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## WONDERS OF THAILAND & HONG KONG

**Validity: 01 July 2019 – 30 June 2020**



# Wonders of Thailand & Hong Kong - Itinerary

**VALIDITY: 01 JULY 2019 – 30 JUNE 2020**

**DAY 1:**

**ARRIVE BANGKOK**

**FLIGHT (NOT INCLUDED)**

After clearing customs and immigration, collect your baggage and follow the signs to exit door 6, where our representative will be waiting for you holding a placard in your name to assist and transfer you to the hotel.



Rest of the day at leisure.

**OVERNIGHT: WELL BANGKOK SUKHUMVIT 20 (SUPERIOR ROOM)**

**MEALS: NONE**

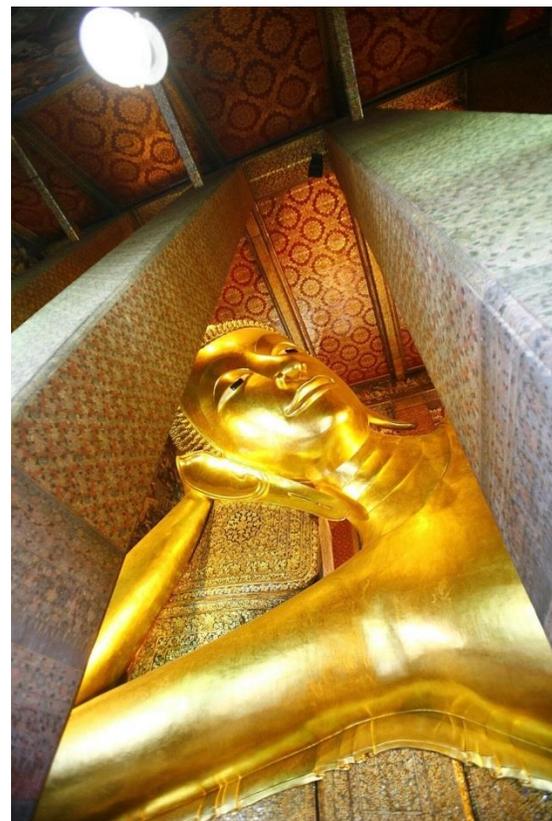
**DAY 2:**

**BANGKOK**

Breakfast at the hotel.

08:30 am meet your local guide in the hotel lobby and proceed to visit two of the most important sights of Bangkok for half day. The Reclining Buddha at Wat Pho is a giant lying Buddha, covered in gold leaf. The Grand Palace is a “must see” for every visitor to Bangkok. Located close to the banks of the Chao Phraya River (The River of Kings), the Grand Palace is the perfect example of an ancient Siamese court. Within the compound is the Temple of The Emerald Buddha (Wat Phra Kaew), which houses Thailand most precious image of the Lord Buddha.

**Important:** Please note that you are required to wear proper attire (no bare shoulder, bare knees or strapless-heel shoes). Shoes must be removed before entering all temple buildings.



## Afternoon, proceed for Street food tour in China Town

Pick- up from your hotel lobby and transfer to The Old Siam, a traditional shopping- center with a whole floor dedicated to food. See the preparation of the food and try several dishes of dumplings, desserts and small snacks. Continue to Chinatown for a walk along the narrow streets filled with vendors and food- stalls. Taste various dishes and hear interesting stories about the food, history, culture and religion of Chinatown before returning to your hotel in the evening.



**Remark:** We do not recommend this tour on Mondays. Mondays are street cleaning days in Bangkok citywide, and many street food cart vendors take the day off, therefore less choices and less excitement.

**OVERNIGHT: WELL BANGKOK SUKHUMVIT 20 (SUPERIOR ROOM)**  
**MEALS: BREAKFAST**

### DAY 3: BANGKOK

Breakfast at the hotel.

## Cooking Class at Blue Elephant (Private roundtrip transfers with guide/ Join-in Morning Class)



**BLUE ELEPHANT**  
Royal Thai Cuisine

The Blue Elephant is an award winning restaurant that is known for exceptional Thai and Fusion cuisine. You will be picked up at your hotel and transferred to the restaurant. After having a Thai herbal welcome drink, students will discuss the 4 course meal they will prepare with the chef. After that, you will be going

to the Bang Rak morning market by skytrain. The instructor will introduce the group to fresh Thai herbs, vegetables, fruits and other products.

After arriving back at the cooking class, a theory class will be conducted where the instructor explains and demonstrates one dish at a time. Each student will receive a folder with the recipes, notes and an apron.

After theory follows practice: each student will have their own stove and wok and will be assisted by the instructor. Students will learn



and experience the culinary techniques of Thai cuisine and when the course comes to an end, the students will be presented with a “Blue Elephant Cooking School Certificate” and a cooking set as a souvenir. After that: the moment of truth, when the students can taste and enjoy their own culinary creations in a convivial Thai setting at the Blue Elephant restaurant.

Return back to the hotel by private transfer.

Duration: 4-5 hrs depending on the hotel location and traffic situation.

The rest of the day free at leisure.

**OVERNIGHT: WELL BANGKOK SUKHUMVIT 20 (SUPERIOR ROOM)**

**MEALS: BREAKFAST & DINNER**

**DAY 4: BANGKOK / CHIANG MAI FLIGHT**

Breakfast at the hotel.

Transfer to the Bangkok airport to board your flight for Chiang Mai.

Arrive Chiang Mai, proceed towards the exit gate of the airport and look for our representative holding a placard in your name to assist and transfer you to the hotel.

**Evening Khantoke dinner**

This evening, enjoy the superb Khantoke Northern Thai Dinner with charming Fon Lep (fingers dance), Sword Dance, Fon Thien (candle dance), Ramwong which all guests will be invited to participate. Also there is special hill tribe show performed by Akha, Yao, Lahu, Meo, Lishaw and Karen Tribes.



**OVERNIGHT: MOVENPICK SURIWONGSE HOTEL CHIANG MAI (SUPERIOR ROOM)**

**MEALS: BREAKFAST & DINNER**

**DAY 5: CHIANG MAI**

Breakfast at the hotel.

**Cooking class at Baan Hong Nual (Private transfers / join - in activity)**

Today you will go to a Lanna style school located in a countryside village, just 15 minutes from the city of Chiang Mai. The school offers lessons on how to cook delicious Thai food, Thai sweets, fruit carving, and presentation. When cooking Thai food, various local spices that enhance your health and physical well-being are used as ingredients. It's the ideal school to learn how to cook Thai food to preserve it for generations to come. The atmosphere surrounding the school is filled with warmth, sympathy, and helpfulness, all representing ancient, traditional Lanna custom and culture.



**OVERNIGHT : MOVENPICK SURIWONGSE HOTEL CHIANG MAI (SUPERIOR ROOM)**  
**MEALS: BREAKFAST & LUNCH**

**DAY 6: CHIANG MAI**

Breakfast at the hotel.

**Elephant Sanctuary (Private Transfers/ Join – in Activity)**

Pick up from your hotel by local 4WD Truck. Drive approximately 1.5 hours outside of Chiang Mai through rural landscapes, agricultural areas, and forested hills. Arrive at the village. Meet your guide and walk for 10-15 minutes through the village to the Elephant Jungle Sanctuary. Change into traditional clothing. Enjoy an introductory lesson about elephant anatomy, history, and behavior. Meet the elephants. Feed, interact, and play with the elephants in their natural home as you learn about their behavior and history.

Take photos with the elephants.



Enjoy a lunch of traditional Thai food and fresh fruit. Walk with the elephants to the river. Bathe and brush the elephants.

Join the elephants for a therapeutic mud spa. Swim in the river and take photos with the elephants. Change clothes and walk for 10-15 minutes through the village.

Leave the Sanctuary and return to Chiang Mai.

**OVERNIGHT: MOVENPICK SURIWONGSE HOTEL CHIANG MAI (SUPERIOR ROOM)**  
**MEALS: BREAKFAST & LUNCH**

## DAY 7: CHIANG MAI

Breakfast at the hotel.

### **Doi Suthep with City Temples and Local market by Trishaw**

Drive to visit the mountain temple Wat Doi Suthep, which is situated on a hill, 1050 m high. On clear days, you will enjoy a fantastic view over the town and the province. Then drive back to old town area then change vehicle to Trishaw. Drive through the most historic areas of Chiang Mai, Visit Wat Phrasing which houses the beautiful Lai Kham Chapel with its exquisite wood carving and northern style murals.



Afterwards visit Wat Chedi Luang, containing an enormous Pagoda, which was partially destroyed by an earthquake in 1545.

Continue on to visit real local life of Chiang Mai. Muang Mai market. Much of the food has come straight from the farm and in some parts of the market the farmers sell their wares direct from the back of their vehicles.

Afternoon at leisure.

### **Street food market tour with Dinner**

Pick up from the hotel in the evening then drive to Chang Puek Gate market. See the real local street food market included Thai and Northern Thai food. Try to choose one of variety of food for yourself. Our guide will assist you for choosing the food. You will have chance to



try Thai dessert also.

**OVERNIGHT: MOVENPICK SURIWONGSE HOTEL CHIANG MAI (SUPERIOR ROOM)**  
**MEALS: BREAKFAST & DINNER**

**DAY 8: CHIANG MAI / CHIANG RAI**

Breakfast at the hotel.

By vehicle from Chiang Mai to Chiang Rai with sightseeing en-route.

Transfer to Chiang Rai en-route visit Hot Spring Baan Pong Nam Ron. Wat Rong Khun; the white temple.



Arrive Chiang Rai for lunch.

After lunch explore Chiang Rai town with a visit to the local temple and market.



**OVERNIGHT: LEGEND CHIANG RAI (SUPERIOR STUDIO ROOM)**  
**MEALS: BREAKFAST & LUNCH**

**DAY 9: CHIANG RAI**

Breakfast at the hotel.

Start your excursion to the Golden Triangle area where the mighty Mae Khong River joining the Ruak River and forming the triangle with the borders of Thailand, Burma, and Laos convene. Take a long tail boat trip to view the splendor of the mighty Mae Khong River. A stop is made at an island on Mae Khong River in Laos territory to visit a Laotian village. Lunch will be provided at local restaurant.



Visit Opium Museum, a small museum with historical displays pertaining to opium culture include all the various implements used in the planting, harvest and all information about how dangerous of opium. Then continue on to the old city of Chiang Saen (A.D.1260) on the steep banks of Mae Khong River opposite to Laos, to witness some magnificent ancient ruins and temples.

Rest of the day at leisure.

**OVERNIGHT: LEGEND CHIANG RAI (SUPERIOR STUDIO ROOM)**  
**MEALS: BREAKFAST & LUNCH**

**DAY 10: CHIANG RAI / HONG KONG FLIGHT (NOT INCLUDED)**

Breakfast at the hotel.

Transfer to the Chiang Rai airport to board your flight for Hong Kong

Arrive in Hong Kong, clear immigration and customs. Proceed towards the shuttle bus counter and board your seat in coach shared service to the hotel.

Rest of the day at leisure.



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

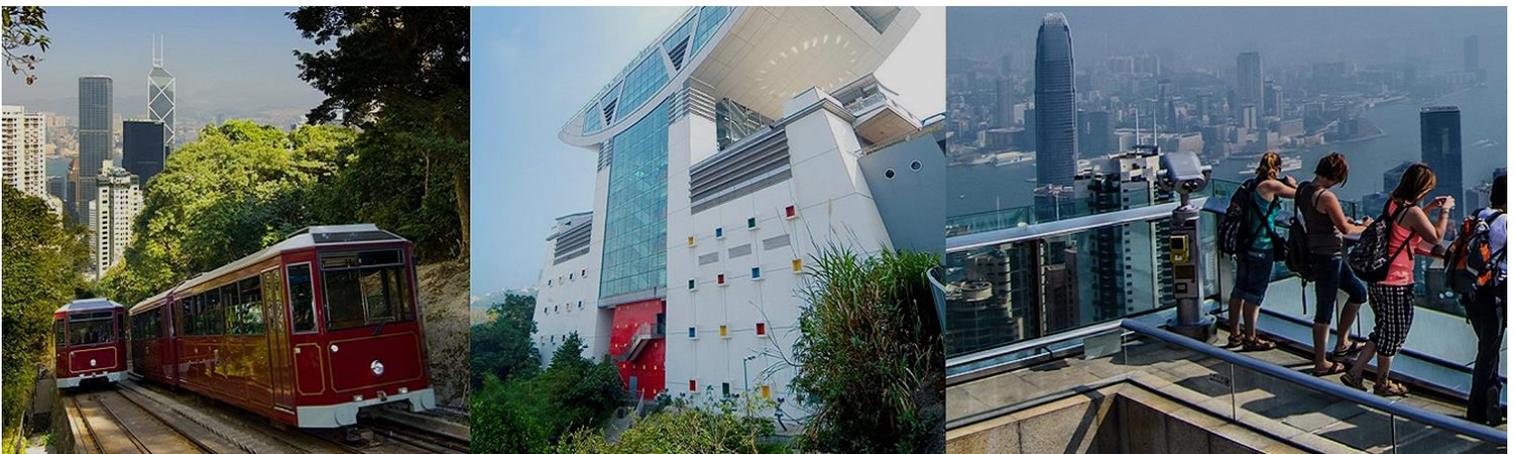
**MEALS: BREAKFAST**

## DAY 11: HONG KONG

Breakfast at the hotel.

08:30 am pick up from the hotel lobby and proceed for a half day sightseeing tour by seat in coach shared services. 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 Jewellery factory and shopping outlet.

**\*\* The tram is scheduled to undergo renovation and may not operate at the time of your tour. In this case the tour will be conducted by coach\*\*.**



Rest of the day at leisure.

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

**MEALS: BREAKFAST**

**DAY 12: HONG KONG**

Breakfast at the hotel.

Full day at leisure.

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

**MEALS: BREAKFAST**

**DAY 13: DEPART HONG KONG FLIGHT (NOT INCLUDED)**

Breakfast at the hotel.

12:00 noon check out of the hotel and transfer to the airport to board your onward flight by seat in coach shared services.

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

**Please note:**

- Some black-out dates will apply
- Changes in the program may occur due to weather or other circumstances beyond our control
- Hotel check in time 1500 hrs/check out 12:00 noon
- Check in time for domestic flights 1 ½ hrs and international flights 3 hrs prior to departure

**INCLUDED:**

- Accommodation at the hotels mentioned above or similar to include currently applicable taxes
- Daily breakfast (ABF or CBF)
- Other meals if stated (drinks excluded)
- Transportation by standard private air conditioned vehicles or seat in coach shared services per itinerary
- Other transportation (i.e. boat etc.) if stated by standard join in class
- English speaking local tour guides for sightseeing only
- Program as per itinerary
- All entrance fees per itinerary
- Economy class airfare on domestic sector: Bangkok / Chiang Mai only

## NOT INCLUDED:

- Airfare and airfare taxes on international sectors
- Personal expenses like baggage portorage at airports/hotels, tips, gratuities, laundry, drinks, telephone calls, etc.
- Visa Fees (if applicable )
- Optional tours
- Peak or festive surcharge (if applicable)
- Any item not mentioned above

## CONTACT INFORMATION: SHERNAZ



### TOURCAN VACATIONS

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Toronto, Ontario M2M 3V3, CANADA

**Tel:** 416 391 0334 | **Toll Free:** 1800 263 2995

**Fax:** 416 391 0986  ONTARIO REG. #2679578

**Emergency Cell Number:** 416 301 9328

## TERMS & CONDITIONS:

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

### 1. PRICE INCLUDES:

**Meeting/Assistance/Transfers/Portorage:** 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.