



## DREAM OVERLAND

# General Terms & Conditions 2018



This document, together with the website and the information provided during the contacts with the customers, describes the terms and conditions of the services provided by Dream Overland.

## Who we are

Dream Overland is the trading name of a company registered in Portugal under the name of José Manuel Pires de Almeida, with fiscal number PT 196 590 620. The registered address is Rua do Cruzeiro, nº2 – 6300-040 Avelãs de Ambom in Portugal.

We are a registered Tour Operator (RNAAT 599/2014) with the Portuguese Tourism Authority, as required by the Portuguese laws applicable to the organisation of adventure and off-road trips.

## How we operate

At Dream Overland we operate by the Portuguese laws and regulations and we follow a strict Code of Conduct, in accordance with the requirements of the Portuguese Institute of Nature Conservation and Forests and the international best practices. Participants in the events organised by Dream Overland must follow the applicable laws and our Code of Conduct as well as the instructions given by the organisation. Dream Overland may exclude people who don't agree to abide by these rules and will decline any responsibility for their improper conduct.

## Safety

Dream Overland is committed to ensure the safety of people participating in its events, within the applicable obligations and laws in place. In the case of an accident during an event caused by negligent behaviour, bad practices or errors from the participants, Dream Overland will not be held responsible or accountable.

The insurance policies and legal permits required by the Portuguese authorities to carry out the events are only valid for the days in which these take place. Any incidents occurring outside the scope, the marked route or the dates of the events are the sole responsibility of the customers.

## Information protection and copyright

We make every effort to ensure the information provided to customers through the web and other communication materials is correct and kept up-to-date. Dream Overland reserves the right to change the information relating to its activities without prior notice. The documents, pamphlets, brochures, routes, roadbooks, GPS files and all the information provided to customers related with the events are intellectual property, owned by and copyright of Dream Overland and may not be used, copied, sold, distributed, shared or published without the prior written consent of Dream Overland. Dream Overland declines any liability for the improper or unauthorized use of information or any of its documents or files and may take legal action against those who do so.



## Confidentiality and data protection

Dream Overland respects the identity and privacy of each person and acts in accordance with the applicable laws and the General Data Protection Regulation (GDPR) (EU) 2016/679. Customer data collected by Dream Overland will be handled with the sole purpose of providing the experience to them with the best possible quality of service, process the payment for the events and sending them relevant information about Dream Overland's activities. We will only collect enough data as necessary for the purposes set above and we shall not disclose, distribute or share any information or personal data from our customers to third parties or companies without the customers' prior written consent. If customers do not want their data to be recorded or used by Dream Overland or do not wish to receive messages or promotions, they must inform Dream Overland about it.

Customers may give us information by filling in forms on our site [www.dreamoverland.com](http://www.dreamoverland.com) or by corresponding with us by phone, email or otherwise. This includes information provided when they use our website, subscribe to our newsletter, use social media or enter a survey. The information given to us may include name, address, email, phone number, passport number and other personal data such as medical conditions relevant to Dream Overland's activities and dietary restrictions.

We use cookies on [www.dreamoverland.com](http://www.dreamoverland.com) to enhance the customer experience and provide them with content and products that are relevant and available in the region in which they're currently located. We may use analytics cookies to help us evaluate use of our site (e.g. most popular areas and contents) and improve the functionality of our website but we will not use this information for any other purposes.

We will endeavour our best efforts to keep personal information correct and up-to-date for up to three (3) years for the purposes set above. We will keep customer data in a secure way by taking appropriate technical and organisational measures against its unauthorised or unlawful processing and against its accidental loss, destruction or damage. If forced to, we may have to disclose customer information to comply with any legal obligation or to enforce or apply our website terms and conditions or to protect the rights, property or security of others. This includes exchanging information with the authorities for the purpose of fraud protection.

From time to time we may work with external partners to undertake marketing activities. In this case we will only share the customers information with these partners if we have been given permission from the customers to share this information with them.

Customers may ask us not to process their personal data for marketing purposes. If a customer no longer wishes to receive marketing emails or newsletters from Dream Overland, he/she can unsubscribe by clicking on the relevant link in the footer of the email or alternatively contact us by e-mail at [info@dreamoverland.com](mailto:info@dreamoverland.com).

Any changes made to our privacy policy in the future will be posted on our website.



## Validity and acceptance of proposals

Dream Overland's proposals are valid until the dates indicated therein, when presented to the customers. Beyond this date the prices and other conditions are no longer guaranteed and may be subject to changes. Confirmation of the booking by the clients also presupposes the acceptance of the conditions established in this document and in the other elements provided by Dream Overland.

## Payment terms, refunds and cancellation

Confirmation of the trip must be made using the applicable booking form, accompanied by a deposit of 30% of the total amount due, made by bank transfer to the bank account indicated by Dream Overland. The remaining 70% must be paid two months before the beginning of the event. If the booking is made less than three months before the beginning of the trip, there will be an advance payment of 100% of the value. Trips cancelled by customer's decision less than two months before the event are not refundable. Dream Overland cannot be held responsible for altering, postponing or cancelling trips for reasons beyond their control. If the trips are cancelled for reasons attributable to Dream Overland, it will refund customers in total.

## Off-road driving

The off-road routes comprise a variety of terrains with different levels of difficulty, but always protecting the safety of people and the mechanical integrity of vehicles. Off-road driving has its risks and therefore requires that appropriate driving techniques are followed at all times. The routes will be confirmed as being appropriate at the time of the "recce", but it's accepted that conditions may change due to weather conditions or other factors beyond the control of Dream Overland. If during the events, the planned routes do not present the required safety conditions, Dream Overland will make the corrections deemed necessary and appropriate.

## Customer Responsibilities

Dream Overland customers are required to comply with applicable local laws and regulations and to follow the instructions given by the organisation.

Customers recognize that participating in trips across remote areas away from health and emergency services may pose a risk and therefore they must be in good physical and health condition prior to the trip. The course may be unsuitable and therefore not recommended for those who suffer from back problems, neck problems, heart conditions (or any other similar conditions). It may also be unsuitable for those who are pregnant.

Customers are obliged to inform Dream Overland in advance of any medical condition that may affect them or can restrict/impair their ability to drive, as well as medicines they might need, so that their participation can be assessed and, if so, the risk prevention and mitigation measures defined. Should customers fail to inform us about any medical condition relevant for the events, we decline any responsibility for any incidents or physical consequences that may result from that.



During the events, clients must always maintain an attitude of civility, good citizenship and respect for people and the environment. Customers may withdraw from participating in the events at any time, in which case they must notify us and we'll help them with their safe departure from the trip.

Any child attending an event must be accompanied by a parent or guardian and such parent or guardian agrees to be responsible for the child. Children must be seated in the vehicles in an appropriate child car seat/booster seat for their age and height as required by law, the provision and fitting of which shall be the sole responsibility of the parent/guardian. Children must always be supervised by a parent or guardian whilst on the trips and shall remain the responsibility of their parent or guardian.

Pets participating in the events must always be accompanied by the required veterinary documents and kept safe. The safety of pets remains the sole responsibility of the customers.

Customers are responsible for ensuring their vehicles are maintained in good safety, mechanical and operating conditions and comply with all applicable legal requirements. Dream Overland will decline any liability for any incidents that may occur as a result of mechanical problems, the lack of safety or improper maintenance of the customers' vehicles. Customers will be responsible for the safekeeping of any property they take with them during the events. We take no responsibility for any property left unattended, lost or stolen whilst on the trips.

## **Applicable laws and jurisdiction**

The activity of Dream Overland as a tour operator is governed by the applicable Portuguese laws and regulations. Customers participating in an event organised by Dream Overland accept that any disputes that may arise are subject to the jurisdiction of Portuguese courts of law.

## **Exclusions**

Traffic fines or other penalties incurred by customers because of their improper conduct or any violation of applicable local laws and regulations will be their sole responsibility. Personal and fuel expenses, transport to and from Portugal, ferry tickets, road tolls, fees, food and drinks, hotel incidentals and purchase of products or services not related with the trip or not provided for in Dream Overland's proposal are not included in the price and must be paid directly by the customers.



## Contacts

Dream Overland  
Att. José Almeida  
Rua do Cruzeiro, 2  
6300-040 Avelãs de Ambom, Portugal

Web: [dreamoverland.com](http://dreamoverland.com)  
E-mail: [info@dreamoverland.com](mailto:info@dreamoverland.com)  
Facebook: Dream Overland  
Instagram: [Dream Overland](https://www.instagram.com/DreamOverland)

Telephones:

Portugal: (+351) 917 602 922

UK: (+44) (0) 7511 589 001

## Permits

Registered Tour operator (RNAAT 599/2014) with the Portuguese Tourism Authority.

Special permission for nature related activities inside protected areas under official jurisdiction.

Member of [www.natural.pt](http://www.natural.pt) - Portal of the Institute of Nature Conservation and Forests.

