

INDIA HEART & SOUL

Here is one of the world's great dramas; an ancient, vast and crowded land committed to the most formidably challenging exercise in mass democracy. It is a spectacle in which hope, pride, paradox and uncertainty mingle and struggle. It is conducted on the whole, and to India's credit in the open. The lasting memories of the land are hospitality, kindness, good humor and generosity. Here is a society of over a 1000 million people, growing by a million a month, divided and united by language, caste, religion and regional loyalties. It has often been described as a functioning anarchy; and it is in many ways an amiable one, of marvelous fluidity and tolerance. Indeed, the true Indian motif is not the Taj Mahal, the elephant or the patient peasant behind the ox drawn plough. It is the crowd, the ocean of faces in the land of multitudes, endlessly stirring, pushing and moving. It is in this human circulation that one sees India's color, variety, busyness, and, senses also its power, vitality and grandeur.....!!

"AthithiDevoBhava"

Where the guest is treated as God

Day 01

Arrive Delhi

flight (not included)

Welcome to Delhi. Namaste! Clear immigration and customs. Our representative will be waiting in the arrival lounge to assist you and transfer you to your hotel.

Delhi, the capital of India has a fascinating history and a stimulating present. Delhi has been the seat of a power of a number of dynasties – the Rajputs, the Muslims invaders from the North, the Afghan dynasties followed by Tughlaqs, Sayyads, the Ladies and the Mughals, who continued the Imperial line, until British days. **The old city**, built by Shah Jehan in the 17th century, stands today as an epitome of the



whole history of Indo-Islamic architecture. New Delhi, designed and constructed by Sir Edwin Lutyens and Sir Herbert Baker is a mixture of east and west. The public buildings in red sandstone are in the Mughal style. **New Delhi**, has a circular Parliament House and an imposing Central Secretariat in two blocks, which stand at the approaches to Rashtrapati Bhavan, the residence of the President of India. Delhi is today the political, economic and cultural capital of the world's largest democracy and has also become one of the greatest tourist centers of the world.

Overnight: Hotel

Day 02

Delhi

Breakfast at the hotel.

Pick up from the hotel lobby and proceed on a guided tour of **Old Delhi**, to explore its history, architecture and life.

Our first destination would be the **Jama Masjid**. Built in 1423, this is one of the largest mosques in



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India, and a sight of historical importance. Begun in 1644, the mosque was not completed until 1658. It has three gateways, four angle towers and two minarets standing 40m high and constructed of altering vertical strips of red sandstone and white marble.

Then, enjoy a cycle rickshaw ride through the **Chandani Chowk market & Khari Baowli**-famous spice market in Old Delhi (remain closed on Sundays) We then drive towards the **Red Fort (closed on Mondays)** built in red sand stone. The walls of the Red Fort extend for 2 km and vary in height from 18m on the river side to 33m on the city side. Shah Jahan started construction of the massive fort in 1638 and it was completed in 1648. The Red Fort dates from the vary peak of Mughal power.

Also visit **Raj Ghat**, the place where Mahatma Gandhi was cremated.

While driving back to the hotel visit **India Gate** (War Memorial), drive past the **President's House, Parliament House** and the **Secretarial buildings**.

Evening at leisure.

Overnight: Hotel (B)

Day 03 **Delhi**

Breakfast at the hotel.

Pick up from the hotel lobby and proceed on a guided tour of **New Delhi**.

We will visit **Qutab Minar** - 234 feet high tower. The Qutab Minar itself is a soaring tower of victory that was started in 1193, immediately after the defeat of the last Hindu kingdom in Delhi. It is nearly 73m high and tapers from a 15m diameter base to just 2.5m at the top. The tower has five distinct stories.



Continue to visit the **Tomb of Mughal Emperor Humayun**. Built in the mid-16th century by Haji Begum, the Persian-born senior wife of Humayun, the second Mughal emperor, this is a wonderful early example of Mughal architecture. The elements in its design - a squat building, high arched entrances that let in light, topped by a bulbous dome and surrounded by formal gardens - were to be refined over the years to the magnificence of the Taj Mahal in Agra.

Rest of the day at leisure.

Overnight: Hotel (B)

Day 04 **Delhi / Agra - 220 kms / 4 hrs**

Breakfast at the hotel.

08:00 am pick up from the hotel lobby and proceed on your drive to Agra

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Arrive and check in at the hotel.

After check in, depart for a guided tour to visit the world famous Taj Mahal.

The Taj Mahal (Closed on Fridays) is a symbol of eternal love, which stands on the banks of River Yamuna. It was built by the 5th Mughal Emperor, Shah Jahan in the year 1631 in memory of his wife, Mumtaz Mahal. It was completed in 22 years. The Taj Mahal is widely recognized as "the jewel of Muslim art in India and one of the universally admired masterpieces of the world's heritage". It is regarded by many as the finest example of Mughal architecture, in that it combines elements from Persian and Indian architectural styles. In 1983, the Taj Mahal became a UNESCO World Heritage Site.



Return back to the hotel for overnight.

Overnight: Hotel (B)

Day 05 Agra

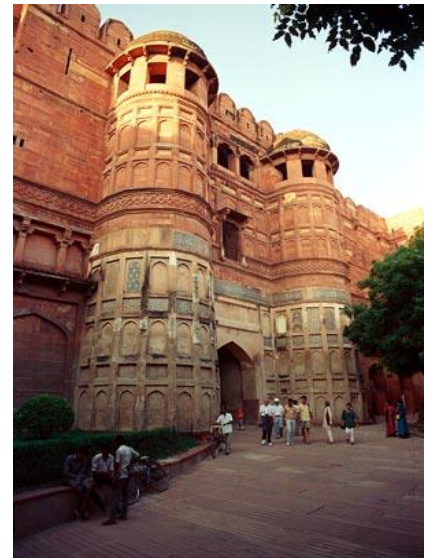
Optional:

Early morning depart to visit the Taj Mahal during sunrise (Subject to weather conditions).

Return back to the hotel for breakfast.

Pick up from the hotel lobby and depart for a guided tour of Agra city. Here we get to see:

The Agra Fort: The crescent-shaped fort is enclosed by its 20-metre high, 2.4 km long outer wall. The fort contains a maze of buildings forming a small city within a city. Jehangir's palace commissioned by Akbar was the largest private residence in the fort. The Diwan-i-Aam (hall of public audience) and Diwan-i-Khas (hall of private audience) were built by Shah Jahan for receiving audiences.



Itmad-ud-Daula Tomb also known as **BABY TAJ** - One of the most beautiful Mughal tombs was built by Nur Jahan, the Empress of Jahangir for her father in 1628. The mausoleum is entirely made of white marble and graced with intricate decoration of inlay work and marble-screen work belonging to the Islamic style. With its tranquil, small garden on the bank of Yamuna River, the tomb stands impressively elegant from a distance.

You will also get an opportunity to visit one of the **marble cutting factories to witness a marble carving/cutting demonstration.**

Overnight: Hotel (B)

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India'. It takes its name from the famous Maharana Sawai Jai Singh, who founded the city in 1728.

Jaipur is noted for its craft men skilled in the art of cutting precious stones and famed for its garnets and rubies. It is equally well known for brass inlay work, lacquer work and the printing of muslins.

Overnight: Hotel (B)

Day 09 Jaipur

Breakfast at the hotel.

Pick up from the hotel lobby and depart for a guided sightseeing tour to Amber Fort and the city of Jaipur.

Amber Fort. Ascend to the fort by Elephant or Jeep ride. This is the former capital of the royal Rajputs. Set on the dry wrinkled Aravali Hills, and surrounded by fortified battlements, the palace straddles two tundra hills overlooking Maota Lake.



In the afternoon, visit **Jaipur City:**

Hawa Mahal or Palace of the Winds, a five-storied structure of pink sand stone with semi-octagonal and delicately honeycombed windows overlooking the main street of the old city. It was built in 1799 so that veiled royal woman could peer down unseen by the world through its 593 stone screens.

We proceed for a guided tour of the **City Palace & Museum.** The City Palace in the heart of the old city is a blend of Rajasthani and Mughal architecture. The center of the palace is a seven storied building called Chandra Palace with fine views over the gardens and the city.



Next stop is the **Solar Observatory** - an astronomical treasure house with solar devices that gives accurate predictions till date.

You will get an opportunity to visit one of **the Art & Craft** factories and see a demonstration of gem cutting & polishing. Jaipur is noted for craftsmen skilled in the art of cutting precious stones and famed for its garnets and rubies. It is equally well known for brass inlay work, lacquer work and the printing of muslins.

Overnight: Hotel (B)

Day 10 Jaipur / Udaipur flight

Early breakfast at the hotel.

Check out transfer to the airport to board your flight for Udaipur.

On arrival in Udaipur you are met and transferred to your hotel.

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Udaipur stands in a valley, amid green hills on the banks of the wide, steel blue lake Pichola. On little islands in the lake, from the water's edge, arise marble palaces of pure white that glisten like fairy castles. Crowning the ridge along the shores of the lake is the palace of the Maharaja.



This afternoon depart to on a **boat ride on Lake Pichola**. Visit the Jag Niwas Palace by motor launch. The palace, built of granite and marble, covers four acres and is built in the lake. Visit the Borra Mahal, Khas Mahal and the courts, gardens and fountains.

Overnight: Hotel (B)

Day 11 **Udaipur**

Breakfast at the hotel.

Morning at leisure

This afternoon proceed on a sightseeing tour city to visit the **Sahelion Ki Bari** (Queen's retreat for her friends), a drive around **Fateh Sagar Lake**-a man-made lake and The **City Palace**, one of the most important attractions in Udaipur. It has several exotic palatial structures that enchant with their carved walls, latticework, mirror work etc. Also visit **Jagdish Temple** and **Gulab Niwas Garden**.

Overnight: Hotel (B)

Day 12 **Udaipur / Mumbai** **flight**

Early breakfast at the hotel.

Check out of the hotel and transfer to the airport to board your flight for Mumbai. On arrival in Mumbai you are met and transferred to your hotel.

Mumbai, is a major port of India and also a great industrial center. A cosmopolitan city, it owes its prosperity to the industry and enterprise of its population of about eight million. It is the commercial capital of India.

Afternoon depart for a guided sightseeing tour of Mumbai visiting:

Gateway of India. The Gateway of India is a mammoth structure that bears a testimony to a number of historical events. It was originally built to commemorate the grand arrival of King George V and Queen Mary to India in 1911.

Mani Bhawan. A memorial dedicated to the Father of the Nation, Mahatma Gandhi. He used to stay at House No.19 called Mani Bhavan. The building now contains a pictorial gallery, a 20,000 volume research library, a film and recording archive and a set of diorama on the Mahatma's life.

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Crawford Market. Named after Bombay's first municipal commissioner, Arthur Crawford, the covered market dominates the skyline with its clock tower and steeple. It was the main wholesale market for fruits in Bombay until March 1996, when the wholesale traders were relocated to New Bombay.

Victoria Terminus. A magnificent building, completed in 1888. Construction started in 1878 based on a design by **F. W. Stevens**, It is now the starting point of the Central Railways. The Victoria Terminus was renamed Chhatrapati Shivaji Terminus on March 4, 1996.

Overnight: Hotel (B)

Day 13 **Mumbai**
Breakfast at the hotel.

Pick up from the hotel lobby and depart for an excursion to Elephanta Caves.

Elephanta Caves (closed on Mondays) known as Gharapuri (fortress city). The 7th century cave temple complex, which has been carved out of rock under two small hills, is dedicated to Lord Shiva and was a flourishing place of pilgrimage. The main cave, which is known as Elephanta, is supported by massive pillars. Inside is the main hall housing sculptures of various gods in the Hindu mythology. This well-known tourist spot is accessible by boat from the Gateway of India.

Rest of the day at leisure.

Overnight: Hotel (B)

Day 14 **Depart Mumbai** **flight (not included)**
Breakfast at the hotel.

Pick up from the hotel lobby and transfer to the International Airport to board your flight back home.

Bon Voyage....

INCLUSIONS:

- A representative for assistance on arrival and departure transfers at airport/railway station.
- 13 nights hotel accommodation on double/twin sharing room as per hotels/room category mentioned above or similar to include currently applicable taxes.
- Daily breakfast (buffet/fixed menu).
- All three meals in Ranthambhore ONLY under Deluxe category at The Tigress Hotel.
- Transfers and sightseeing by standard private air-conditioned vehicles per itinerary.
- Entrance fee to monuments per itinerary.
- Local English speaking guides for sightseeing per itinerary
- 1 bottle per person per day of mineral water during sightseeing in the vehicle.
- Rickshaw ride in Delhi.
- Tonga ride in Agra.
- Boat ride in Udaipur (common boat). Private boat available for additional cost.
- Ferry charges for visiting Elephanta Caves in Mumbai.
- Elephant/jeep ride to visit Amber Fort in Jaipur.
- 03 Park safaris by jeep on sharing basis in Ranthambhore . Private jeep available for additional cost.
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EXCLUSIONS:

- Any travel Insurance
- Optional sightseeing you may choose while on any tour
- Any meals other than those mentioned above
- Any beverages
- Items of personal nature like baggage portorage at airports/hotels, tips, gratuities, laundry, telephone/fax calls, camera/ video camera fee at monuments, medical expenses, airport departure tax etc.
- Airline excess baggage
- Domestic and International flights and airport taxes
- Christmas & New Year Gala dinners.
- Any expenses arising due to circumstances beyond our control such as flight delays/ cancellations, natural calamities, etc.
- Any increase in costs beyond our control such as fuel and airfare increase, additional Government levies and taxes etc.
- Any item not mentioned above

Terms and conditions as per Tourcan Vacations brochure 2016

A visa is required for entry into India

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TERMS & CONDITIONS

1. PRICE INCLUDES

Meeting/Assistance/Transfers/Porterage: Airport / Hotel round-trip transfers at all destinations and includes one suitcase per person.

Accommodation: In twin/double rooms with en-suite facilities.

Meals: Meals as per itinerary.

Guide: Professional English-speaking local guide(s).

Sightseeing & Entrance Fees: Vehicle size depends on number of travelers. Entrance fees as per itinerary.

Services Charges & Taxes: All taxes charged by local governments on services, which are part of the program.

2. PRICES DO NOT INCLUDE:

Personal expenses: Telephone and data port charges at some hotels, meals and drinks, unless otherwise specified in the itinerary.

Tips: To guides, drivers and hotel personnel.

Insurance: Travel insurance is highly recommended and may be purchased at the time of deposit.

3. PAYMENT CONDITIONS: A non-refundable deposit of \$300.00 per person is required at time of booking unless otherwise stated in your invoice. Tourcan Vacations office must receive final payment 60 days prior to departure. For bookings made within 60 days of departure, full payment is due. **Some suppliers may require additional deposits. You will be advised at time of confirmation. The additional amount is non-refundable. If final payment is not received 60 days prior to departure the booking will be cancelled.**

4. TERMS & CONDITIONS : The purchase of packages, air only or tours (hereinafter referred to as the "Travel Services") offered by Tourcan Vacations constitutes a contractual agreement between Tourcan Vacations and the customer and implies your acceptance of Tourcan Vacations terms and conditions. Please ensure you read carefully and understand these terms and conditions prior to booking.

5. PRICES INDICATED: Prices quoted in our website or by reservations staff are based on double occupancy and in Canadian dollars (\$CAN), unless otherwise indicated, and are based upon the prices of service providers, exchange rate, cost of fuel, taxes and other fees in force at time of preparation of the present brochure. All prices are valid upon date of publication and are subject to change without notice. Unless the customer has paid in full, all prices may be increased at any time and for any reason. Where there is an increase in the total price of the Travel Services after a deposit has been paid and the cumulative increase, except any increase resulting from an increase in retail sales tax or federal goods and services tax, is more 7 per cent the customer has the right to cancel the contract and obtain full refund.

6. RESERVATIONS/DEPOSIT/CONFIRMATION: Reservations must be accompanied by a deposit or payment in full before they can be considered confirmed.

7. FINAL PAYMENT: Final payment must be received by Tourcan Vacations 60 days prior to departure date. Reservations made less than 60 days prior departure date must be accompanied by payment in full. If final payment is not received within the required period, Tourcan Vacations reserves the right to cancel any such reservations without prior notice and levy applicable cancellation fees.

8. PAYMENT BY CREDIT CARD:

Signed copies of Credit Card Authorization Forms must be in our possession before final documents will be issued.

9. CHARGES FOR CHANGES: Any changes to a reservation will be subject to a \$50 change fee outside of 65 days of departure. Within 65 days of departure cancellation penalties will apply. If any change made by one or more customers alters the basis of room occupancy, rates will be adjusted to reflect true room occupancy status. Changes of customer names will be treated as a cancellation and cancellation fees will apply. Charges will apply for any changes in customer reservations (subject to availability) subsequent to the departure date.

10. CANCELLATION CHARGES: Charges will apply in the event of any cancellation. Insurance premiums are non-refundable, in whole or in part, whether cancelled before or after the departure date. The day of departure is excluded when calculating cancellation or change fees. All cancellation fees must be calculated based on the total amount of the products and Travel Services purchased. Tourcan Vacations reserves the right to cancel a booking where any payment is not received by its due date (60 day prior to departure).

CANCELLATION BEFORE DEPARTURE DATE:

Up to 60 Days prior – loss of deposit*

59 to 0 Days prior- 100% penalty*

No refunds will be made for any used portion including hotels, sightseeing, cruises, transfers, meals, international or domestic flight with or without notice, unless cancelled or missed by the supplier.

*Plus any unrecoverable deposits paid to airlines or suppliers.

11. FLIGHTS AND CARRIERS

Customers acknowledge and accept the following

Changes: Flights offered by Tourcan Vacations are conducted in accordance with the applicable tariffs of the air carrier and pursuant to regulations set out by the Canadian Transportation Agency. All such flights and rates are also subject to approval by the relevant government authorities. Consolidations and changes in the published schedule, aircraft type, days of operation, air carrier providing air transportation and flight itinerary may be undertaken at any time and without prior notice, in accordance with the air carrier's tariffs.

Fares and Names: Fares and taxes may increase between the time of quoting, booking and tickets being issued.

The fares quoted are subject to class availability and may have booking conditions attached.

Tickets must reflect the passengers name as shown in their passport. If names are not reflected correctly boarding may be denied.

Schedule Check and Connecting Flights: Flight schedules are subject to change without notice. Customers having purchased air only must reconfirm their return flight within 24 to 72 hours prior to the scheduled take-off time. Tourcan Vacations undertakes to notify customers reasonably in advance through means it deems appropriate of any schedule changes resulting in the advancement or delay of the flight departure times or in case of cancellation of a flight. Whenever customers book connecting flights, they must allow sufficient time to make their connection. No control can be exercised over air carriers to guarantee flight schedules, which may be altered or affected by various circumstances. Tourcan Vacations will not be liable for any change of schedule or a missed flight connection, including any additional fees incurred and special, incidental or consequential damages (including the carriage of baggage) arising from the foregoing, whether or not it had the knowledge that such additional fees or damages might be incurred.

Airport check-in: It is recommended that customers arrive at the airport check-in counter at least 3 hours prior to departure. Failing this, their reservation may be cancelled and their seats assigned to other customers, with no right of recourse.

Seat assignment: unless already pre-assigned, staff at the air carrier's check-in counter conducts aircraft seating.

Other applicable conditions: Air transportation is subject to all applicable government regulations and is governed by the Montreal Convention, or the Warsaw Convention as the case may be, the applicable tariffs of the air carrier as well as the conditions of contract appearing on the airline ticket. Any amendments or changes to the applicable air carrier's general terms and conditions of carriage once filed with and approved by federal regulatory authorities, are not subject to additional public notice and are legally binding.

Refusal to transport: Removal of passengers: Tourcan Vacations shall not be liable for refusal by itself or the air carrier to transport a passenger nor for the cancellation of a reserved space or removal of a passenger due to, but not limited to, safety reasons, to prevent the violation of any applicable laws of any country or to prevent any hazard or risk to such passenger, to any other person or property, or to the flight.

12. VALIDITY OF TICKETS: Tickets are made out in the name of the customer and are not transferable. Tickets are valid only on the dates and flights indicated. Unused portions of tickets may not be used for travel on other flights and are not subject to refund at any time.

13. BAGGAGE:

Limits: Air carriers have individual rules and regulations with respect to baggage weight, size and number. Customers must consult with the travel agent for applicable restrictions.

Liability: The provisions of the Montreal Convention, or the Warsaw Convention as the case may be, the applicable tariffs of the air carrier, as well as the notice appearing on the passenger ticket and baggage check, govern the loss of and damage to baggage and establish the limits of air carrier's liability. Baggage lost or damaged while boarding or disembarking a ship must be reported to the Purser's office prior to the ship's departure from port or prior to leaving the local customs area. Passengers' baggage and property are transported, stored and handled at owner's risk at all times.

14. TRAVEL DOCUMENTS: It is the full responsibility of customers to obtain at their own expense all necessary travel documents required by all relevant government authorities, including all ports of call, and to comply with the laws thereof. Passports will be required for all air and sea travel to or from all destinations and may have to be valid for six months beyond the date of the expected return to Canada. Canadian Citizens born in certain countries may require a visa in addition to a valid passport. A permanent resident card will be

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required for permanent residents/landed immigrants who are not Canadian citizens. One (1) parent traveling with a child under age 18 may have to obtain a notarized letter of consent signed by the parent not traveling. Customers are responsible for checking which documents are required, and then make certain that they have the necessary documents in hand prior to departure. The carrier or relevant authorities, without further recourse or the possibility of a refund, may deny customers boarding privileges failing to provide the required documents. Entry to another country may also be refused even if the required information and travel documents are complete. No refund or replacement will be given for lost or stolen travel documents. Tourcan Vacations shall not be liable for any aid or information given by its employees or the travel agent in connection with obtaining any necessary travel documents or complying with any laws, whether given orally, in writing or otherwise, or for the consequences suffered by any customer resulting from his/her failure to obtain such documents or to comply with such laws.

15. CUSTOMER ADVISORY: Some events are part of normal unpleasant occurrences, which can happen when traveling abroad. The customer realizes this, solely assumes the consequences thereof and agrees that Tourcan Vacations cannot be held responsible for any damages owing to such occurrences.

Living Standards: Customers are asked to bear in mind and accept that living standards and practices at the destination, and the conditions there with respect to the provision of utilities, services and accommodations, may differ from those found in Canada.

Service disruptions: Some services including water, electricity, air-conditioning, security, sanitary conditions, pools, food, beverages and other services or benefits may be suspended or interrupted partially or completely during the customer's stay. Likewise, depending on the occupancy rate of hotels, à la Carte dining may be replaced by buffet or vice-versa.

Food, water and beverages: The food, water and beverages may not be up to North-American standards. Accordingly, customers assume sole responsibility for any illness suffered while abroad or upon return owing to the quality of the food, water and beverages.

16. ROOM ALLOCATION: Hoteliers are solely responsible for room allocation, in accordance with the category reserved by customers. Should customers choose to alter their room category upon arrival at destination (upon availability), they must make their own arrangements with the hotelier and assume all additional fees levied by them.

17. CHECK-IN AND CHECK-OUT CONDITIONS: Customers acknowledge and accept that hoteliers, in accordance with international standards, have specific check-in times, usually from 3 PM and check out by noon on the scheduled day of departure or by noon on the day immediately preceding a late night departure.

18. CUSTOMERS REQUIRING ASSISTANCE AND CARE WHILE TRAVELLING

All customers requiring special care, assistance, attention or treatment must advise Tourcan Vacations and the air carrier of any and all specific needs at the time of booking, in order to arrange air transportation, hotel and tour accommodations.

19. CHANGES TO TRAVEL SERVICES:

If Travel Services are no longer available prior to the departure date or subsequent to arrival at destination, Tourcan Vacations reserves the right to substitute them for comparable goods or Travel Services, or, alternatively, to cancel them.

Changes to itinerary: Tourcan Vacations and the participating tour operator reserves the right to cancel, alter or re-schedule any timing, to omit one or more stops, to substitute alternative itineraries or to otherwise amend the content of the tour with or without prior notice to the passenger.

20. CUSTOMER RESPONSIBILITY

Health: Customers, whose physical condition so requires, must ensure that they have a sufficient quantity of any required medication with them, and that they carry such medication in their hand baggage at all times. Customers must also consult competent medical authorities prior to departure about preventive medical measure as regards to the countries to be visited.

Activities: Tourcan Vacations cannot be held responsible for any accident or mishap occurring at the destination during the practice of activities in which the customers participate of their own free will and initiative.

21. FORCE MAJEURE: Tourcan Vacations shall not be liable for failure in the performance of any of its obligations, including without limitation, for any loss or damage resulting from any delay, cancellation, loss of personal belongings, illness, bodily injury, accident, death, deterioration of Travel Services, inconvenience, loss of enjoyment, disappointment or frustration, either mental or physical, due to:

- * An Act of God or Force Majeure;
- * A war, revolution, insurrection, riot, blockage or any other unlawful act against public order or authority, including an act of terrorism or threat thereof;
- * Fire, flood, explosion, earthquake, epidemics, quarantine, storm, lightning, tornado or adverse weather conditions generally;
- * Accident to or failure of an aircraft or equipment used in connection therewith, loss of or hijacking of an aircraft, or any shortage of or inability to provide labor, fuel or facilities;
- * Any strike, lock-out, labor dispute or other industrial disturbance whether involving Tourcan Vacations' employees, the employees of its service providers or others upon whom Tourcan Vacations relies;
- * Any government order, regulation, action or inaction or any failure to obtain the approval of a government authority having jurisdiction in the circumstances as may be required to the conduct of operations hereunder or any government or legal restraint upon such operation;
- * Others upon whom Tourcan Vacations relies for the performance of the whole or any part of any Travel Services hereunder;
- * Any other causes beyond the reasonable control of Tourcan Vacations and any other event not reasonably to be foreseen, anticipated or predicted, whether actual, threatened or reported, which may interfere with the operations of Tourcan Vacations or of its service providers.

22. EXCLUSION OF LIABILITY: Tourcan Vacations makes arrangements with air carriers, hotels, transfer operators and other independent parties to provide customers with Travel Services they purchase. Although Tourcan Vacations takes great care in selecting these service providers, it does not have any control over them and cannot be held responsible for their omissions, fault or negligence, or that of their employees, nor for any loss or damages suffered as a result thereof.

Travel Services provided are subject to the conditions imposed by the service providers and their liability is limited by their tariffs, conditions of carriage, tickets, vouchers, international conventions and agreements.

23. ACTIVITIES NOT INCLUDED: Tourcan Vacations shall not be liable for the quality or safety of activities (such as excursions, optional tours, little extras and others) available at the destination that customers may wish to participate in and which are not included in the package, nor for any other representation made by the operator of any such activities. Any written or oral contract for all such activities shall be deemed to be made between customers and the operator of such activities and shall be undertaken at the customers' own risk of loss, damage or injury. Tourcan Vacations shall not be liable in any manner for any complaints or claims that may arise as a result of participation in any such activities which are offered by third parties over whom Tourcan Vacations has no control.

24. CONFIDENTIALITY: Tourcan Vacations strictly complies with principles of confidentiality with respect to customers' personal information, including in accordance with the Personal Information Protection and Electronic Documents Act.

25. LAWS: The laws of the province in which the Canadian gateway city is located govern this agreement. Any legal action instituted against Tourcan Vacations must be heard before the courts of this province. For the purposes of any such proceedings, the parties hereby agree to elect domicile in the judicial district of the Canadian gateway city in question. The voiding of one or other of the clauses hereto shall neither annul nor invalidate this agreement, which is known as the Terms and Conditions. Tourcan Vacations is registered as a wholesaler in Ontario.

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