

GENERAL TERMS AND CONDITIONS OF SALE

1 Introduction

1.1 These general terms and conditions of sale apply to customers (natural or legal persons) who make purchases via the <https://atmosfera.atm.it/> website;

The Customer fully accepts and undertakes to comply with ATM's general terms and conditions of sale;

2 Definitions

2.1 The Vendor is **Azienda Trasporti Milanesi S.p.A.**, with registered office in Milan (Italy) 20121, Foro Buonaparte 61, telephone number + 39 02 4803 11, enrolled in the Register of Companies of MILAN MI - 1573142 and fiscal code 97230720159, VAT number 12883390150, hereinafter for brevity referred to as “**ATM**”;

2.2 The Customer is the natural or legal person who interacts with the e-commerce platform and concludes the purchase of the service sold online;

2.3 Parties means the Vendor and the Customer;

2.4 Website means the website <https://atmosfera.atm.it/>, managed by ATM, through which the online purchase is finalised.

3 General Provisions

3.1 These General Terms and Conditions of Online Sale govern the business relations between the Parties.

3.2 The Customer is aware that the General Terms and Conditions of Sale that are published on the Website may vary.

4 Pre-purchase information to Customers

4.1 The pre-contractual information for Customers is provided on the pages of the website and is provided before the Customer is bound by any online distance purchase and can always be consulted by clicking on the link “Conditions of Sale” in the website.

5 Subject

5.1 These General Terms and Conditions of Sale govern the offer, submission and acceptance of purchase orders for goods and services on the Website.

6 Booking

6.1 To be made exclusively via the Website. It is possible to book an even number of seats up to a total of 8 (which corresponds to the maximum number of persons accepted that can be booked by the same customer); only for last minute bookings (7 days to 74 hours before the date of the meal) it is possible to book an odd number of seats.

7 Conditions

7.1 ATM reserves the right to cancel the service for technical and commercial reasons, always giving prior notice.

This does not apply to cases of force majeure:

- inability of vehicles, breakdowns, vandalism;
- impediment to work;
- strikes and other actions carried out by workers' organisations and trade unions;
- natural events.

In the event of cancellation for the above-mentioned reasons, you will only be notified by e-mail and/or telephone to the contact details provided during the booking process, and you will have the option of using the amount already paid to book another date or obtaining a refund.

7.2 ATM shall not be liable for reimbursement for vehicle stoppage due to hindrances on the route. The Customer shall not be entitled to claim any compensation, interest or damages for direct or indirect losses resulting from the non-performance or partial performance of services.

7.3 ATM reserves the right, at its sole discretion, to discontinue the service, without giving any refund, reimbursement, or compensation for damages, if the conduct of the Customer or his guests during the provision of the service does not allow for safe provision;

This is without prejudice to ATM's right to compensation for damages, which can be enforced in any court.

7.4 It is recommended to arrive at least 15 minutes before the service time. In the event of a delay, the restaurant tram will still depart at the scheduled time and it will not be possible to move the reservation to another date or request a refund.

There is no compensation or reimbursement for any delays of the Restaurant tram due to traffic problems.

8 Prohibition of smoking in the vehicle and consumption of alcoholic beverages not provided by the on-board staff

8.1 Smoking is strictly forbidden in the vehicle for the entire journey, as is the consumption of alcoholic beverages not administered by the on-board staff.

8.2 Therefore, the Customer undertakes to comply and to ensure that bystanders, authorised by the same to board the vehicle, and for the entire journey, comply with the aforementioned prohibition; in the event of failure to comply with this prohibition, the Customer hereby undertakes to pay compensation for damages, including those caused to other bystanders, to ATM and/or third persons/things, expressly holding harmless and guaranteeing ATM.

8.3 Without prejudice to the provisions of the second paragraph, in the event of non-compliance with this prohibition, ATM may, at its sole discretion, interrupt the service, without prejudice to any action for damages in its favour.

9 Vehicle accessibility and interior dimensions

9.1 Before purchasing any service via the Website, the measurements and dimensions of the facility's spaces must be taken into account.

They can be found at: <http://www.atm.it/it/AltriServizi/TempoLibero/Pagine/ATMosfera.aspx>

9.2 ATMosfera restaurant trams have architectural barriers from the year 1929. The interior space has been optimised for tables and seats in a fixed position, recommended for persons up to 1.90 m tall. We invite customers to take a look at the measurements of the dining area setup, in particular:

- the height of the table top is approximately 70 cm;

- its structure under top is 22 cm from the seat;
- the space between the back of the seat and the table edge is 33 cm and the seats are 45 cm high;

Therefore, the particular structure is not equipped to accommodate prams, wheelchairs, people with reduced mobility, corpulent or oversized people.

9.3 Since there are no anchorage points or attachment devices, for safety reasons, no open pushchairs or prams can be boarded.

10 Transport of animals

10.1 The transport of animals is not permitted.

11 Changes and cancellations

11.1 Please refer to the webpage:

<http://www.atm.it/AltriServizi/TempoLibero/Pagine/ATMosfera.aspx>

12 Methods of payment and access to trams

12.1 Payment shall be made in advance and at the time of booking via the BNL POSITIVITY AXEPTA system available on credit circuits.

A voucher is issued upon successful payment, which is the only document allowing boarding.

13 Submission to jurisdiction

15.1 These general terms and conditions of sale are governed by Italian law.

15.2 Any dispute concerning these general terms and conditions shall be subject on an exclusive basis to the Court of Milan.