

General Terms and Conditions – Fiaschetta “Pistoia” West Village

Version: October 2025

Location: 114 Christopher St. - New York, NY - 10014

These General Terms and Conditions (“Terms”) apply to all services provided by Fiaschetta “Pistoia” West Village, located at 114 Christopher Street, New York, NY 10014 (hereinafter referred to as the “Restaurant”).

By making a reservation, placing an order, entering the premises, or otherwise making use of the Restaurant’s services, each customer (the “**Guest**”) acknowledges that these Terms apply and agrees to be bound by them in full.

The Restaurant holds all required hospitality, food-service, and liquor licenses under New York law and operates in accordance with applicable health, safety, and employment regulations.

A separate **Privacy Statement**, available on the Restaurant’s website, governs the collection and processing of personal data.

Photographs or recordings taken within the Restaurant will only be used or published with the **prior explicit consent** of the person concerned.

Section 1 – Scope and Applicability

1.1 These Terms govern all reservations, purchases, and use of services provided by the Restaurant, including dining, bar, takeout, and private events.

1.2 By making a reservation, placing an order (in person, by phone, or online), or otherwise visiting or using the Restaurant's premises or services, each customer ("**Guest**") agrees to be bound by these Terms.

1.3 These Terms also apply to any related transactions, such as deposits, vouchers, or catering orders, unless a specific written agreement provides otherwise.

1.4 The Restaurant may amend these Terms from time to time. The version in force at the time of reservation or service provision shall apply. Any significant changes will be posted on the Restaurant's website or displayed at the premises.

1.5 These Terms shall be interpreted and enforced in accordance with the laws of the **State of New York**. Mandatory consumer rights under applicable law remain unaffected.

Section 2 – Reservations, Deposits, and Cancellations

2.1 Reservations

The Restaurant accepts reservations by phone, email, or through authorized online platforms. A reservation is confirmed only after the Restaurant issues written or electronic confirmation. The Restaurant reserves the right to refuse or cancel a reservation in cases of force majeure, safety concerns, or operational necessity.

2.2 Deposits and Prepayments

For certain reservations — including but not limited to group bookings, events, or peak dining periods — the Restaurant may require a deposit or full prepayment. The amount

and due date will be specified at the time of booking. Deposits are applied to the final bill unless otherwise stated.

2.3 Cancellation by the Guest

Cancellations must be communicated to the Restaurant within the deadline specified in the reservation confirmation. If no deadline is indicated, cancellations made less than 24 hours before the reserved time may result in the forfeiture of the deposit or the application of a reasonable no-show fee.

2.4 No-Shows and Late Arrivals

A “no-show” occurs when a Guest fails to appear within **15 minutes** after the reserved time without prior notice. The Restaurant reserves the right to release the table and charge any applicable no-show fee.

2.5 Cancellation by the Restaurant

In exceptional cases (including staff illness, technical failure, or force majeure), the Restaurant may cancel a confirmed reservation. Any deposit paid will be refunded in full, which constitutes full settlement of any resulting claims.

Section 3 – Prices, Payments, and Service Charges

3.1 Prices

All prices are quoted in U.S. dollars (USD) and are inclusive of applicable sales taxes unless otherwise stated. Prices may change without prior notice; however, the price confirmed at the time of reservation or order will apply.

3.2 Payment Methods

The Restaurant accepts major credit cards, debit cards, and cash. For large groups or events, payment by bank transfer may be accepted upon prior arrangement. Payment is due immediately upon receipt of the final bill unless alternative terms are agreed in writing.

3.3 Service Charges and Gratuities

The Restaurant may apply a service charge in certain circumstances, such as for larger groups, private events, or special services. Any such charge will be clearly indicated on the menu or the final bill. Guests are always free to provide additional gratuities at their own discretion.

3.4 Errors and Omissions

The Restaurant makes reasonable efforts to ensure accuracy in all pricing and billing. In the event of an obvious error (including typographical or system errors), the Restaurant reserves the right to correct the mistake and issue a revised bill.

3.5 Outstanding Balances

Unpaid balances are subject to interest at the statutory rate under New York law. The Restaurant reserves the right to recover collection costs and reasonable attorneys' fees incurred in enforcing payment.

Section 4 – Conduct, House Rules, and Safety

4.1 Guest Conduct

Guests are expected to behave respectfully toward staff, other patrons, and the property of the Restaurant. The Restaurant reserves the right to refuse service, remove, or deny entry to any Guest whose behavior is disruptive, abusive, unsafe, or otherwise inappropriate.

4.2 Alcohol Service

Alcoholic beverages are served only to individuals who are at least twenty-one (21) years of age and can present valid government-issued identification upon request. The Restaurant reserves the right to refuse alcohol service to any Guest at its discretion, in compliance with applicable law.

4.3 Safety and Hygiene

For health and safety reasons, the Restaurant may implement specific rules or restrictions regarding dress code, hygiene, and conduct on the premises. Guests must follow the reasonable instructions of staff to ensure a safe dining environment.

4.4 Personal Belongings

Guests are responsible for their personal property. The Restaurant accepts no liability for loss, theft, or damage to personal items brought onto the premises, except in cases of gross negligence or willful misconduct by the Restaurant or its employees.

4.5 Pets and Service Animals

Pets are not permitted on the premises unless explicitly allowed by the Restaurant. Service animals, as defined by applicable law, are welcome in accordance with the Americans with Disabilities Act (ADA).

Section 5 – Liability and Disclaimers

5.1 Limitation of Liability

To the fullest extent permitted by law, the Restaurant shall not be liable for any indirect, incidental, or consequential damages, including loss of profit, data, or enjoyment, arising out of or in connection with any visit, reservation, or use of its services.

5.2 Food Allergies and Dietary Restrictions

While the Restaurant takes reasonable precautions to accommodate dietary needs and prevent cross-contamination, it cannot guarantee that any dish is entirely free of allergens. Guests are responsible for informing the staff of any allergies or dietary restrictions before ordering.

5.3 Force Majeure

The Restaurant shall not be responsible for any failure or delay in performing its obligations caused by circumstances beyond its reasonable control, including but not limited to natural disasters, power failures, strikes, pandemics, or government actions.

5.4 Statutory Rights

Nothing in these Terms shall exclude or limit any rights or remedies available to consumers under applicable New York or federal law that cannot lawfully be excluded by contract.

5.5 Maximum Liability

In any event, the Restaurant's total liability for any claim arising out of or relating to the provision of its services shall not exceed the total amount paid by the Guest for the relevant service.

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5.3 Third-Party Services and Delivery Platforms

The Restaurant may partner with independent third-party service providers for reservations, delivery, or online payments. Such services are governed by the third party's own terms and privacy policies. The Restaurant is not responsible for errors, delays, data processing, or conduct by any third-party platform, delivery driver, or payment processor. Any issues with third-party transactions must be resolved directly with the relevant provider.

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Section 6 – Photography, Media, and Intellectual Property

6.1 Guest Photography and Media Use

Guests are welcome to take personal photographs or videos during their visit, provided this does not disturb other patrons or staff. The use of professional equipment, flash photography, or any recording intended for commercial or promotional purposes requires prior written consent from the Restaurant.

6.2 Photography by the Restaurant

The Restaurant may occasionally take photographs or videos of its premises and events for marketing or archival purposes. Any identifiable images of Guests will only be taken and used **with their separate and explicit consent**, obtained at the time of recording.

6.3 Intellectual Property Rights

All materials displayed on or associated with the Restaurant, including but not limited to menus, logos, designs, photographs, artwork, and website content, are protected by copyright, trademark, and other intellectual property laws. Such materials may not be reproduced, distributed, or used for any commercial purpose without the prior written consent of the Restaurant.

6.4 Guest-Generated Content

By voluntarily sharing content (such as photos, reviews, or social media posts) that tag or reference the Restaurant, Guests grant the Restaurant a non-exclusive, royalty-free right to repost or share such content for promotional purposes, unless the Guest expressly requests otherwise in writing.

Section 7 – Complaints, Dispute Resolution, and Governing Law

7.1 Complaints and Feedback

The Restaurant encourages Guests to report any issue or dissatisfaction directly to management during their visit, so that it may be addressed promptly and amicably. Complaints submitted after the fact should be made in writing.

7.2 Informal Resolution

The Restaurant will make reasonable efforts to resolve disputes informally and in good faith before any formal proceedings are initiated.

7.3 Governing Law

These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of the **State of New York**, without regard to conflict of law principles.

7.4 Venue and Jurisdiction

The state and federal courts located in the **County of New York** shall have exclusive jurisdiction over any dispute arising under these Terms. Each party irrevocably submits to the jurisdiction of those courts.

Section 8 – Final Provisions

8.1 Amendments

The Restaurant reserves the right to amend or update these Terms at any time. The most recent version will always be available on the Restaurant's website and at the premises. Material changes will apply only to reservations or transactions made after the updated Terms take effect.

8.2 Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid one that most closely reflects the original intent.

8.3 No Waiver

Failure by the Restaurant to enforce any provision of these Terms shall not constitute a waiver of that or any other provision, nor of any subsequent breach.

8.4 Entire Agreement

These Terms constitute the entire agreement between the Restaurant and the Guest concerning the subject matter herein and supersede all prior representations, communications, or agreements, whether oral or written.

8.5 Notices

Any formal notice or communication required under these Terms shall be made in writing and delivered to the Restaurant at its principal place of business or via the email address specified on its website.

8.6 Language

These Terms are drafted in the English language, which shall prevail in the event of any translation or interpretative dispute.