General Terms and Conditions (AGB) – Holmundo

Last updated: 19 july 2025

These General Terms and Conditions (GTC) apply to all services offered by Holmundo by Die Anders.Denker GmbH through its website and affiliated platforms, including travel bookings and merchandise sales. By making a booking or purchase, you agree to the following terms.

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1. Scope and Contractual Partner

These terms govern the legal relationship between you (the "Customer") and:

Holmundo
Die Anders.Denker GmbH
Haberzelgweg 17A, 3652 Hilterfingen
Email: correo@holamundo.ch
Phone: +41 31 961 16 40

They apply to all travel services and merchandise sales provided via our online presence.

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2. Booking Travel Services

2.1 Contract Formation

A travel contract is concluded when you receive a written confirmation from Holmundo (via email or booking system) after submitting your booking request. You are bound by your booking for up to 48 hours until confirmation.

2.2 Services Included

The scope of services is based on the description provided on our website at the time of booking. Changes and deviations may occur due to external factors (e.g. weather, availability, regulations). Holmundo reserves the right to adjust the itinerary as needed while maintaining the core experience.

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3. Merchandise Sales

3.1 Purchase Contract

By placing an order for merchandise (e.g. apparel, accessories), you are making a binding offer to purchase. A purchase contract is concluded when Holmundo confirms your order by email.

3.2 Delivery & Availability

Merchandise is shipped to the address provided. Delivery times may vary. If an item is unavailable, we will inform you immediately and refund any payment made.

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4. Prices and Payment

All prices are displayed in CHF and include applicable VAT (if required).
Payment must be made in advance via the methods offered on the website (e.g. credit card, PayPal, Stripe).

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5. Cancellation and Refund Policy

5.1 Cancellation of Travel Bookings

You may cancel a booked trip at any time by sending written notice to Holmundo. The following cancellation fees apply:

Ayurveda Treatment:

- **Prepayment**: no refund
- **Up to 30 days before departure**: 50% refund
- **Less than 30 days before departure**: No refund

Other trips :

- **Up to 30 days before departure**: 80% refund
- **29–15 days before departure**: 40% refund
- **Less than 15 days before departure**: No refund

If you are unable to attend, you may suggest a substitute participant. This must be approved by Holmundo and may be subject to additional costs (e.g. rebooking fees).

5.2 Cancellation by Holmundo

We reserve the right to cancel a trip due to insufficient participants, force majeure, or safety concerns. In such cases, you will receive a full refund. We are not liable for additional costs (e.g. flights, visas, accommodation booked independently).

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6. Return Policy for Merchandise

You have the right to return merchandise within **14 days** of delivery without stating a reason.

Returns are accepted if:

- The item is unused and in original packaging
- Return shipping is paid by the customer (unless defective)

We will refund the full purchase price (excluding original shipping costs) within 14 days of receiving the returned item.

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7. Liability and Insurance

Holmundo is not liable for personal injury, loss, or damage unless caused by gross negligence or willful misconduct.

Participants are responsible for ensuring their own insurance coverage, including:

- Travel insurance
- Medical insurance
- Liability coverage

We are not responsible for external services (e.g. airlines, hotels, tour guides not contracted by Holmundo).

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8. Participation Requirements (Travel)

Participants must ensure they meet all required conditions for the trip, including:

- Physical and mental fitness
- Valid documents (passport, visa, etc.)
- Compliance with safety instructions

Holmundo reserves the right to exclude any person from a trip without refund if they endanger themselves or others.

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9. Data Protection

Your data will be handled confidentially and only for the purpose of processing your booking or order. Please refer to our privacy policy for full details.

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10. Governing Law and Jurisdiction

These terms are governed by the laws of Switzerland.
The place of jurisdiction is Thun, unless mandatory consumer protection laws provide otherwise.

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11. Dispute Resolution

The European Commission provides a platform for online dispute resolution (ODR):
https://ec.europa.eu/consumers/odr

We are not obliged to participate in any formal dispute resolution proceedings before a consumer arbitration board and do not currently do so.

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12. Final Provisions

Should any provision of these terms be or become invalid, this shall not affect the validity of the remaining provisions.
Holmundo reserves the right to update these terms at any time. The version in effect at the time of your booking or order shall apply.