GENERAL TERMS AND CONDITIONS

Vagamundo GmbH
Murwiesenstr. 49 · 8057 Zurich · Switzerland
+41 (0) 77 923 20 75 · info@vagamundo.com · www.vagamundo.com

1. Scope of Application

These General Terms and Conditions (GTC) apply to all offers made by Vagamundo GmbH as published on its website, www.vagamundo.com, in the relevant downloadable files, or in other information material published by Vagamundo.

In the event of differing or conflicting information, the conditions published on www.vagamundo.com, in the relevant downloadable files, and in other information material published by Vagamundo take precedence over these GTC.

2. Conclusion of Contract

Upon receipt of the booking form, the booking is processed in accordance with the “Booking” section of the website. A contract is concluded when the reservation fee has been received.

The person making a booking on behalf of other participants (family/group booking) is responsible for their contractual obligations—particularly payment of the travel price—in the same way as for their own obligations. The participation conditions and these GTC apply to all participants.

For individually arranged services, a contract is concluded upon payment of the reservation fee, as individually agreed between the customer and Vagamundo.

For offers in Buenos Aires, Vagamundo acts as an intermediary. The provisions and offer details submitted to the customer by Vagamundo following an enquiry apply. Upon acceptance, whether in writing, by telephone or by email, a contract is concluded between the customer and the named Vagamundo partner.

Vagamundo also acts solely as an intermediary for all third-party services provided during a Vagamundo event, such as transport providers, cultural events or national parks. The terms and conditions of the respective third-party providers apply to the customer.

For extensions of a stay (e.g. a bungalow option), Vagamundo acts as an intermediary; the terms of use of the accommodation owner apply. However, Vagamundo accepts responsibility for providing the agreed accommodation or equivalent accommodation, acts as the point of contact, and is liable for payment for the accommodation.

3. Contractual Content

The content of each contract is determined by the relevant offer description on the website and the detailed descriptions provided in PDF format. Where an offer description refers to a detailed description, it is the customer’s responsibility to download it or, if this is not technically possible, to notify Vagamundo.

The following provisions apply in addition to the offer descriptions for various subject areas:

4. Arrival and Departure

Vagamundo does not organise travel to or from the event location. Unless otherwise agreed, Vagamundo’s services begin and end at San Carlos de Bariloche Airport, Argentina, where a Vagamundo staff member will meet customers or take them there (the “meeting point”). At the customer’s request, the bus terminal or city centre of San Carlos de Bariloche, or the town of El Bolsón (Río Negro), may also be agreed as the meeting point. For certain events, the meeting point is El Bolsón.

If a stay is extended, Vagamundo can, at the customer’s request, arrange and pay for the customer’s return bus journey to the meeting point specified above. Otherwise, Vagamundo’s services end on the last day of the arrangement (see Section 2).

The customer is responsible for arriving at the specified or individually agreed meeting point on the day the event begins, or on the individually agreed date, and for informing Vagamundo by email of their exact arrival details (airline, flight number and arrival time) as early as possible.

For exact entry requirements for Argentina, please consult the information on our website under Information/Travel Advice and the travel advice published on the website of the Swiss Federal Department of Foreign Affairs.

To ensure a smooth process, we recommend booking flights through our Swiss partner: Piroska Iczes, Insider Travel, Im Hagenbrünneli 8, CH-8046 Zurich, info@insidertravel.ch, +41 (0) 44 340 24 40.

5. Prices and Scope of Services

The applicable prices are those published in the relevant offer description or provided to the customer in an individual quotation. No additional costs, such as VAT, are charged on top of these prices.

As a rule, the services included during the event comprise all transport, admission fees for events and attractions, meals and accommodation as specified in the offer description. Customers incur no additional costs except for personal purchases or services (such as toiletries, souvenirs and communications).

Exceptions are individually arranged services, extensions of the stay, and offers in Buenos Aires arranged through Vagamundo as an intermediary.

6. Cancellation Conditions

Cancellations or changes must generally be made in writing or by email.

If a customer cancels after booking, the following fees per participant apply as a percentage of the arrangement price:

59–30 days before the arrangement: 30%
29–15 days before the arrangement: 70%
Thereafter: 100%

These fees are offset against the reservation fee already paid, and any remaining balance is refunded. If the customer participates at a later date within a maximum of two years, these fees will be credited.

We recommend taking out travel cancellation insurance.

7. Liability

As a tour operator with many years of experience in horse trekking and outdoor events, we undertake to organise and conduct the services described in our offers professionally, carefully select all participating third-party providers and partners, use only well-trained horses, and use high-quality equipment suitable for expedition conditions.

If we are unable to provide a service for reasons not caused by the customer, we undertake to provide an equivalent replacement service or compensation for additional costs incurred.

However, we cannot accept liability for consequential damages or for programme changes resulting from failures by third parties (e.g. delays by third-party transport companies), official orders, or force majeure (e.g. adverse weather conditions preventing a planned route, flooding, disasters, war, etc.).

Vagamundo accepts liability for direct damage resulting from accidents during an event only where the accident is attributable to the fault of one of its employees; slight negligence is excluded.

The horse-riding and walking excursions offered are planned and conducted with the utmost care, and participants receive thorough information and instruction during the acclimatisation days. However, Vagamundo expressly points out that horse trekking and hiking, some of which take place in mountainous regions, involve a certain basic risk of unforeseeable hazards. By participating, the customer accepts this risk and undertakes to take out appropriate travel accident insurance before participation, covering any rescue and medical treatment costs and any return travel costs.

In this context, participants are reminded that they are themselves liable for damage they cause while riding. They may ask their personal liability insurer to include additional cover for riding horses belonging to others.

If, for reasons attributable to Vagamundo, it becomes unreasonable for a participant to continue their stay, the participant may submit a claim for damages to Vagamundo's registered office in Zurich, Switzerland, provided they have obtained confirmation from the local tour leader during the event documenting the complaint and its reasons. The claim must be submitted no later than four weeks after the agreed end of the arrangement.

Liability for damage to property is limited to twice the price paid for the trip.

Vagamundo holds business liability insurance with Die Mobiliar Insurance and guarantees the security of customer funds paid, as required by the Package Travel Act (Article 18, paragraph 2).

8. Changes to or Cancellation of an Offer

Unless otherwise stated, the minimum number of participants required for an offer to proceed is three. If this number is not reached, Vagamundo is entitled to cancel the event no later than 30 days before its start. We will nevertheless endeavour to offer an equivalent alternative programme. If this is not possible, or if the customer declines the alternative, payments already made will of course be refunded.

If parts of the agreed programme have to be changed for reasons beyond our control, the customer is entitled to an appropriate refund of the difference if the value of the services is reduced. Vagamundo undertakes to inform customers promptly of programme changes.

If the customer is forced to end their stay for reasons for which Vagamundo is not responsible, Vagamundo is generally not obliged to make a refund. We recommend taking out travel cancellation or trip interruption insurance.

Vagamundo reserves the right to exclude participants from further participation without refund if they disregard the tour leader's instructions, behave in a way that endangers themselves or others, or provide false information about their physical or mental condition or riding ability.

9. Data Protection

Customers' personal data is treated confidentially and used only to organise their participation in a Vagamundo offer. At the customer's express request, their information will then be deleted.

Otherwise, we reserve the right to store the information in order to send customers information about current Vagamundo offers. The information will not be passed on to third parties.

Photographs taken by customers during their stay may be used by Vagamundo as documentation (on its website or in other information material), provided the person depicted cannot be individually identified by third parties. If a photograph clearly identifies a person, Vagamundo will ask that person for permission. If the request remains unanswered, consent to use the image material is deemed to have been granted until revoked.

10. Applicable Law and Place of Jurisdiction

The contractual relationship between Vagamundo and its customers is governed exclusively by Swiss law. The place of jurisdiction for claims against Vagamundo GmbH is its registered office in Zurich.

English translation of the German original. In case of discrepancies, the German original should be consulted.