

## Terms and Conditions - Nineteen02 Restaurant

These General Terms and Conditions ("Terms") govern the relationship between Nineteen02 Restaurant ("we," "us," "our") and our customers ("you," "Customer") for all services, including but not limited to online orders, reservations, and gift voucher purchases.

### 1. Definitions

- **Offer:** The range of products and services, including meals, beverages, and related items, offered by Nineteen02 Restaurant.
- **Order:** A request placed by you for products or services from our Offer, whether through our online ordering system, by phone, or in person.
- **Customer:** Any natural person or legal entity placing an Order or making a reservation with Nineteen02 Restaurant.
- **Agreement:** A binding contract between you and Nineteen02 Restaurant regarding an Order, reservation, or the purchase of a gift voucher.
- **Platform:** Our official website, mobile applications, or any other online system provided by Nineteen02 Restaurant through which our services are made available.
- **Restaurant Information:** Details about Nineteen02 Restaurant, including contact information, product range, prices (including VAT), and operating hours.
- **Service:** The commercial activities and services offered by Nineteen02 Restaurant to the Customer, including the preparation and sale of food and beverages, facilitation of reservations, and processing of online orders.
- **Voucher:** A pre-paid certificate or digital code purchased from Nineteen02 Restaurant, redeemable for goods or services at our establishment.

### 2. Identity of Nineteen02 Restaurant

**Nineteen02 Restaurant**, Pjazza 1902, Triq Dun G. Farrugia, Pembroke PBK 1170

VAT No.: MT27854437 EXO:5634

Email: [info@nineteen02.mt](mailto:info@nineteen02.mt)

Telephone: +356 2704 6283

### 3. Applicability

These Terms apply to all Offers, Orders, reservations, and Agreements made with Nineteen02 Restaurant. By placing an Order, making a reservation, or purchasing a

Voucher, you agree to be bound by these Terms. We reserve the right to amend these Terms at any time, with updated versions published on our Platform.

#### **4. The Offer & Pricing**

- All prices displayed on our Platform or menu are in EUR and include 18% VAT, unless otherwise stated.
- Actual items served may vary slightly from photos shown on our website or promotional materials.
- Menu items and their availability are subject to change without prior notice, depending on ingredient availability and seasonality.
- We reserve the right to correct any errors in pricing or descriptions. In such cases, we will notify you and offer the option to proceed with the corrected Order or cancel it.

#### **5. Allergens and Intolerances**

Our chefs take utmost care and implement necessary precautions to prevent cross-contamination of allergens during food preparation. However, please be aware that there is always a minimal risk of cross-contamination, as our facilities handle products such as milk, eggs, gluten, molluscs, crustaceans, mustard, peanuts, other tree nuts, sesame seeds, celery, sulphur dioxide and sulphites, fish, lupin, and soya.

While we maintain strict cross-contamination policies, we cannot guarantee a total absence of these products in our items. **Customers with food allergies or intolerances must be aware of this minimal risk and are strongly advised to inform our staff directly about any dietary requirements or allergies before placing an Order or making a reservation.**

#### **6. Agreement & Orders In-Person**

- You are responsible for providing correct and complete contact and address information when placing an Order or making a reservation. Any inaccuracies must be reported to us immediately.
- For online orders, you must be available by telephone or email (as indicated when placing the Order) for both us and any delivery service we may use, to facilitate communication regarding your Order status.
- If you opt for delivery, you must be present at the specified delivery address to receive your Order. Delivery costs, if applicable, will be clearly stated on our Platform.

## **7. Orders Placed via Third-Party Platforms**

- For Orders placed through external third-party delivery platforms (e.g., Bolt Food, Wolt), please note that the terms and conditions of that specific platform will primarily govern the ordering, payment, and delivery process.
- Nineteen02 Restaurant's responsibility for such orders is limited to the accurate preparation of the food items as ordered. Any issues related to the ordering interface, payment processing, delivery, or customer service for these orders should be directed to the respective third-party platform.

## **8. Reservations**

- All reservations are subject to availability.
- We recommend arriving on time for your reservation. We reserve the right to release tables if customers are significantly late without prior notification.
- Specific table requests are noted but cannot be guaranteed.

## **9. Gift Vouchers**

- Vouchers have no cash value and are non-refundable.
- Vouchers cannot be exchanged for cash.
- Vouchers must be presented at the time of redemption.
- Lost or stolen vouchers cannot be replaced.
- Vouchers may have an expiry date, which will be clearly stated on the voucher.

## **10. Returns Policy (Online Orders/Takeaway)**

- Orders should be checked carefully by you or your representative upon collection or delivery.
- If a product is not as expected, or if there is an issue with your Order, you must contact us immediately on [Insert Phone Number] or [Insert Alternate Phone Number, if any] upon receipt. We will assess the situation and determine the appropriate resolution, which may include a replacement or credit.

## **11. Cancellation Policy**

### **11.1. Online Orders / Takeaway:**

- Cancellations for online orders must be made at least 60 minutes (1 hour) prior to the scheduled collection or delivery time to avoid charges.

- Cancellations must be confirmed by our team via email or phone call to be valid.
- No refund will be applicable for last-minute order cancellations (i.e., within the specified timeframe).

#### **11.2. Reservations:**

- For table reservations, we kindly request that any cancellations or changes be communicated in advance. This allows us to offer the table to other guests.
- For large group bookings or special events, specific cancellation terms may apply and will be communicated at the time of booking.

#### **12. Limitation of Liability**

Nineteen02 Restaurant shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use of our services or Platform. Our total liability for any claim arising under these Terms shall not exceed the amount paid by you for the specific Order or service in question.

#### **13. Governing Law and Jurisdiction**

These Terms and any Agreements between you and Nineteen02 Restaurant shall be governed by and construed in accordance with the laws of Malta. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Malta.

#### **14. Privacy Policy**

Your privacy is important to us. Please refer to our separate Privacy Policy, available on our website at [Insert Link to Privacy Policy], for information on how we collect, use, and protect your personal data.