# **Kitchen Equipment Rental & Purchase Scheme for Small and Medium Eateries**





### **Application Form - (To be filled in by Contractor)**

Ref No.	Α

Part 1 - Particulars of Contractor (the "Applicant")				
Name of Contractor*	Chinese	lish		
Contact Person				
Telephone				
Date of Application				
Declaration: Please state the projects collaborated with the Customer for the past three years for our reference.				
Please confirm whether the C works by the Contractor	Customer has any unsatisfactory or delayed pay	ent record on the sup Yes □	ply of equipment and No	
*Contractor refers to the authorized dealer	rs, agents and business partners of the Hong Kong and China Gas C	pany Limited.		
	Part 2 – Particulars of Custom			
Shop Name	Chinese			
	English			
Shop Address	English			
Towngas Account Number	(To be filled in by Towngas for new customer)			
Name of Responsible Person	Mr./Ms.* * Please delete as appropriate  Chinese	nglish		
Telephone of Responsible Person				
** Please fill in the application form and submit it together with the following documents; otherwise the application will not be considered **				
		Please submit, fill in   ✓ the box	and Date Received	
1) Application Form of Customer for "Partnership Offer" Promotion Scheme				
2) Application Form of Customer for "Kitchen Equipment Rental & Purchase" Scheme				
3) Copy of Certificate of Incorporation of Customer				

3) Copy of Certificate of Incorporation of Customer

4) Copy of valid Business Registration Certificate of the shop

5) Copies of supporting documents and identity cards of major shareholder(s) and partners(s) of Customer

6) Shop layout plan for license application

Form No.: CIMSD/F102/2020 1/3

### Kitchen Equipment Rental & Purchase Scheme for Small and Medium Eateries





7) Quotation of "other equipment, facilities" and relevant works in shop kitchen and relevant contractual documents signed by Customer (collectively the "Quotation")	
8) Photos of shop kitchen taken inside and photos of shop front taken outside before renovation of eatery	

#### **Terms Binding on the Applicant**

- 1. These terms shall be applicable to the Applicant for the "Kitchen Equipment Rental & Purchase" Scheme provided by Towngas. After this application form has been checked and accepted by Towngas and the relevant contract has been signed between Towngas and the Customer (the "Customer Contract"), these terms shall be binding on the Applicant.
- 2. From the time of the delivery of this application form by the Applicant to the signing of the Customer Contract by Towngas and the Customer, the contents of this application form and the documents submitted shall not be altered. There will be a 7-day cooling-off period after the Customer Contract is signed. If the Applicant or the Customer decides to cancel its rights entitled from and obligations owed to Towngas, either party may give notice in writing to Towngas within such 7 days. If Towngas receives such unilateral notice in writing from the Applicant or the Customer within such 7 days and has not made any payment in accordance with the Quotation, this application form and the Customer Contract shall automatically become null and void without any compensation.
- 3. If the Customer has not yet joined the "Partnership Offer" Promotion Scheme, the application documents for such scheme shall also be submitted by the Applicant with this application. If the Customer's application for "Partnership Offer" Promotion Scheme is unsuccessful, the application for this "Kitchen Equipment Rental & Purchase" Scheme will not be considered.
- 4. Upon the expiration of the 7-day cooling-off period, this application form and the Customer Contract and the following conditions shall become legally effective and binding on the Applicant:
  - (a) The Quotation already issued by the Applicant to the Customer for the "Kitchen Equipment Rental & Purchase" Scheme shall be deemed as if issued to Towngas. The equipment set out the Quotation shall not include water, electricity, plaster and fire safety works.
  - (b) The Applicant shall assume full responsibility on its own to the Customer for the quality and the suitability for the specific purpose of such "other equipment, facilities" and relevant works in the kitchen of the shop (collectively the "Relevant Equipment/Works") set out in the Quotation. Also, the Applicant shall and agrees to supply the Customer directly with maintenance and repair services for 12 months.
  - (c) The obligations of Towngas for the Relevant Equipment/Works and under the Quotation and these terms shall be limited to the amount directly payable to the Applicant by Towngas according to the time schedule as set out in the Quotation. Any other balance in the Quotation shall be paid directly by the Customer to the Applicant. Other than the payment obligations set out above, Towngas shall have no legal liability of any kind whatsoever to the Applicant and the Customer.
  - (d) Upon the first payment of any part of the amount payable by Towngas to the Applicant, the Applicant agrees that the property in all Relevant Equipment/Works covered by the Quotation shall pass to Towngas. The Applicant also agrees to continue to be liable and effect appropriate insurance cover for all relevant risks and losses of the Relevant Equipment/Works, until Towngas confirms that the Applicant has completed all its obligations under the Quotation.
  - (e) After the Applicant has supplied and completed the Relevant Equipment/Works, the Applicant shall submit to Towngas a declaration of completion (with the Customer's confirmation by its signature). The Applicant also agrees to collect the remaining balance from Towngas after an on-site checking of the Relevant Equipment/Works has been conducted by Towngas.
  - (f) If, for any reason whatsoever, the Applicant fails to supply and complete the Relevant Equipment/ Works within 120 days after the signing of the Customer Contract, or the Customer is unable to fulfill any terms in the Customer Contract before Towngas' full payment of its remaining balance, Towngas reserves the right to terminate this Scheme and/or the Customer Contract, and reserves the right to pursue any actions and claims for any damages or compensation against the Applicant, including ceasing payment of any unpaid amount and recovering any paid amount.
  - (g) If any concealment or fraud on the Applicant's part is confirmed after investigation, Towngas shall reserve its right to pursue actions against the Applicant and shall revoke the relevant registration of the Contractor.

Form No.: CIMSD/F102/2020 2 / 3

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#### **Declaration and Signature of Contractor**

I/We, the Applicant hereby declare that the information given in this application form is correct. I/We, the Applicant have read and understand the terms of the "Kitchen Equipment Rental & Purchase" Scheme, and agree to be legally bound by such terms.

Name of Contractor	Signature and Company Chop
Position	Date

The following is to be filled in by Towngas				
For Approval Use		For Internal Use		
Prepared by :		Agreement No. :		
		Quote No. :		
Endorsed by :		Sales Order No. :		
		Order Placed Date :		
Approved by :		P.O. No. :		
		Approved Amount (HK\$):		

Contact Number: 2963 3300

Email Address: cimsd\_scheme@towngas.com