

Kitchen Equipment Rental & Purchase Scheme for Small and Medium Eateries



煤氣
Towngas



Application Form – (To be filled in by Customer)

Ref No.		B
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Part 1 – Particulars of Customer (the “Applicant”)

Towngas Account Number	(To be filled in by Towngas for new customer)	
Business Name	Chinese	English
Shop Name	Chinese	
	English	
	Is the eatery established by a Hong Kong listed company? Yes <input type="checkbox"/> (Stock Code:) No <input type="checkbox"/>	
Shop Address	English	
Total Floor Area of Applicant’s Shop	Square feet	
Name of Applicant#	Mr./Ms.* Chinese <small>* Please delete as appropriate</small>	English
Contact Details of Applicant	Telephone	Email Address
<p>Declaration :</p> <p>Please state the Applicant’s experience in operating a restaurant for the past three years for our reference.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p># Applicant must be major shareholder/executive director of the company (applicable to a limited company) or partner (applicable to a partnership)</p>		

Part 2 – Particulars of Towngas Authorized Contractor, Agent and Business Partner (the “Contractor”)

<p>*Please tick the appropriate box</p> <p><input type="checkbox"/> I/We agree and authorise the following Contractor to submit this application form and relevant documents to Towngas</p>		
Name of Contractor	Chinese	English
Contact Person	Chinese	English
Telephone of Contact Person	Office	Mobile

Terms Binding on the Applicant

<p>1. These terms shall be applicable to the Applicant for the “Kitchen Equipment Rental & Purchase” Scheme provided by Towngas for the purchase of “other equipment, facilities” and relevant works (collectively the “Relevant Equipment/Works”) in the kitchen of the Applicant’s shop. After this application form, the relevant application and documents submitted by the Contractor have been checked and accepted by Towngas, and the relevant contract has been signed between Towngas and the Applicant (the “Customer Contract”), these terms shall be binding on the Applicant.</p> <p>2. From the time of the delivery of this application form by the Applicant/the Contractor 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 Customer Contract is signed. If the Applicant or the Contractor 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 Contractor within such 7 days, and has not made any payment in accordance</p>

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with the quotation of the Relevant Equipment/Works and the relevant contractual documents signed by the Customer (collectively the “Quotation”), this application form and the Customer Contract shall automatically become null and void without any compensation.

3. If the Applicant has not yet joined the “Partnership Offer” Promotion Scheme, the application documents for such scheme shall also be submitted by the Contractor with this application. If the Applicant’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 Contractor to the Applicant for the “Kitchen Equipment Rental & Purchase” Scheme shall be deemed as if issued to Towngas. The equipment set out in the Quotation shall not include water, electricity, plaster and fire safety works.
 - (b) The Contractor shall assume full responsibility on its own to the Applicant for the quality and the suitability for the specific purpose of the Relevant Equipment/Works set out in the Quotation. Also, the Contractor agrees to provide the Applicant 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 Contractor 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 Applicant to the Contractor. Other than the payment obligations set out above, Towngas shall have no legal liability of any kind whatsoever to the Applicant and the Contractor.
 - (d) Upon the first payment of any part of the amount payable by Towngas to the Contractor, the Applicant agrees that the property in all Relevant Equipment/Works covered by the Quotation shall pass directly from the Contractor to Towngas. The Applicant also agrees to continue to be jointly liable with the Contractor and effect appropriate insurance cover for all relevant risks and losses of the Relevant Equipment/Works, until Towngas confirms that the Contractor has completed all its obligations under the Quotation.
 - (e) After the Contractor has supplied and completed the Relevant Equipment/Works, the Applicant shall ensure that the Contractor shall submit to Towngas a declaration of completion (with the Applicant’s confirmation by its signature). The Applicant also agrees to pay the Contractor any balance that remains payable by the Applicant after an on-site checking of the Relevant Equipment/Works has been conducted by Towngas.
 - (f) If, for any reason whatsoever, the Contractor fails to supply and complete the Relevant Equipment/ Works within 120 days after the signing of the Customer Contract, or the Applicant 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 claiming compensation against the Applicant for any amount paid to the Contractor.
 - (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.

Personal Data Collection Statement

The personal data and other related information provided by you in this application will be used by Towngas and the Contractor for the purpose of processing your application and (upon the acceptance of your application) for future operation. You may decide whether to provide such personal data and other related information in this application. However, if you do not provide adequate and accurate data, we may not be able to process your application.

If necessary, the personal data and other related information provided by you may be provided to other departments or third-party agencies authorized by Towngas for the purpose of verification or other purposes in relation to the scheme.

To request a full copy of the Privacy Policy Statement, for enquiry, for data access and correction of personal data, please refer to the website: <https://www.towngas.com/tc/Info/Privacy/> email us at webmaster@towngas.com / call us at 2880 6988 / write to The Hong Kong and China Gas Company Limited at 13/F, 363 Java Road, North Point, Hong Kong for the attention of our Data Protection Officer.

Declaration and Signature of Applicant

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. I/We, the Applicant confirm that we have read the “Personal Data Collection Statement” above.

Name of Applicant	Signature and Company Chop
Position	Date

Contact Number: 2963 3300

Email Address: cimsd_scheme@towngas.com