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## WONDERS OF VIETNAM & HONG KONG

**Validity: 10 January – 10 December 2019**



# Wonders of Vietnam & Hong Kong - Itinerary

**VALIDITY: 10 JANUARY – 10 DECEMBER 2019**

**DAY 1:**

**ARRIVE HANOI**

**FLIGHT (NOT INCLUDED)**

Arrive in Hanoi, clear immigration and customs. Proceed towards the exit gate and look for our representative holding a placard in your name to assist and transfer you to the hotel.



Rest of the day at leisure.

**OVERNIGHT: LA CASA HANOI (DELUXE ROOM)**

**MEALS: NONE**

**DAY 2:**

**HANOI**

Breakfast at the hotel.



Begin your day visiting the Hanoi Hilton (Hoa Lo Prison) which was a prison used by the French colonists in Vietnam for political prisoners, and later by North Vietnam for prisoners of war during the Vietnam War when it was sarcastically known to American prisoners of war as the "Hanoi Hilton".

Continue to explore the exhibitions of Vietnam Military History Museum (closed on Monday and Friday) presenting the Vietnamese military history from the first period of founding the country to the Ho Chi Minh era. The museum contains a remarkable collection of war relics and photographs from Vietnam's long struggles for freedom. Learn about guerrilla and communist troops and the history of the present Vietnam People's Army.



In the afternoon, visit Ho Chi Minh Memorial Complex where the Vietnamese people honour the country Great Father. Visit the Ho Chi Minh Mausoleum (outside only) which contains the embalmed body of Ho Chi Minh; and Ho Chi Minh's Stilt House where Ho Chi Minh lived from 1958 until his final days in 1969. Preserved in the same condition as during his life, it may be viewed through the windows.

Next stop is to the miniature 11th century One Pillar Pagoda, which was rebuilt after being destroyed by the French in 1954. In the late afternoon, visit Hoan Kiem Lake which contains an islet with the tiny Tortoise Pagoda and enjoy the coffee at a small local coffee shop.

### **THEN PROCEED FOR A FOODIE TOUR ON FOOT**

Enjoy a taste of local Hanoian life as you explore a local market and some of the city's best street food stalls. Meet your guide at the bustling Hom market, one of the biggest and most popular markets in Hanoi. Wander through the narrow alleyways passing colourful stalls piled high with a vast array of fruit, vegetables, sweets, and elaborate temple offerings. Take photos of the vibrant colours and breathe in the aromas of the tropical fruits.



If you're feeling brave, venture to the exotic section to see kicking frogs, silkworms and wriggling eels. The entire market is alive with the buzz and excitement of the locals bartering and haggling for the freshest ingredients at the best prices.

Your guide will take you to popular street food stalls where you can sample some of the city's signature dishes. Stop at a local coffee shop to taste this rich and flavourful drink then continue your culinary exploration with a stroll through the maze of bustling streets that make up the Old Quarter of Hanoi. Join the locals and pull up a plastic stool at a pavement stall to try Vietnamese snacks and a cup of iced tea, followed by a sweet dessert of fresh fruit and condensed milk. End the tour with a cold draught beer at a sidewalk stall popular with locals.



**OVERNIGHT: LA CASA HANOI (DELUXE ROOM)**

**MEALS: BREAKFAST**

**SPECIAL NOTE: The program Foodies afoot in Hanoi is at 17:00-20:00. Sample food and drink included.**

**DAY 3: HANOI / HALONG – DRIVE 160 KMS**

Pick up from the hotel lobby and transfer to the Tuan Chau Marina Port to board your cruise on Halong. En route take a short stop for a break.



Arrive and proceed to board your tender to the comfortable cruise and enjoy a welcome drink aboard. Begin the cruise through majestic Halong Bay while lunch is served. Enjoy the magical bay where thousands of sculpted limestone islands rise from the waves like dragon's teeth. The cruise continues cruising through a fishing village on the bay and passes the spectacular limestone caves dotted around the bay. Soak up the sun on the top deck with optional on-board activities: sunbathing, and photo opportunities. In the evening the chef will prepare a splendid meal comprised of fresh seafood dishes and other traditional dishes.



**OVERNIGHT: BHAYA CRUISE (DELUXE CABIN)**  
**MEALS: BREAKFAST, LUNCH & DINNER**

**SPECIAL NOTE:** The cruise will arrange the local English speaking guide on board. The itinerary is subject to change based on the confirmed cruise.

**DAY 4:** HALONG / HANOI - DRIVE

HANOI / HUE

FLIGHT

Greet the day with a morning Tai Chi exercise that offer a perfect opportunity to view the sunrise over the bay. After breakfast, visit a beautiful limestone grotto then back to the boat for a final glimpse of the Halong Bay while cruising back to the dock. Check out luggage and bid tidings to beautiful Halong Bay.

Disembark from the cruise and arrive at the port by tender.

Meet your driver and transfer to the airport in Hanoi to board your flight for Hue.



Arrive in Hue and transfer to the hotel.

**OVERNIGHT: PARKVIEW HOTEL (DELUXE ROOM)**

**MEALS: BREAKFAST**

**DAY 5:** HUE / HOI AN

Proceed for a sightseeing tour of Hue.

### **Sightseeing in the Imperial Citadel (3 Hours)**



Located in the heart of Hue is the Imperial Citadel, a vast complex built in the early 19th century and modelled after the Forbidden City of Peking. The original walls stretched for 10 km and were surrounded by a wide moat. Today, most of the buildings have been destroyed due to bombing during the Vietnam-American War, but the monuments that remain provide a fascinating glimpse into the court life of the Nguyen

Dynasty. Approach the city past the striking Flag Tower, where a giant Vietnamese flag waves proudly overhead, to the imposing Ngo Mon Gate, the main entrance to the Imperial Enclosure. Enter into an area of spacious courtyards and serene lotus ponds, and stroll around the Dien Tho Residence (Dien Tho Palace) where the Queen mother lived. Visit the Thai Hoa Palace, the

magnificently decorated reception hall, the Halls of the Mandarins, and the original Nine Dynastic Urns, among other sites.

### Visit the Imperial Tomb of Emperor Tu Duc (1 Hours)

The Imperial Tomb of Tu Duc was designed and built by the longest reigning Vietnamese emperor, Tu Duc, during his lifetime, and was used as a retreat for meditation, reading and theatre performances. Take some time to soak in the tranquil atmosphere, and wander among the gracefully proportioned pavilions, courtyards and lotus ponds.



Later, proceed on your drive to Hoi An. Drive south from Hue along scenic mountain roads with spectacular views over the coastline. Highlights along the way include the dramatic Hai Van Pass, the high dividing line between the climate zones of North and South Vietnam; Lang Co, a lovely stretch of beach curving outwards between a clear blue lagoon and the East Vietnam Sea; and the large coastal city of Danang.



Arrive and check into the hotel.



**OVERNIGHT: HOI AN TRAILS RESORT & SPA (SUPERIOR ROOM)**  
**MEALS: BREAKFAST**

**DAY 6:**

HOI AN / DANANG – DRIVE

DANANG / SAIGON

FLIGHT

Morning proceed on a walking tour around Hoi An.

Hoi An is a picturesque riverside town south of Danang. Known as Faifo to early western traders, it was one of South East Asia's major international ports during the 17th, 18th and 19th centuries. Now, this beautifully preserved historic city is best seen on foot.

See the iconic **Japanese Covered Bridge** - the first bridge on this site was constructed in 1593 by the Japanese community of Hoi An to link the town with the Chinese quarters across the stream. The bridge was provided with a roof so it could be used as a shelter from rain and sun. Visit the nearby **Sa Huynh Museum**, which contains exhibitions from the earliest period of Hoi An's history. Stroll to the Tran Family Chapel, a house for worshipping ancestors that was built about 200 years ago with



donations from family members. The Tran family traces its origins to China and moved to Vietnam around 1700. The architecture of the building reflects the influence of Chinese and Japanese styles. Visit the Phuoc Kien Assembly Hall, a Chinese pagoda built around 1690 and then restored and enlarged in 1900. It is typical of the Chinese clans that were established in the Hoi An area. The temple is dedicated to Thien Hau Thanh Mau (Goddess of the Sea and Protector of Sailors and Fishermen).

Finally, **visit a lantern making workshop**, one of many in Hoi An. The framework for the lanterns is made beforehand and clients can observe locals adorning silk cloth on the lantern.



Later, transfer to the Danang airport to board your flight for Saigon. Arrive Saigon, transfer to the hotel. Rest of the day at leisure.

**OVERNIGHT: HARMONY SAIGON HOTEL (PREMIER DELUXE ROOM)**

**MEALS: BREAKFAST**



Proceed for a sightseeing tour in Saigon.

### Excursion to Cu Chi Tunnels (5.5 Hours)



Never discovered by American forces, the Cu Chi Tunnels were an important Vietcong base during the American War. Stretching over 200 km, this incredible underground network, dug by hand out of hard laterite, connected command posts, hospitals, shelter and weapons factories. Today, walk through the area and learn about the day to day life of the Vietcong, bear witness to the cleverly disguised entrances and elaborate booby-traps, and even venture inside the tunnels, some of which have been modified to accommodate tourists.

### Sightseeing in Saigon (25 kms)

Saigon was called as the Pearl in the East because of the art deco French style buildings in the early of 20th Century. After bearing witness to the ups and downs of Saigon, nowadays this atmospheric relic from the past stands surrounded by the ever increasing modern high rise buildings and shopping malls, you will have a half day to visit the city's main sites.



### Visit the Reunification Palace (1.5 Hours)

Reunification Palace, the Independence Palace of the South Vietnamese president, was stormed by tanks on the 30th April 1975, signifying the fall of South Vietnam. It has been preserved in its original state.

### Visit Notre Dame Cathedral (30 Minutes)

The Notre Dame Cathedral was built between 1877 and 1883, and is set in the heart of Saigon's government quarter. It has a neo-Romanesque form and two high square towers tipped with iron spires. In front of the cathedral is a statue of the Virgin Mary.



### Visit Central Post Office (30 Minutes)

The Central Post Office is a French-style building with a glass canopy and iron frame right next to the Notre Dame Cathedral. The structure was built between 1886 and 1891 and is by far the largest post office in Vietnam.



### Visit the Opera House

The colonial-era Opera House is today one of the main places for cultural exchange. It may be viewed from the outside only.

### Visit Ben Thanh Market (1 Hours)

The Ben Thanh Market is the central market of Saigon and the market and the surrounding streets make up one of the city's liveliest areas. Everything commonly eaten, worn or used by the average resident of Saigon is available here.



**OVERNIGHT: HARMONY SAIGON HOTEL (PREMIER DELUXE ROOM)**  
**MEALS: BREAKFAST**

**SPECIAL NOTE: The Notre Dame Cathedral has been under renovated until JUN2020. The clients will see this place only from outside.**

**DAY 8:**

**SAIGON / HONG KONG**

**FLIGHT (NOT INCLUDED)**

Breakfast at the hotel.

Transfer to the airport to board your flight for Hong Kong.

Arrive Hong Kong, clear immigration and customs. Proceed towards the exit gate and proceed to the shuttle bus counter and transfer to the hotel by seat in coach shared service.

Rest of the day at leisure.

**OVERNIGHT: ROYAL PACIFIC HOTEL (PREMIER ROOM)**  
**MEALS: BREAKFAST**

**DAY 9:****HONG KONG**

Breakfast at the hotel.

Pick up from the hotel lobby and proceed for a half day Hong Kong sightseeing tour by seat in coach shared service.

Starting with a ride on the funicular tram up To Victoria Peak (About 1,305ft. above sea level) where you can view the magnificent panorama of the Victoria harbor spread out below. Drive by the Repulse Bay, Deep Water Bay and Stanley Market where Bargain shopping are expected. A stop will be made at Aberdeen Fishing Village (home of the floating population) where an optional sampan ride can be organized upon request. Return to Happy Valley through our Aberdeen Tunnel then back to hotel with optional visits to Hong Kong's leading Jewelry factory and shopping outlet.



Rest of the day at leisure.

**OVERNIGHT: ROYAL PACIFIC HOTEL (PREMIER ROOM)**  
**MEALS: BREAKFAST**

**DAY 10:****HONG KONG**

Breakfast at the hotel. Full day at leisure.

**OVERNIGHT: ROYAL PACIFIC HOTEL (PREMIER ROOM)**



**MEALS: BREAKFAST**

**DAY 11:****DEPART HONG KONG****FLIGHT (NOT INCLUDED)**

Breakfast at the hotel

12:00 noon, check-out and meet your airport shuttle bus driver in the hotel lobby and transfer to the airport to board your onward flight.

**\*\*\*\*END OF SERVICES\*\*\*\***

**Please note:**

Some black-out dates will apply.

**INCLUDED:**

- Accommodation at the hotels mentioned above or similar to include currently applicable taxes
- Daily breakfast at the hotel
- All 3 meals on the cruise in Halong
- Transfers and sightseeing by standard private vehicles in Vietnam and by seat in coach shared service in Hong Kong
- Local English speaking guides during sightseeing only
- Entrance fees to monuments per itinerary
- Economy class airfare on domestic sectors: Hanoi / Hue – Danang / Saigon only

**NOT INCLUDED:**

- Airfare and airfare taxes on international sectors
- Visa and visa fees
- Insurance
- Items of personal nature like baggage portorage at airports/hotels/pier, tips, gratuities, laundry, telephone calls, etc.
- Any item not mentioned above

**A visa is required for entry into Vietnam**

**CONTACT INFORMATION: SHERNAZ****TOURCAN VACATIONS**

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 **ONTARIO REG. #2679578**

## TERMS & CONDITIONS:

Terms and conditions as per Tourcan Vacations brochure 2018 . . .

### **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 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.