hirer on the due date; or if the trailer is driven by any person other than a person provided in clause 4.4.5; or
 - 10.1.1.2 If the trailer is driven by any person other than a person provided in clause 4.4.5; or
 - 10.1.1.3 The Hirer has committed any other material breach of its obligations under this Agreement; or
 - 10.1.1.4 any other agreement between the Company and the Hirer or between the Hirer or any Hirer Group Company, on the one hand, and the Company or any Company Group Company, on the other hand, becomes terminable at the instance of the Company or any Company Group Company for any reason or any other loan, lease, debt or security agreement in force between the Hirer and any other party; or
 - 10.1.2 Upon 14 days written notice in any other circumstances.
- 10.2 Upon the Agreement or the Hire of the Trailers being terminated the Hirer shall immediately pay any Hire Charge or other sums that are due and unpaid at the date of termination; and the Hirer not be entitled to possession or use of the Trailer and shall immediately deliver it to such location in the ROI as the Company may require at the Hirer's expense.
- 10.3 Such termination shall be without prejudice to any other rights or remedies of the Company.
- 10.4 Where the Agreement or the hiring of the Trailers is terminated the Hirer grants the Company, its agents and employee's irrevocable license at any time to enter any premises where the Trailers are, or maybe, located, to recover the Trailers and the Hirer will be responsible for all costs and expenses incurred by the Company in recovering the Trailers.

11. Return Conditions

- 11.1 The Hirer agrees upon the expiration of the Agreement to return the Trailer to the Company at the Return Location.
- 11.2 The Hirer shall upon the return of the Trailer to the Company ensure that it is in the same operating order repair and condition as when delivered to the Hirer (ordinary wear and tear excepted) and in particular (but without prejudice to the generality of the foregoing) that the Trailer:
 - 11.2.1 Has (if applicable) a full Department of Transport Test Certificate valid for a minimum of nine months and complies with all legal requirements for use on roads in the ROI;
 - 11.2.2 Will be returned with the full maintenance history records and all other applicable documentation;
11.2.3 Is thoroughly cleaned internally and externally
 - 11.2.4 including all bodywork and accessories shall be free of all advertising, insignia or livery or any evidence thereof and any remedial work necessary shall have been carried out prior to re-delivery of the equipment to the Company;
 - 11.2.5 Has (if applicable) a chassis free from cracks, distortion, corrosion and correctly repaired fractures. Wings, side skirting, mudguards to be free from damage;
 - 11.2.6 is fitted with first life casing tyres (if first case tyres were originally fitted), including a spare (if originally supplied), which fully comply with all legal requirements for Trailers of its type, have at least 6mm of their original tread depth remaining, and are of a premium specification. No remolded, retreaded or regrooved tyres are to be fitted. Tyres shall be free from cuts, gouges, flat spots, damage to the side walls, be inflated to the correct pressures and not punctured;
 - 11.2.7 Is fitted with brake pads or shoes with at least 50% of their original thickness remaining;
 - 11.2.8 has fully working electrical and hydraulic systems where appropriate;
 - 11.2.9 has no damage to the suspension or suspension parts requiring immediate replacement;
 - 11.2.10 has bodywork which is unholed and has firm floors with no boards missing, roofs and sides where applicable which are unholed, wind and weatherproof and doors, roller shutters and drop-sides where applicable which are of sound condition and which fit and operate correctly.
- 11.3 In the event that the Trailer comprises any equipment of the type mentioned below the Hirer shall in addition and without prejudice to its obligations under sub-clause 11.2 above ensure that such equipment upon its return to the Company complies with the following requirements, namely
 - 11.3.1 Curtain sider trailers - curtains and covers to be free from tares, tares with patches not to exceed 5% of the surface area;
 - 11.3.2 Platform trailers – Floors to be firm and unholed. No boards shall be missing on deck work;
 - 11.3.3 Box trailers – Bodywork and doors to be free from puncture holes and scratches should not exceed 5% of the surface area;
 - 11.3.4 Skeletal trailers – All twist locks must be present and fully functional;

- 11.3.5 Refrigerated trailers - temperature control unit (if any) to be maintained to manufacturer's standards, overhauled as stipulated, operate efficiently, be in good working order and supported by an up to date operating conditions, certificate from the manufacturer's servicing agent. Insulation (if any) to be undamaged;
- 11.3.6 Tipper trailers – bodywork to be free from puncture holes, distortion, corrosion or contamination with all body seam welds in good order and tailgate fully operable;
- 11.3.7 Any tail-lift, crane, pumping, PTO or other ancillary equipment to be in good condition and operate efficiently;
- 11.3.8 Tanker trailers only to have been used with suitable products and interior to be cleaned and in a degassed condition. No evidence of pitting or reduced shell thickness should be present and all ladders and handrails must be intact.
- 11.4 End of Hire Inspection
 - 11.4.1 No less than 14 days and no more than 28 days prior to the date of return or on the date of any earlier termination, the Hirer will make the Trailer available for inspection at a time and place requested by the Company.
 - 11.4.2 At the end of the term of the Agreement (howsoever arising) the Hirer will return the Trailer at the Hirer's cost, to such address and on such date as the Company may reasonably direct. The Trailer will be examined by an engineer nominated by the Company either on the Hirer's or any other premises nominated by the Company. The Hirer will be provided with a copy of the Condition and Utilization Report. Unless otherwise properly repaired by the Hirer any necessary repairs may be carried out by the Company but at the Hirer's expense. The cost of repairs (or if the Company chooses not to carry out such repairs the estimated costs) will be paid by the Hirer to the Company on demand. Any time taken to inspect and/or repair the equipment may be charged to the Hirer and may include any loss of value arising during that period if the Trailer is not in complete accordance with the return condition required by clause 11.2.
 - 11.4.3 In the event of a dispute relating to the condition and/or utilization allowance on its return, the Trailer shall be examined by an engineer, appointed at the request of either party, of the Freight Transport Association whose report on the condition and/or utilization of the Trailer shall be conclusive and binding on both parties. The engineer shall act as an expert and his costs shall be borne by the Hirer. Any time taken to settle such dispute may be charged to the Hirer and may include any loss of value arising during the period from the end of hire until sale of the equipment or settlement of the dispute (whichever is the earlier) unless the expert conclusively decides in favor of the Hirer.

12. Force Majeure

Neither Party shall be liable to the other in any manner whatsoever for any delay or for the consequences of any delay in performing any of its obligations under this Agreement if such delay is due to any cause beyond that Party's reasonable control.

13. Dispute

Any dispute between the Parties regarding this Agreement or an extension shall be, at the instance of either Party, referred to the President for the time being of the Freight Transport Association Ireland who shall act as expert and not arbiter. His decision shall be final and binding and the costs of the determination shall be borne in such manner as the expert deems fit.

14. Waiver

Neither Party shall be deemed to have waived any right or remedy unless it has waived that specific right or remedy in writing.

15. Severability

If any provision of this Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.

16. Representations and variation

- 16.1 Subject to the Company's obligations set out in this Agreement all conditions and warranties which are to be implied by statute or otherwise by general law into this Agreement are hereby excluded to the extent possible but neither the Company excludes its liability for death or personal injury caused by its negligence.
- 16.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 16.3 No variation of the terms of this Agreement shall be binding on either Party unless made in writing by an authorized signatory of each Party. No agent, servant or sub-contractor of the Company has any authority to alter or vary this Agreement or the Return Conditions in any way.

17. Notice

- 17.1 Any notice to be given or served shall be in writing and shall be delivered or sent by pre-paid first class post or electronic transmission to the Party to whom it is to be given or served at that Party's registered office.
- 17.2 Any such notice shall be deemed to have been given or served:
 - 17.2.1 If delivered, at the time of delivery, or
 - 17.2.2 If posted 48 hours after the envelope containing the notice shall been put in the post, or
 - 17.2.3 If transmitted electronically to the recipient's current registered office number upon the sender's receipt of a confirmed log-out print for the transmission regarding the date, time and transmission of all Pages.

18. Jurisdiction and Law

- 18.1 The Agreement shall be constructed according to the Laws of the ROI.
- 18.2 A person who is not a party to this Agreement shall not have any rights under or in connection with it provided that rental companies supplying trailers in accordance with Condition 9 may enforce the provisions of Condition 4.4.2.

19. Data Protection

- 19.1 The Company may disclose information about the Hirer, this Agreement and the conduct of the Hirer's account to any licensed credit reference agency and with fraud prevention agencies and for financing purposes. Other lenders may use such information when considering any future application for finance that may be made by the Hirer. The Company may disclose such information to its Group Companies and any person acting on behalf of the Hirer and any insurers and any person acting on behalf of the Company for the purposes of the administration and enforcement of this Agreement. The Company (or our appointed third party agents) may process your information for the purposes of market and statistical analysis and market research/customer satisfaction purposes.
- 19.2 In considering and administering this or any future agreement between the Company (or a Group Company), the Company will use:
 - i. Information the Hirer has given to the Company in connection with this Agreement.
 - ii. Information that the Company has received following a search of records at credit reference agencies. Such agencies will record details of the Company's search and those details may be seen by other organizations that carry out searches. In entering into this Agreement the Hirer consent to such credit checks being carried out.
 - iii. Information that we obtain from your performance of this Agreement and/or any other agreement that the Hirer or its Group Companies may have with the Company or any Company Group Company.