



TERMS & CONDITIONS OF HIRE

Effective 1 July 2026

1. Definitions

AHH means Atom Heavy Hire Limited.

Hirer means the person or entity hiring the Machine as identified in the relevant credit application, hire agreement, invoice or written confirmation.

Machine means the equipment described in any quotation, hire schedule, text message, email, invoice or written confirmation issued by AHH, including all accessories, attachments and replacement parts.

Start Date means the date the Machine leaves AHH's premises for delivery to, or collection by, the Hirer.

Return Date means the return date confirmed by AHH in writing.

Hire Period means the period commencing on the Start Date and ending on the earlier of:

- The time the Machine is returned to AHH's premises;
 - The Return Date; or
 - Termination under these terms.
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2. Application of Terms

(a) The Machine is hired subject exclusively to these Terms & Conditions.

(b) AHH may amend these terms from time to time. Any amendment applies to hire agreements entered into after notification. Continued hire after notification constitutes acceptance.

(c) No variation is binding unless agreed in writing by AHH.

3. Hire Period & Charges

(a) Hire charges apply from dispatch from AHH's premises until return.

(b) Hire rates are calculated on an 8-hour day (8:00am–5:00pm) or part thereof.

- (c) A one-hour grace period applies for return (until 9:00am). Thereafter, a full additional day's hire is charged.
 - (d) No allowance is made for time the Machine is not in use unless agreed in writing.
 - (e) Additional Machines or accessories are charged at agreed rates or AHH's standard rates.
 - (f) The Hirer is liable for reconditioning, repair or cleaning beyond fair wear and tear. Cleaning is charged at \$100 + GST per hour if required.
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4. Condition, Risk & Operation

- (a) The Hirer must satisfy itself that the Machine is suitable and fit for purpose prior to use.
 - (b) Only competent and appropriately licensed operators may operate the Machine.
 - (c) Risk in the Machine passes to the Hirer in accordance with clause 5 and remains with the Hirer until risk passes back to AHH upon return of the Machine in accordance with these Terms.
 - (d) The Hirer is responsible for all loss or damage during the Hire Period (fair wear and tear excepted), regardless of cause, except to the extent caused by AHH's negligence.
 - (e) The Hirer must maintain the Machine properly and is liable for damage caused by misuse, overloading, neglect, theft, fire or accident.
 - (f) The Hirer must comply with all obligations under the Health and Safety at Work Act 2015.
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5. Delivery & Transport

- (a) Unless otherwise agreed in writing, the Hirer is responsible for all delivery and collection costs.
 - (b) Where the Hirer arranges the transport of the Machine, all risk in the Machine passes to the Hirer upon dispatch from AHH's premises.
 - (c) Where AHH arranges or undertakes delivery of the Machine, all risk in the Machine remains with AHH until the Machine is delivered to the agreed delivery location, at which point all risk passes to the Hirer.
 - (d) Where the Hirer arranges return transport, risk remains with the Hirer until the Machine is received by AHH at its premises.
 - (e) Where AHH arranges or undertakes collection, risk remains with the Hirer until the Machine is collected from the agreed collection location, at which time risk passes to AHH.
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6. Fuel & Consumables

The Hirer must provide all fuel, oil, lubricants and consumables in accordance with manufacturer specifications.

7. Breakdowns

- (a) The Hirer must notify AHH immediately of any breakdown.
 - (b) Hire charges are suspended from notification if the breakdown is not caused by the Hirer.
 - (c) If caused by misuse or negligence, hire charges continue and repair costs apply.
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8. Ownership & PPSA

- (a) All Machines remain the property of AHH at all times.
 - (b) The hire may create a security interest under the Personal Property Securities Act 1999 (PPSA).
 - (c) The Hirer must do all things necessary to ensure AHH's security interest is enforceable and perfected.
 - (d) The Hirer waives rights under sections 114(1)(a), 121, 125, 129, 131 and 132 of the PPSA.
 - (e) The Hirer waives the right to receive a verification statement under section 148 of the PPSA.
 - (f) The Hirer must not sell, lease, sub-hire or encumber the Machine without AHH's written consent.
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9. Payment, Default & Recovery

- (a) All invoices are due for payment on the 20th of the month following the invoice date unless otherwise agreed in writing.
- (b) If any amount remains unpaid after the due date, the Hirer is in default.
- (c) AHH may charge default interest at 2% per month (24% per annum) calculated daily from the due date until payment is received in full. Interest accrues daily and may be capitalised monthly.
- (d) Administration Fee for Overdue Accounts

If any invoice remains unpaid 7 days after the due date, AHH may charge a reasonable administration fee of \$65 + GST per overdue invoice to cover internal credit control, account management and administrative costs associated with the overdue amount.

The administration fee:

- Is payable on demand;
 - Is charged once per overdue invoice;
 - Is additional to default interest under clause 9(c); and
 - Does not limit AHH's right to recover further enforcement or recovery costs under clause 9(g).
- (e) If any account is overdue, AHH may, without prejudice to its other rights:
- Suspend or withdraw credit facilities;
 - Refuse further hire;

- Require payment in advance or a bond;
- Recall any Machine on hire.

(f) If unpaid 45 days after due date, AHH may terminate the agreement and repossess the Machine.

(g) The Hirer indemnifies AHH for all costs incurred in recovering overdue amounts, including legal fees, debt collection costs, repossession costs and administrative expenses. Such amounts bear default interest under clause 9(c).

(h) Interest under this clause is payable in addition to any entitlement under the Interest on Money Claims Act 2016.

(i) The undisputed portion of any disputed invoice must be paid when due.

(j) AHH may allocate any payment received to any outstanding invoice at its discretion.

10. Insurance

(a) From the time risk in the Machine passes to the Hirer under clause 5 until the Machine is returned to AHH and risk passes back to AHH, the Hirer must insure the Machine for its full replacement value against loss, theft and damage.

(b) Evidence of insurance must be provided to AHH upon request.

(c) The Hirer is responsible for any insurance excess relating to any claim arising during the period the Machine is at the Hirer's risk.

11. Bond

AHH may require a bond at its discretion.

12. Termination

If the Hirer breaches these terms, becomes insolvent or ceases trading, AHH may:

- Terminate immediately;
- Enter any premises to repossess the Machine;
- Recover all monies owing.

The Hirer indemnifies AHH for any resulting loss.

13. Limitation of Liability

(a) The hire is in trade and the Consumer Guarantees Act 1993 does not apply.

(b) To the maximum extent permitted by law, AHH is not liable for indirect, consequential or economic loss.

- (c) AHH's maximum liability shall not exceed the total hire charges paid.
 - (d) The Hirer indemnifies AHH against third-party claims arising from use of the Machine.
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14. General

- (a) The Hirer must pay all infringement notices incurred during the Hire Period.
 - (b) AHH may inspect the Machine at any reasonable time.
 - (c) The Machine must be returned complete, clean and in good working order (fair wear and tear excepted).
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15. Privacy

- (a) AHH collects and uses personal information for credit assessment, account management, debt recovery and compliance purposes.
 - (b) Personal information is handled in accordance with the Privacy Act 2020.
 - (c) The Hirer has the right to access and correct personal information.
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16. Credit Reporting Authorisation

The Hirer authorises AHH to obtain and provide credit information to Equifax for the purposes of:

- Assessing credit applications;
- Ongoing credit monitoring;
- Reviewing, enforcing or collecting debts;
- Reporting payment defaults.

The Hirer acknowledges that such information may be disclosed to other credit providers and that they have rights under the Privacy Act 2020.

17. GST

Unless stated otherwise, all amounts are exclusive of GST, which is payable by the Hirer.