

# ***Opening a new Air Products account***

## ***3-in-1 Combined Account Opening Form (F1940 Oct 06)***

This leaflet contains the most up-to-date information on how to open new Air Products accounts, using the updated 3-in-1 account opening form.

The form has been updated to enable full compliance with the requirements for “Hire Agreements” and enables you to complete all the necessary details required to open a new account and complete Optima advanced rental contracts and hire agreements (for those “non limited” customers) in one easy to use form.

The Direct Debit Mandate is attached at the back of the form for easy completion.

This should be forwarded to Air Products along with the top copy of the F1940.

Completion instructions for the updated form are attached. Please read through this leaflet carefully and pass on the information to anyone else who deals with your Air Products customers. If you would like additional copies of this leaflet or have any questions, please call your local Air Products representative.

Please commence using the new F1940 form immediately and destroy/dispose of the previous issue (F1940 Feb 05).



# Retail Account Opening Form (F1940)

- Completed by:** Enter your name as the Air Products/agent representative completing the form. Eg "Peter Miller."
- Plant No:** Enter your agent number, ie "X001/ACEWELD".
- Tick:** "Optima contract," "Create customer" or "Modify customer details."  
*For agents using APDirect webtool:* Tick "modify customer details" only if a company name or trading style modification is required. Simple changes to address and contact details can be made directly in APDirect.
- Customer details:** Complete all fields.
- Proprietor/Partnership name/Home address (if non PLC/Ltd):** Complete all fields for sole traders, partnerships and all other non-incorporated businesses.
- VAT Number:** Enter VAT number/exempt.
- Co. Reg. No.:** Enter company registration number.
- Payment method:** Tick customer payment method. Note: Direct Debit is our preferred option.
- Customer Type:** B or C (enter B unless otherwise advised).
- Est. cyl/month:** Enter customer's approximate monthly cylinder consumption.
- Sold/Ship-To:** In most cases, these two numbers will be identical.  
*For agents using APDirect webtool:* Use the number which will appear on the screen after you have created the customer.  
*For agents using manual delivery notes:* For Air Products use only.
- Containers:** Complete all fields. Refer to your retail price list. If you need to use different pricing, then the new account can only be opened by your local Air Products sales engineer or retail manager.
- Rental:** Complete all fields. Refer to your retail price list. Confirm 1, 3, or 5 year Optima contract or daily rental option with customer.
- Prepayment contract:** For new Optima contracts enter start date and contract number given by APDirect webtool (Create pre-payment). For agents not using APDirect: Complete start date only (contract no. completed by Air Products).
- Incoterms:** Tick customer's preferred method of supply.
- Other charges:** Complete all fields. Refer to your retail price list. Energy Surcharge 29p per cylinder/Non DD customer £2 per invoice.

## Hire Agreement

regulated by the Consumer Credit Act 1974

**BETWEEN:** The Owner ("us", or "APL") Air Products plc of 2 Millennium Gate, Westmere Drive, Crewe CW1 6AP, and the Hirer ("you" or "Customer") whose details are given in the Hire agreement below

**AP/AGENT USE ONLY:**

Completed by:  Plant No. (eg X001)   Optima contract  Create customer  Modify customer details

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**HIRER INFORMATION**

Name:

Address:

Town/County:

Post Code:

Telephone:

Fax/Mobile:

Email:

Customer Contact name:

**HIRER MASTER DATA**

Billing Address:

Town/County:

Post Code:

VAT No.:  Co. Reg. No.:

Payment:  Cash  Direct Debit  Customer type: B  C

10<sup>st</sup> Cyl/Month:

Sold/Ship-To #:  AP/Agent use only

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**KEY FINANCIAL INFORMATION**

This agreement is for the hire by you of the following containers:

Containers			Rental (Excl-VAT)		Daily		Optima (Tick one)	
Product Code e.g. PR 14296	Product Name/Cylinder Size e.g. PR_ARGON_M47S_TECH	Tariff/ Price (Excl-VAT)	Rental Code e.g. D01	Quantity No. Cyls	Unit Price Day (Excl-VAT)	Prepayment ( ) yrs	Total (Excl VAT)	

**Prepayment (Optima) Contract details**

Prep. Contract No:

Start Date:

**Incoterms**

EXW Customer Collects

DDP Deliver to Customer

Other charges (Excl-VAT)		Sub-total	
Per customer collection:	£ : <input type="text"/>	VAT 17.5%	RENTAL TOTAL
Per AP/Agent delivery:	£ : <input type="text"/>		
Energy Surcharge (per cyl):	£ : <input type="text"/>		
Per invoice Charge non dd customer	£ : <input type="text"/>		

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**TICK ONE**

**Optima Contract:** Under an Optima contract you hire the Containers for the pre-payment period commencing on the first date of delivery or collection of a Container. At the end of this period the contract will be renewed automatically for a similar period unless we receive written notice from you at least 3 months prior to the expiry date. You must make an advance payment when you sign this Agreement which is a prepayment of the hire charges as shown above for the minimum period. Unless you have terminated this Agreement, you must, on the date on which the minimum period expires, pay us the hire charge annually in advance, and continue to do so on the same day each year until termination. If you cancel the contract before the end of the prepayment period we will reimburse the hire charges for each remaining whole unexpired year less an administrative charge. If you require additional Containers during the hire period we will provide them to you and charge for them at the prevailing daily rate.

**Daily Contract:** We will send you a statement of sums due each month, and you must pay us that sum by the 15th day of the following month. Should a Container be replaced during the hire period, a handling charge, as stated above is payable if you collect the replacement, or if we deliver it to you. We may vary these charges, and rental charges on notice.

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**IMPORTANT -**

**READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS**

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement without getting a court order.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

**Use of your information**

You have a right to know how we will use your personal information. It is important that you should read clause 10 overseas entitled "Use of Your Information" before you sign.

We may send you information about products of ours which may be of interest to you. You have a right at any time to stop us from contacting you or giving your details to others for these purposes. You may write to us at 2 Millennium Gate, Westmere Drive, Crewe CW1 6AP if you wish us to stop.

**Your Right to Cancel**

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking a WRITTEN notice of cancellation to Air Products plc, 2 Millennium Gate, Westmere Drive, Crewe CW1 6AP.

If you cancel this agreement you will not have to make any further payment. Any money you have paid and property given as security will be returned to you.

If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request.

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**By signing this Agreement, you declare that:**

- You have read the terms of the Agreement set out above and in the Terms and Conditions overseas and APL's general conditions of sale (as amended from time to time), and agree to be bound by them;
- You understand that this agreement will not be regulated by the Consumer Credit Act 1974 if the hirer is a limited company or a PLC, and that references to this agreement being cancellable and to other protection under the Act will not then apply;
- The Containers are hired for the purposes of a business carried on by you;
- This Agreement was fully completed when you signed it, and you have been provided with a copy of it;
- You have received or been advised how to obtain APL's Material Data and Safety Sheets.

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This is a Hire Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms. Under this agreement the goods do not become your property and you must not sell them.

Signature(s) of Hirer(s)      Date of signature(s)

Signature for and on behalf of Air Products PLC      Date of signature(s)

WHITE - AP    YELLOW - CUSTOMER    GREEN - AGENT    **20**    TOP COPY AND DDM TO AP    F1940 Oct 06

**DIRECT DEBIT MANDATE**      **21**

- Tick as applicable.
- Tick as applicable.
- Customer signature:** Make sure that the customer checks details carefully, reads the terms and conditions, prints, dates and signs here.
- Air Products signature:** Air Products/Agent sign and date.
- Direct Debit Instruction:** Complete all fields, except reference number (completed by Air Products), and make sure that the customer checks details carefully and signs.