Name adventurer 1 (as in passport):
Date of birth:
Address + country:
Email address:
Phone number:
Nationality:
Passport number:
Driver's license number:
Allergies or dietary requirements:
Emergency contact details:
Sweater/T-shirt size:
Name adventurer 1 (as in passport):
Date of birth:
Address + country:
Email address:
Phone number:
Nationality:
Passport number:
Driver's license number:
Allergies or dietary requirements:
Emergency contact details:
Sweater/T-shirt size:
Manufacturer and type of truck:
License plate:
Chassis number:
Dimensions (lxwxh):
Weight:
Personal wishes/special requests:

# REGIST RATION

NORTH CAPE EXPEDITION 2021



Participation in the Bliss Mobil North Cape Expedition 2021 is only possible when a fully completed confirmation form has been received by Overland Travel BV.

#### **GUIDANCE**

Overland Travel BV is responsible for the organization and supervision of the Bliss Mobil North Cape Expedition 2021.

#### **PAYMENT**

The price of  $\leq$  6.945 is based on two people per truck. This amount can be paid in 2 payment terms.

- Term 1: 50% of the total travel sum including any additional costs for personal wishes (commitment fee non-refundable). Final payment date 4 weeks after registration.
- Term 2: the remaining 50% of the total travel sum must be paid 1 month before departure.

# **CONFIRMATION OF PARTICIPATION**

Every adventurer who signs this agreement hereby confirms that he / she is participating in the Bliss Mobil North Cape Expedition 2021 from 19-02-2021 until 07-03-2021.

Hereby I, adventurer I, confirm my participation in the Bliss Mobil North Cape Expedition 2021. My participation in the expedition is entirely voluntary. I am familiar with all of the terms and conditions and hereby agree. I also certify that I have filled in this form truthfully and completely to the best of my knowledge.

Name:		
Date:		
Place signed:		
Signature:		

Hereby I, adventurer 2, confirm my participation in the Bliss Mobil North Cape Expedition 2021. My participation in the expedition is entirely voluntary. I am familiar with all of the terms and conditions and hereby agree. I also certify that I have filled in this form truthfully and completely to the best of my knowledge.

and hereby agree. I also certify that I have filled in this form truthfully and completely to the best of my knowledge.
Name:
Date:
Place signed:
Signature:

# REGIST RATION

NORTH CAPE EXPEDITION 2021



# GENERAL TERMS AND CONDITIONS OF TRAVEL

Overland Travel BV having its legal seat and holding its offices in (8162 GL) Epe, the Netherlands, at Duisterestraat 7, registered in the Trade Register of the Chamber of Commerce under number 68747225, VAT-number NL857573986B01. Phone: +31 (0) 578700277.

#### **DEFINITIONS AND APPLICABILITY**

#### Article 1.

1. In these General Terms and Conditions of Travel the following terms will be understood as the following meanings

- :- Overland Travel: limited liability company under the laws of the Netherlands: Overland Travel BV.
- The participant: the counterparty of Overland Travel who wishes to make use of the travel trips offered by Overland Travel.
- The travel agreement: the agreement whereby Overland Travel commits towards the participant to the provision of a trip organised in advance by it, that includes an overnight stay or a period of more than 24 hours, as well as at least two of the following services:
- A. transport
- B. stay
- C. another touristic service, not related with transport or stay, that forms a significant part of the trip.
- Working days: the days Monday to Friday, except for public holidays.
- Office hours: Monday to Friday from 09.00 17.30 hours, except for public holidays.
- These General Terms and Conditions of Travel are applicable to all travel agreements between Overland Travel and a participant.

#### **CONCLUSION AND CONTENT AGREEMENT**

#### Article 2.

- 1. The agreement is concluded by acceptation by the participant of the offer of Overland Travel. After conclusion of the travel agreement, the participant receives as soon as possible, a confirmation hereof in writing or along electronic means, possibly in the form of an invoice.
- 2. The offer of Overland Travel is non-binding and can, if necessary, be recalled, unless it contains a term for acceptation. Recall by Overland Travel, because of correction of errors in the calculation of the travel sum or other errors, is permitted.
- 3. Obvious errors and obvious mistakes do not bind Overland Travel. Such errors and mistakes are errors and mistakes that from the perspective of the average participant on the first sight are or should be recognisable as such.
- 4.Overland Travel has the right to cancel the agreement with immediate effect, if the number of participations is smaller than the required minimum number for the concerned trip. Overland Travel states the requirement minimum number of participations clearly in the publication. The cancellation by Overland Travel, must take place no later than 28 days before the start of the trip. The articles 10 and 14 are not applicable.

# INFORMATION DUTY PARTICIPANT

#### Article 3.

- 1. The participant provides Overland Travel before or no later than after the agreement with all data concerning himself and the participants registered by him that can be of importance for the conclusion or the execution of the agreement. Thereto belong in each case a valid ID document and, if available, the number of his mobile phone and email address.
- 2. Also, the participant states special matters concerning the capacity or the composition of the group of participants registered by him that can be of importance for the good execution of the trip by Overland Travel. If he comes short in this information duty, and this has the consequence that this participant(s) is (will be) excluded by Overland Travel from (further) participation in the trip in accordance with the stipulations in article 15 section 2, then the costs referred to in that article will be to him into account brought.

#### REGISTRANT

# Article 4.

- 1. The person that concludes an agreement on behalf of or for the benefit of another person (the registrant), is jointly and severally liable for all obligations that derive from the agreement.
- 2. All exchange (also the payment exchange) between the participant(s) on the one hand and Overland Travel on the other hand runs solely via the registrant.

# **PAYMENT**

# Article 5.

- 1.At the conclusion of the agreement, a down payment of 25% of the total agreed travel sum must be paid. The participant receives, after conclusion of the agreement, but no later than 100 days before the start of the trip, an invoice for the remainder of travel sum.
- 2. The remainder of the travel sum must have been paid no later than 100 days before departure, in full.
- 3. If the agreement is concluded within 100 days before the day of departure, then the entire travel sum must be paid in one go at the conclusion of the agreement.
- 4. Upon non-timely payment, the participant is in default by law. He will be informed at that by or on behalf of Overland Travel in writing, and has then after all the possibility to pay the due amount within seven working days. If payment also then remains absent, the agreement will be deemed to have been cancelled on the day of default. Overland Travel has the right to bring the applicable cancellation costs for it, into account. In that case, the stipulations of article 9 are applicable and the monies already paid, will be settled with the cancellation costs.
- 5. The travel sum is based on the prices, taxes, etc. known at the time of the bookings. In case of increase of one or more of these posts, Overland Travel has the right to increase the travel sum unilaterally, to which travel sum the participant will be bound.



#### **TRAVEL SUM**

# Article 6.

- 1. The published travel sum applies per person and is exclusive of fuel costs, insurance, maintenance and repairs, unless otherwise stated. In the travel sum the services and facilities stated in the publication are included, whether or not specified in various cost elements, inclusive of the inevitable additional costs known on the moment of publication, that the participant must pay for the offered services. Under inevitable additional costs will be understood costs that are connected inseparably to the offered service. Thereunder the costs of additional services that will be provided upon request of the participant by Overland Travel or by third parties do not fall, such as insurance premiums, as well as costs that are levied when booking per travel ensemble, and vary depending on the size of the travel ensemble, and reservation costs that can differ per sales channel.
- 2. The published travel sum is based on the prices, exchange rates, levies and taxes, such as these were known to Overland Travel at the time of sending for printing of the publication.
- 3. As long as not the entire travel sum has been paid, Overland Travel has the right to increase the travel sum up to 20 days before the day of departure (in case of trips with own travel before the arrival date of the firstly booked stay), in connection with changes in the transport costs (including fuel costs), the due taxes, levies and the applicable exchange rates. Overland Travel shall there by state, in which manner the increase has been calculated.
- 4. In deviation of the stipulations in section 3, Overland Travel shall, after timely payment of the entire travel sum from six weeks before the day of departure (in case of trips with own travel before the arrival date of the firstly booked stay) not change the travel sum.
- 5. In deviation of the stipulations in the previous section and solely in case of unforeseeable increases of due taxes or levies, or extreme increase of the transport costs, Overland Travel can increase the travel sum up to 20 days before the day of departure.
- 6. The participant has the right to reject an increase of the travel sum as referred to the previous sections. He must at the peril of forfeit make use of this right within three working days after receipt of the notification of the increase.
- 7. If the participant rejects the increase of the travel sum, then Overland Travel has the right to cancel the agreement. It must at the peril of forfeit make use of this right within seven working days after receipt by the participant of the notification about the increase. Then, the participant has a right to waiver or immediate restitution of already paid monies. The articles 10, 11 and 14 are not applicable.

#### **REQUIRED DOCUMENTS**

# Article 7.

- 1.To be able to take part in the trip, the participant must be in the possession of a valid passport/ID document, drivers' license, insurance papers and a valid registration paper of the participating vehicle. Whether or not added to with specific documents stated in the travel information.
- 2. If the participant cannot (entirely) make the trip because of the absence of any (valid) document, then such with all related consequences will be for his account, unless Overland Travel has promised to arrange for that document and the absence thereof can be imputed to it.
- 3. The participant is responsible for having with him the required documents, such as a passport meeting all validity requirements, or, where permitted, an identity card and the possibly required visa, proofs of inoculations and vaccinations, drivers' license and green card.

# TRAVEL DOCUMENTS

# Article 8.

- 1.Overland Travel shall bring the required travel documents no later than 10 days for the day of departure (in case of trips with own travel before the arrival date of the firstly booked stay) in the possession of the participant, unless this reasonably cannot be required from Overland Travel.
- 2. If the participant no later than 5 working days for departure still has received no travel documents, then he reports this without delay to Overland Travel.
- 3. In case a trip will be booked within 10 days before the day of departure (in case of trips with own travel before the date of the first booking), Overland Travel will state when and in which manner the required travel documents will be brought in the possession of the participant
- 4. If the participant has not received these accordingly, then he will report this without delay to Overland Travel.

# CANCELLATION

# Article 9.

If the participant cancels the travel agreement, then the participant is, in addition to possible reservation costs, also liable to pay the following cancellation costs:

- In case of cancellation up to 120 days before the start of the trip 50% of the total travel sum;
- In case of cancellation from 120 days before the start of the trip, the total travel sum.

# **CANCELLATION BY OVERLAND TRAVEL**

#### Article 10.

- 1. Overland Travel has the right to cancel the agreement because of heavy weighing circumstances.
- 2. Under heavy weighing circumstances will be understood: circumstances that are of such a nature, that further commitment of Overland Travel to the agreement cannot be required in reasonableness.
- 3. If the cause of the cancellation can be imputed to the participant, then the damage deriving here from will be for the account of the participant.
- 4. If the cause of the cancellation can be imputed to Overland Travel, then the damage deriving here from will be for the account of Overland Travel. Whether such is the case, will be established based on article 14.
- 5. If the cause of the cancellation can be imputed neither to the participant nor to Overland Travel, parties shall each bear their own damage.



# **CHANGING BY OVERLAND TRAVEL**

# Article 11.

- 1. Overland Travel has the right to change the agreed services because of heavy weighing circumstances. This it will communicate within 72 hours (3 working days) to the participant, after Overland Travel has been notified of the change. From 10 days before departure, it will communicate this within 24 hours (1 working day).
- 2. Under heavy weighing circumstances will be understood circumstances that are of such a nature, that further commitment of Overland Travel to the agreement cannot be required in reasonableness.

# CHANGE OF THE PROGRAMME/FORCE MAJEURE

### Article 12.

Overland Travel reserves the right to change or to cancel the program in case of Force Majeure, including weather influences, logistic circumstances, or (government) authorities require so, such without that Overland Travel can be held to any compensation of the damage. Under Force Majeure will be understood each shortcoming which cannot be imputed to Overland Travel, because it is not imputable to a fault of Overland Travel, and neither on the basis of law, legal act or opinions in society come for the account of Overland Travel. Force Majeure does not suspend the payment obligation of the participant.

### **EXCLUSIONS AND LIMITATION LIABILITY**

# Article 13.

- 1. In case on a service included in the trip, a treaty is applicable that grants or permits an exclusion or limitation of liability to the service provider, then the liability of Overland Travel shall accordingly be excluded or limited.
- 2. Overland Travel is not liable if and insofar the participant has been able to recover his damage based on an insurance, such as for instance a trip- and/or cancellation costs insurance.
- Overland Travel is not liable for damage to the vehicle or equipment or damage that will be caused by the participant to a third
  party.
- 4. The exclusions and/or limitations of the liability of Overland recorded in this article Travel also apply for the benefit of employees of Overland Travel and involved service providers, as well as their personnel.
- 5. The participant is obliged to sign the liability and waiver documents at the start of the trip.
- 6. Overland Travel is not liable for damage caused by erroneous use of the route books provided by the guides.

#### LIABILITY AND FORCE MAJEURE

# Article 14.

- 1. Overland Travel is obliged to execution of the agreement in accordance with the expectations that the participant reasonably could have based on the agreement.
- 2. If the trip does not run in accordance with the expectations referred to in section 1, then the participant is obliged to give notification thereof as soon as possible.
- 3. If the trip does not run in accordance with the expectations referred to in section 1, then Overland Travel is obliged to compensate the possible damage of the participant, unless the shortcoming in the compliance is not imputable to Overland Travel or to the person of whose help it makes use in the execution of the agreement, because:
- A. The shortcoming in the execution of the agreement is imputable to theparticipant; or
- B. The shortcoming in the execution of the agreement could not be foreseen or could not be relieved and is imputable to a third party that is not involved in the delivery of the services included in the trip; or
- C. The shortcoming in the execution of the agreement is imputable to an event that Overland Travel or the person of whose help it makes use in the execution of the agreement, could not foresee or amend observing all possible care; orD. The shortcoming in the execution of the agreement is imputable to Force Majeure.
- 4.Under Force Majeure will be understood abnormal and unforeseeable circumstances that are independent of the will of the person that males a claim thereon and of which the consequences despite all precautionary measures could not be avoided.

# **OBLIGATIONS OF THE PARTICIPANT**

#### Article 15.

- 1.The participant(s) is/are obliged to compliance with all directions of Overland Travel for the furthering of a good execution of the trip and is/are liable for damage caused by his/their unpermitted behaviour, to be assessed on the standard of the behaviour of a correct participant.
- 2. The participant that causes or can cause such a hinder or bother, that a good execution of a trip will be complicated or can be complicated because of it to a strong degree, can be excluded by Overland Travel from (continuation of) the trip, if it cannot be required of it in reasonableness, that the agreement will be complied with.
- 3. All costs deriving costs there from will be for the account of the participant.
- 4. The participant is obliged to avoid or to limit as much as possible, possible damage.
- 5. Overland Travel is on no manner whatsoever responsible or liable for the consequences of the behaviour of the participant, when the participant does not comply with the traffic rules, or when the participant is behind the wheel on the public road under the influence of drink or drugs so forth.
- 6.The participant is responsible for the conclusion of passing. Overland Travel accepts no liability whatsoever insofar the participant decides by himself to make certain passing.

#### **INTEREST AND COLLECTION COSTS**

# Article 16.

The participant that has not timely complied with a financial obligation towards Overland Travel, is liable to pay the interest by law over the amount still due. Furthermore, all reasonable costs made for acquiring payment out-of-court will be for the account of the participant. The out-of-court costs will be calculated based on what on that moment is customary in the Netherlands' collection practice, currently the calculation method according to Rapport Voorwerk II. If user however has made higher costs for the collection that were reasonably necessary, then the costs actually made will be eligible for compensation. The possible hade in court and execution costs shall also be recovered from the counterparty. The counterparty is also liable to pay interest over the discounterparty costs.

#### **SPONSOR RESTRICTIONS**

# Article 17.

- 1. Both the front doors, the front window and the back window of the vehicle must be kept free for expressions of Overland Travel.
- 2. The partners of the following entities, cannot be approached in connection with organizational interests by the participants: KNVB, UEFA, FIFA, NOC\*NSF, IOC all car manufacturers and telephone enterprises.
- 3. Overland Travel reserves the right to refuse without discussion a certain sponsor or expressions of sponsors, and to have these let be removed.

# APPLICABLE LAW/COMPETENT COURT

# Article 18.

- 1.The Laws of the Netherlands are applicable to the agreements that have been concluded, changed or added to, based on these General Terms and Conditions of Travel.
- 2. Solely the courts of the Netherlands are competent to take knowledge of disputes concerning the travel agreement.
- 3.All claims will be forfeit one year after the end of the trip (or, if the trip has not taken place, one year after the original departure date).
- 4. All possible disputes shall be submitted to the competent court in Zwolle, the Netherlands.

