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# SKYSAFARI KENYA - ABOVE AND BEYOND

10 Days / 9 Nights

VISITING: Nairobi, Amboseli National Park, Loisaba Conservancy, Masai Mara





# 10 Day Luxury Air Safari

# Nairobi • Amboseli • Loisaba • Masai Mara



# **THE ADVENTURE AT A GLANCE**

DAY 1:	• Land in Nairobi, where we'll fast-track you through Jomo
Ναιγοβι	Kenyatta International Airport and deliver you quickly to
	Hemingways Nairobi Hotel
	Dinner at Hemingways Nairobi
	Accommodation: Hemingways
DAY 2:	Breakfast and briefing at hotel by SkySafari representative
NAIROBI &	• SkySafari private ground transfer to Nairobi – Wilson Airport
Amboseli National Park	SkySafari flight to Amboseli National Park
	• Lunch at camp
	Afternoon game drive
	• Dinner at camp
	Accommodation: Elewana Tortilis Camp
Day 3:	• Early morning game drive
AMBOSELI NATIONAL PARK	Bush breakfast
	• Lunch at camp
	• Walking safari
	• Scenic sundowners in the bush
	• Private dinner at camp
	Accommodation: Elewana Tortilis Camp
Day 4:	Breakfast at camp
Amboseli National Park &	Morning game drive
LOISABA CONSERVANCY, LAIKIPIA	Departure to Amboseli airstrip
	SkySafari flight to Loisaba Conservancy
	• VIP welcome and briefing about conservancy
	Game drive en-route to Loisaba Tented Camp
	• Arrive at camp in time for lunch
	Afternoon game drive
	• Dinner at camp
	Accommodation: Elewana Loisaba Tented Camp
Day 5:	Walking Safari with traditional Samburu guides
LOISABA CONSERVANCY, LAIKIPIA	• Return to camp for breakfast
	• Lunch at camp
	• Afternoon - choice of game drive or visit with the anti-
	poaching sniffer dog team
	Sundowners in the bush
	• Dinner under the stars at camp
	Accommodation: Elewana Loisaba Tented Camp
Day 6:	Morning - choice of game drive, horse/camel-back exploration
LOISABA CONSERVANCY, LAIKIPIA	or bush running/ trekking

	Breakfast in the bush
	• Spa treatment
	• Lunch at camp
	Afternoon game drive
	• Dinner at camp
	Accommodation: Elewana Loisaba Star Beds or Elewana Loisaba
	Tented Camp
DAY 7:	Breakfast at camp
LOISABA CONSERVANCY, LAIKIPIA &	Game drive en-route to Loisaba airstrip
MASAI MARA NATIONAL RESERVE	<ul> <li>SkySafari flight to the world famous Masai Mara</li> </ul>
	Game drive en-route to Sand River Masai Mara Camp
	Lunch at camp
	Afternoon game drive
	Sundowners in the bush
	• Dinner at camp
	Accommodation: Elewana Sand River Masai Mara
DAY 8:	Early breakfast at camp
MASAI MARA NATIONAL RESERVE	• Full day game drive
	Picnic hamper lunch served in the bush
	Masai village visit
	• Dinner under the stars at camp
	Accommodation: Elewana Sand River Masai Mara
DAY 9:	• Early morning game drive
MASAI MARA NATIONAL RESERVE	Bush breakfast
	Lunch at camp
	Afternoon game drive
	• Sundowners in the bush
	• Farewell dinner under the stars at camp
	Accommodation: Elewana Sand River Masai Mara
DAY 10:	Breakfast at camp
Masai Mara National Reserve &	Transfer back to Keekorok airstrip
Ναικοβι	• SkySafari flight to Wilson Airport, Nairobi
	SkySafari private ground transfer to Hemingways Nairobi
	Hotel for the afternoon where a day room will be available
	SkySafari private ground transfer to Jomo Kenyatta
	International Airport for outbound flight

# DAY 1: ARRIVE NAIROBI

There's no other capital quite like Nairobi a city where giraffe and zebra roam right in the city limits. The hubbub can seem overwhelming, but we'll ease your arrival, fast-tracking you from airport to Hemingways, an enclave of sophisticated calm. This five-star all-suite retreat sits at the foot of the Ngong Hills, in extensive bird-flittered gardens; it's the perfect spot for sinking into holiday mode, enjoying a delicious dinner, toasting the start of your SkySafari with a cocktail or two.

**OVERNIGHT: HEMINGWAYS, NAIROBI** 

# DAY 2: NAIROBI - AMBOSELI NATIONAL PARK

Rise and shine: it's your first morning in Africa.

Your butler will know how you like your tea and, after breakfast, we'll drive you right onto the runway for your SkySafari flight, direct to Amboseli National Park.

In no time you'll be kicking back at Elewana Tortilis Camp, eating lunch in the shadow of Mount Kilimanjaro: unlike most Amboseli lodges, which are in the middle of the park, Gold Eco-rated Tortilis is set away from the rest, on the pristine southwest border, with the best mountain views and full access to both Amboseli and an exclusive private conservancy. Tortilis has been key in developing community-owned conservancies, where land outside national parks is secured for wildlife preservation. It's beneficial for animals and local people, and for you too – encounters with big game here tend to be higher quality, more frequent, more electrifying.



Also, few other travellers explore this area – when you head out on your afternoon game drive, you're unlikely to see anyone else, just prolific wildlife: from huge herds of habituated elephant (Tortilis' guides know all the elephant families and their histories) to cape buffalo and hyena, giraffe and zebra, and over 600 species of birds.

Discuss the late-afternoon's action over a delicious dinner back at camp, before a night in your luxe tent, sleeping soundly in the bush.

**OVERNIGHT: ELEWANA TORTILIS CAMP** 

# DAY 3: AMBOSELI NATIONAL PARK

Be prepared: your alarm will ring rudely early.

But it's worth the 5am wake-up to get out for that morning game drive when the plains are a-stir, the animals most active, the big cats returning from a night on the hunt. These are also the golden hours for photographers, as dawn light rose-tints the savannah and Kilimanjaro is most likely to be free of cloud. After a wild start, enjoy a lavish bush breakfast, served out amid the acacia trees.

There's time to relax back at camp – with a swim, a massage, a good book in the sun – before a buffet lunch. Then prepare for your most intimate encounter with the bush: local guides, who know almost every blade grass, will lead you on a walking safari; you'll follow animal tracks, taste bush herbs, revel in the tiny details, perhaps encounter something larger... It's a fresh, thrilling perspective.

As the day draws to a close, raise a classic African Sundowner. Nothing says safari like an ice-cool G&T, sipped as the sun disappears, before a private dinner under the stars.

**OVERNIGHT: ELEWANA TORTILIS CAMP** 



DAY 4: AMBOSELI NATIONAL PARK - LOISABA CONSERVANCY, LAIKIPIA

Breakfast will never be the same again, now you've eaten it with Kilimanjaro looming beyond the coffee cups.

Take it all in, before venturing out in the camp's custom-designed 4WDs for one last game drive – one last chance to see Amboseli's big cats, big herds, big drama. Then we'll whisk you to the airstrip for a seamless and spectacular flight to Loisaba Conservancy on the Laikipia Plateau. With the second-highest density of wildlife in the country and a ground-breaking attitude to conservation, this is one of the most exciting destinations in Kenya.

You'll be met like a VIP and plunged right into the action: the transfer from airstrip to Loisaba Tented Camp doubles as a game drive. Laikipia is one of only a few places in Africa where wildlife numbers are on the increase, and a huge array of animals – from the Big Five to endangered Grevy's zebra – might be spotted.

Gold Eco-rated Loisaba Tented Camp sits perched on the edge of an escarpment, with unhindered views over rolling river valleys, rich forests and open plains to



Mt Kenya. Intimate and elegant in design, the camp is also a hub for cutting-edge conservation. Find out more over drinks and dinner, before retiring to your tent, where floor-to-ceiling windows invite the outside in and the night sky views are unmatched.

# **OVERNIGHT: LOISABA TENTED CAMP**

# DAY 5: LOISABA CONSERVANCY, LAIKIPIA

There's nothing quite like stepping out into the wilderness at dawn

The cool, the colours, the frisson of being at one with the wilderness... A Samburu guide will lead you on an early walk, so you can watch, smell, feel the bush wake up. Take breakfast back at camp, then enjoy some down time, relaxing on the decking or dipping in one of Africa's most astonishing infinity pools.

After lunch, the choice is yours. Head out on a game drive for more marvellous wildlife-spotting – rarities like patas monkey, reticulated giraffe or wild dog might be seen. Try casting a line in Loisaba's great rivers. Or pay a visit to the conservancy headquarters to meet the sniffer dogs and the anti-poaching team to find out how they safeguard the wilderness.

End the day the only way: with Sundowners as the sun sinks and dinner under the stars.

# **OVERNIGHT: LOISABA TENTED CAMP**





#### DAY 6: LOISABA CONSERVANCY, LAIKIPIA

You'll have no trouble getting out of bed this morning, regardless of the early hour.

You get to choose how your day begins. Another game drive, perhaps? Or how about a bush walk – or run – with your Samburu guide? Or maybe an outing on horse or camel back – an exhilarating way to get unusually close to wild animals. Whatever activity you pick, follow it up with breakfast in the bush and a rejuvenating pamper in the spa.



Linger over lunch on the deck before your final afternoon game drive: Loisaba is an important migration area for Laikipia's huge elephant population, so excellent sightings are frequent; unusual species such as greater kudu and beisa oryx are found here too.

Tonight, you could choose something rather special. Poised on a rocky kopje, Elewana Loisaba Star Beds – sister property to the Tented Camp – offers the chance to sleep outside in style. Roll your rustic four-poster out onto the verandah, lay back and look up at the endless, unpolluted, star-spangled African sky.

#### **OVERNIGHT: LOISABA TENTED CAMP**

# **Optional (Supplement cost & weather dependant) - Elewana Loisaba Star Beds**

The ultimate night's sleep? It's tough to imagine anywhere more magical to drift off than Elewana Loisaba Star Beds. The Loisaba Conservancy, an exemplar of cutting-edge conservation on the wild Laikipia Plateau, is already a very special safari destination: it has ravishing views stretching to Mt Kenya and a rich abundance of animals – Laikipia is one of only a few places in Africa where wildlife numbers are increasing. It also offers an exciting array of different ways of experiencing the wilderness, from game drives and bush walks to camel rides, mountain-



biking, horse trekking and Samburu-guided runs. But Star Beds adds something extra. Sister property to Loisaba Tented Camp, Star Beds comprises just four rooms, each with a four-poster that can be wheeled out onto a panoramic veranda overlooking a rippling valley and a permanent waterhole, to allow sophisticated sleeping under the most glittering canopy of stars.

#### DAY 7: LOISABA CONSERVANCY, LAIKIPIA - MASAI MARA NATIONAL RESERVE

If you can bear to leave your bed in the bush, tuck into breakfast and scour this astonishing wilderness one last time on your game-drive ride to Loisaba's airstrip. Then hop aboard your SkySafari flight and prepare to touch down in an African icon: the matchless Masai Mara.

Your ride from the airstrip to Sand River Masai Mara Camp, a secluded spot in the southern area of reserve, is your first game drive: don't be surprised if you meet most of the Big Five before lunch. Even if you don't, your afternoon game drive might oblige: these acacia-dotted plains are dense with game. Keep your eyes peeled for lion, leopard and cheetah, hyena, giraffe and elephant, and 500-plus species of bird.



Raising a classic Sundowner in this classic tranche of wilderness is the perfect way to toast the day. Returning to Sand River Masai Mara is the icing on the cake – there are few more elegant places to stay than this camp, which oozes 1920s glamour. The Condé Nast Traveller Readers' Choice Awards 2020 named it one of the 50 Best Resorts in the World and seventh best in Africa.

#### **OVERNIGHT: SAND RIVER MASAI MARA CAMP**

#### DAY 8: MASAI MARA NATIONAL RESERVE

Nowhere in Africa is wildlife more abundant than the Masai Mara National Reserve

You'll know by now the benefits of an early start: after a dawn breakfast, set off with a packed picnic hamper for a full day's game drive, so you can delve deeper into the reserve. Nowhere in Africa is wildlife more abundant. And while the seasonal migration of two million wildebeest, zebra and gazelle crossing from the Serengeti is one of Mother Nature's greatest spectacles, the profusion





of wildlife in the Mara – from 450 species of bird to the Big Five – makes it one of the best safari spots year round.

The area is culturally fascinating too. Much of the Greater Mara-Serengeti Ecosystem falls under the ownership of Masai communities, and a village visit – to see traditional Maasai homes and rituals,

or even (for the kids) to try warrior training – makes for an eye-opening afternoon. There's also the chance to visit a local school supported by Land & Life Foundation so you can see its work in action.

Of course, you might enjoy your best sightings without going anywhere at all. The Sand River Masai Mara, overlooking its namesake river, sits right on the annual migration route, so the drama may play out just beyond your verandah.



# **OVERNIGHT: SAND RIVER MASAI MARA CAMP**

# DAY 9: MASAI MARA NATIONAL RESERVE

This morning's game drive will seek out big cats and small birds, roaming wildebeest and rare black rhino.



Another day, another wonderful dawn wake-up. This morning's game drive will seek out big cats and small birds, roaming wildebeest and rare black rhino – the Mara is a stronghold for these increasingly rare creatures. Watch the sun rise over the peaceful plains; tuck into breakfast in the bush.

By now you'll be at one with the rhythms of the wilderness. You'll be used to rising early, and then dozing before lunch, eating while watching the comings and goings by the riverbank, then setting out on an afternoon drive. You'll have seen so much, though there's always more – and the camp's expert guides will ensure you don't miss a thing.

After a Sundowner in the bush, return to base for the most dazzling of endings: a private table, set up in the wilderness, for dinner under the stars.

# DAY 10: MASAI MARA NATIONAL RESERVE – NAIROBI / DEPART KENYA

Enjoy your last few hours, gazing out from camp across the watercourse and riverine forest.

Enjoy your last few hours, gazing out from camp across the watercourse and riverine forest, looking out for breakfasting beasts and birds, before driving back to the airstrip for your final SkySafari flight to Nairobi. Rather than hang around the airport, we'll deliver you to the tranquillity of Hemingways, where you can freshen up in a day room and enjoy that last ice-cold Tusker before flying home.

# **END OF SERVICES**

# **INCLUSIONS:**

- The Nairobi overnight is at Hemingways on Halfboard, drinks\* included
- All domestic flights in SkySafari's executive aircraft or similar
- All statutory taxes for the flights mentioned above
- Full board accommodation, drinks\* and laundry services at Amboseli Tortilis Camp 2 nights, Loisaba Tented Camp (Loisaba Star Beds) - 3 nights, Sand River Masai Mara Camp - 3 nights
- Shared daytime game drives in specially adapted 4x4 game drive vehicles
- Services of an English-speaking driver-guide
- Safari activities such as: bush breakfast, walking safari, scenic sundowners, spa treatment, nature walk, authentic Masai village visit, farewell dinner
- All transfers, including to / from Jomo Kenyatta International Airport
- Medical Emergency Evacuation Insurance
- VIP fast track at Jomo Kenyatta International Airport
- TIP included for porters, driver/guides & lodge/camp staff

\* Drinks include: mineral water, soft drinks, juices, tea/coffee, beer, house wines, selected spirits

#### **EXCLUSIONS:**

- Visas (currently US\$ 50 per person for all National Except USA US\$ 100.00)
- Inoculations and personal insurance Flying Doctor fees and Medical evacuation services
- All International & Local flights
- Optional activities and excursions
- Premium drinks like champagne and brandies

# Important information:

1. You need a visa to enter Kenya. This maybe be obtained online: https://immigration.ecitizen.go.ke/index.php?id=5

2. Your passport must be valid for six month after your date of arrival and ensure you have at least 3 blank pages for immigration.

3. Visit your health clinic or doctor to determine if any inoculations are required.

4. Yellow fever vaccine & Anti-malaria protection may be required. Consult your health clinic or doctor.

- 5. Travel Insurance is essential
- 6. Plastic bags of any kind are not allowed in Kenya
- 7. The maximum baggage allowance on the domestic flights is 15kgs in soft sided bags.

# **CONTACT INFORMATION:**



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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 nonrefundable, 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 reschedule 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.

**26.** I understand that the Quarantine Act is in place by the Government of Canada, which is subject to change or to be extended at any time. This requires me to legally self-isolate for 14 days upon re-entering Canada, unless participating in a Government authorized Rapid Test Project (which is subject to its own rules). I also understand that entry requirements for the country I am travelling to may change at any time without notice and it is my sole responsibility to inform myself of such requirements. Entry requirements may also include providing proof of a negative COVID-19 test upon arrival.

For travel arrangements including a flight, I understand that the airlines and Government regulatory bodies (including Transport Canada) have put measures in place to determine whether I am able to fly. If I am denied boarding, I understand that all expenses will be solely mine to incur with no refunds or credits offered by the Travel Agency, Airline or Travel Operator(s).

I understand that I may be asked the following while travelling abroad from government officials, immigration, airlines, hotels and other travel operators:

a. Asked to confirm that I have been advised that the carrier may impose COVID-related measures, and I agree to comply.

b. Asked Covid questions such as if I have a cough/fever/runny nose, breathing problems, or been denied boarding within the past 14 days, or been subject to a mandatory quarantine order.

c. I may be scrutinized for symptoms such as fever/cough/runny nose, breathing problems, and denied boarding if any are perceived, regardless the answers given to the questions.

d. I am obliged to wear a face covering when boarding, flying and disembarking (subject to some exceptions, e.g., when eating), and comply with instructions from a gate agent or cabin crew, failing which I can be denied boarding and/or subject to a fine.

If flying into Canada, my temperature will be taken by the carrier unless in possession of a medical certificate attesting that the elevated temperature is due to something other than COVID.

I understand that any denied services due to failure to comply with carrier or operator rules and any expenses I incur due to a result of denied services are solely my own expense and I will not hold my Travel Agency or travel specialist financially or legally responsible.

I confirm that I have reviewed all travel restrictions and notices put forth by the Government of Canada as found on https://travel.gc.ca/ [travel.gc.ca] and understand that the restrictions can change at any time.

I understand that as of November 21, 2020 it is mandatory to participate in the ArriveCAN program when returning to Canada:

As part of Canada's efforts to reduce the spread of COVID-19, air travellers must provide travel and contact information, their quarantine plan, and a COVID-19 symptom self-assessment digitally using ArriveCAN before they board their flight to Canada. Land or marine travellers are also strongly encouraged to use ArriveCAN to reduce processing time at the Canadian border and limit points of contact between travellers and officials.

Travellers are also required to provide certain information within 48 hours of entering Canada. Certain exemptions apply for exempt travellers. See Canada.ca/ArriveCAN [canada.ca] for more details.

I also understand that I am subject to the local laws and restrictions put forth by the Government officials in any and all countries that I am visiting during these travel arrangements and they are subject to change at any time.