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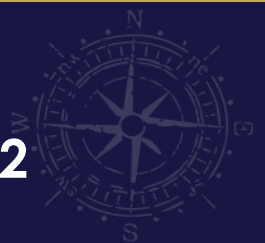
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## CLASSIC NAMIBIA

**14 DAYS / 13 NIGHTS**

**Valid for travel between Jan & Oct 2022**



## CLASSIC NAMIBIA

**VISITING: WINDHOEK - KALAHARI DESERT - FISH RIVER CANYON - LUDERITZ - SWAKOPMUND - NAMIB DESERT - DAMARALAND - ETOSHA NATIONAL PARK**

### DAY 1: SATURDAY ARRIVAL IN WINDHOEK

Welcome to Namibia! I hope you had a pleasant flight and that you are looking forward to your Namibian adventure which lies ahead. Upon arrival at the airport our representative will meet you with a welcome sign with your name on the board and transfer you to your Hotel. On arrival you will check in and the rest of the day is at leisure. Windhoek is a cosmopolitan melting pot of European architecture with African culture, with a variety of good restaurants to choose from.



**Overnight: Olive Grove Guest House or similar**

### DAY 2: SUNDAY WINDHOEK - KALAHARI DESERT

Leaving Windhoek, we travel into the largest sand mass on Earth, the Kalahari Desert. The Kalahari is a vast semi desert of wind-blown sand held by a sparse mantle of thorn scrub making it the largest continuous stretch of sand covering 9 African countries. Unlike other true deserts, the Kalahari does receive erratic rainfall. For many therefore “thirstland” is a more fitting description. Lacking permanent surface water, the Kalahari is a challenging place to live except for those who have adapted to not only survive but flourish here. The Bushmen refer to it as the “Soul of the World”, an emotive description for this area! With its deep red sand dunes and endless grass plains interspersed with acacia’s and shrubs, it is still home to a surprising large amount of specially adapted wildlife. Enjoy the opportunity to experience the red dunes, wildlife and plants, in this desert environment on a **Sundowner nature drive**.

**Overnight: Intu Africa Camelthorn Lodge or similar**

**Meal: Breakfast & Dinner**





### DAY 3: MONDAY KALAHARI DESERT - FISH RIVER CANYON

We continue south through arid and extensive rocky plains. Visiting the unique Garas quiver tree forest you are welcomed by quirky man-made sculptures of scrap metal which set a contrast to this serene, timeless space with Quiver trees and aloes nestled amongst huge dolerite boulders, stacked in a mysterious way, the area is also aptly referred to as “Giant’s Playground”. We continue to our lodge, situated in close vicinity to the Fish River Canyon. Here we can explore the area on foot or on an **optional guided nature drive** in the later afternoon highlighting the Quiver trees, rugged landscape and impressive sweeping rock formations.

**Overnight: Cañon Village or similar**

**Meal: Breakfast & Dinner**



### DAY 4: TUESDAY FISH RIVER CANYON - LÜDERITZ



Our morning starts on the edge of the Fish River Canyon where we gaze into this magnificent geological phenomenon. The Fish River Canyon is located in the northern part of the Nama Karoo and is the second largest canyon on earth, featuring a gigantic ravine that measures in total about 160 km long, up to 27 km wide and in places almost 550 meters deep. The Fish River is the longest

interior river found in Namibia, but its current flow is just a drop compared with the immense volume of water that poured down its length in ages past. We continue our journey past the Naute dam, where we shortly stop at the Naute Kristall Cellar and Distillery, to optionally taste some of the unique liquors (own account) or simply enjoy a delicious cup of coffee. Proceeding onwards we head towards the coastal town of Lüderitz. On the way to Lüderitz we stop at Garub, viewing point for the Wild Horses of the Namib Desert. Arriving in Lüderitz, we recommend a stop at the Diaz Café for an optional fresh and delicious seafood snack before heading out along the “Große Bucht” towards Diaz Point. Your hosts for the evening will have you enjoying a typical Namibian homestay feeling and atmosphere.

**Overnight: Obelix Guesthouse or similar**

**Meal: Breakfast & Dinner**

#### DAY 5: WEDNESDAY LÜDERITZ - NAMIB DESERT

Our morning starts with a visit to Kolmanskop ghost town. Kolmanskop is a deserted Diamond Mining Town in the Sperrgebiet National Park. Once an opulent and decadent town, a monument to the Diamond boom and built to last...until the diamonds ran out. Today Kolmanskop stands as a haunting monument to the thriving past, offering visitor's unique photo motives into a bygone era.



The journey continues across vast open plains, stopping for an optional light lunch in the small town of Helmeringhausen before heading further north along with the Tiras Mountain range to our lodge in the Namib Desert.

The lodge is located close to Sesriem the gateway to Sossusvlei, Dead Vlei and Sesriem Canyon, with some of the highest dunes on Earth towering over the white desert plains.

The afternoon can be spent relaxing at the sparkling pool, enjoying the vast open desert plains, or taking part in optional activities offered at the lodge.



**Overnight: Elegant Desert Lodge or similar**

**Meal: Breakfast & Dinner**



## DAY 6: THURSDAY NAMIB DESERT



The morning demands an early start. Entering the Namib Naukluft National Park with sunrise, the first rays of sunlight paint the mountains of sand into a variety of apricot, red and orange, contrasted against a crisp blue skyline, enrapturing our senses, and providing an opportunity to capture this awesome landscape on film. You will be captivated by the surreal Deadvlei surrounded by some of the highest dunes on earth and Sossusvlei, where the dry Tsauchab River ends abruptly amongst dunes. Take the opportunity to walk up one of these majestic dunes to admire the desert landscape beneath. Thereafter we visit the Sesriem Canyon, a life sustaining natural phenomenon in the heart of the Namib Desert.

**Overnight: Elegant Desert Lodge or similar**

**Meal: Breakfast & Dinner**

## DAY 7: FRIDAY NAMIB DESERT - SWAKOPMUND

After breakfast we continue our journey approaching the little settlement of Solitaire on the edge of the Namib Naukluft National Park, feeling like you have arrived in the middle of nowhere. Here it is worthwhile to enjoy a cup of coffee with the delightful apple-pie written about in so many travel books before travelling via the desolate, rolling hills of the Kuiseb Valley towards the Atlantic Ocean.

Reaching the coastal harbor town of Walvis Bay, we visit the shallow lagoon, one of the most important wetland areas on the African continent and a RAMSAR World Heritage Site. Over 80% of the African flamingos feed in this lagoon and present a breath-taking picture when they appear in groups. Continuing along the scenic route between the dune belt and the Atlantic Ocean we reach Swakopmund, where the rest of the day is spent at leisure. With palm-lined streets and seaside promenades,



Swakopmund is a popular holiday destination in Namibia. Its pleasant summer climate and long stretched beaches attract anglers and surfers from all over Southern Africa.

**Overnight: Hansa Hotel or similar**

**Meal: Breakfast**

## DAY 8: SATURDAY SWAKOPMUND

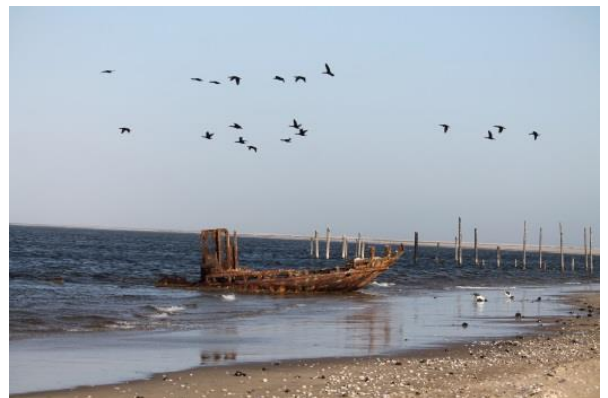
Today you will be picked from your hotel for the Marine Cruise.

This tour via catamaran cruise takes you along the enigmatic shores of the Atlantic Ocean near Walvis Bay. You see Pelican Point, the tip of the sandbank that forms the bay that inspired German, British and South African occupation. Cape Fur Seals from a nearby colony play around the boats and pelicans fly alongside, offering great photographic opportunities. Depart from the Walvis Bay Yacht Club and continue into the beautiful bay area, which holds more splendour than can at first be seen – a shipwreck, lighthouse, oyster platforms, different bird species, seals and an abundance of marine life.

In the Bay Area, the catamaran will move alongside the oyster platforms. Your guide will share more information with you about locally cultivated Walvis Bay oysters. Included in the tour is the tasting of these delicacies. The journey proceeds to the Pelican Point to get a closer look at the lighthouse. The old supply railway spools can still be seen from the years when the lighthouse was occupied by the coast guards. Three different types of dolphins may be encountered, namely the heavy side dolphins (endemic to the Namibian coast), dusky dolphins and Atlantic bottlenose dolphins. In season (July-November), the larger mammals, like the southern right whale and the humpback whales, may be spotted, and with a bit of extra-special luck, the mighty killer whales (orcas) might make an appearance. Look out for sightings of the mola mola (sunfish) and the leatherback turtles. All this can be experienced while comfortably relaxing in the saloon, on the trampolines or on deck, whilst enjoying a glass of Sparkling Wine and delicious snacks. Return to your hotel this afternoon.

**Overnight: Hansa Hotel or similar**

**Meal: Breakfast**





### DAY 9: SUNDAY SWAKOPMUND - DAMARALAND

Today we first head east into the Erongo Mountain range to stretch our legs on a short informative bush walk with local Bushmen, whereby we listen to stories of the bushman culture, traditions and see some of their desert survival skills. Returning from the walk our journey continues through Uis past the Brandberg, Namibia's highest mountain (2.579m), into the Damaraland, one of the least populated and most geologically diverse areas in Africa. This harsh, rocky environment is home to the elusive desert elephant, the black rhino and free-roaming antelope species. We arrive at our lodge in the afternoon, where we have the remaining day at leisure.

**Overnight: Damara Mopane Lodge or similar**

**Meal: Breakfast & Dinner**

### DAY 10: MONDAY SWAKOPMUND - ETOSHA NATIONAL PARK

During the cooler hours of the morning we start our adventure filled day in the company of a local Damara guide, who takes us to Twyfelfontein, a UNESCO heritage site where Bushman communities engraved and painted over 2.500 pictures some 6.000 years ago! After a visit to the nearby Living Museum of the Damara, we proceed to the Petrified Forest - a geological phenomenon depicting the creation and metamorphosis of wood into stone amongst some of the oldest landmasses on Earth. Here we also see the Welwitschia mirabilis plant – the oldest living desert plant on Earth. Our onward journey takes us to the wildlife heaven of Namibia - the Etosha National Park. We check into our lodge located on the border of the Etosha National Park and can unwind after the adventure filled day alongside the pool.



**Overnight: Etosha Safari Camp or similar**

**Meal: Breakfast & Dinner**



## DAY 11: TUESDAY ETOSHA NATIONAL PARK

The day is devoted purely to the abundant wildlife found in the Etosha National Park, which surrounds a parched salt desert known as the Etosha Pan. The park is home to 4 of the Big Five - elephant, lion, leopard and rhino. The Park was proclaimed as Namibia's first conservation area in 1907 by the then Governor, von Lindequist. Despite the size of the Etosha National Park, only the southern edge of the pan is accessible to visitors. Game viewing in the park is largely



focussed around the waterholes, some of which are spring fed and some supplied from a borehole, ideal places to sit and watch over 114 different game species, or for an avid birder, in excess of 340 bird species. Popular game species such as giraffe, blue wildebeest, plains and mountain zebra, hyena, lion, leopard, antelopes such as kudu, oryx, eland, as well as some of the endangered species such as Black rhino, cheetah and the black-faced impala are all found here. An extensive network of roads link the over 30 water holes allowing visitors the opportunity of an extensive game viewing safari over the stretch of the park as each different area will provide different encounters.

**Overnight: Mokuti Etosha Lodge or similar**

**Meal: Breakfast & Dinner**

## DAY 12: WEDNESDAY ETOSHA NATIONAL PARK

Today your guide again takes you on a game drive in the Etosha National Park for exhilarating an open Vehicle game drive in the park. We may encounter animal species we have not seen the previous day and look forward to any new surprises at the different waterholes visited. The Etosha Pan dominates the park. This salt pan desert, which is nearly completely enclosed by the park and is lined by numerous watering holes, is roughly 130 km long and as wide as 50 km in places. During Etosha's notorious dry



spells the pan is a deathly place, lying parched and cracked under the molten African sun. It is claimed that game viewing is best during the dry spells as animals will then congregate closer to water. But even in the rainy season the park remains an abundant wildlife haven. You then have the pleasure of experiencing the rebirth of life as the young foals, cubs and chicks are seen frolicking with their parents and the sprouting new green shrubs and grasses create a pleasing green oasis. In the afternoon we travel back to our lodge, where we enjoy the rest of the evening at leisure.

**Overnight: Mokuti Etosha Lodge or similar**



## Meal: Breakfast & Dinner

### DAY 13: THURSDAY ETOSHA NATIONAL PARK - WINDHOEK

After breakfast we travel back through the centre of the country exposing bushland savannah to the capital in the centre of the country. Time permitting, en-route we may stop at the famous wood carvers market in Okahandja or the craft market in the main street in Windhoek to pick up some last minute souvenirs. You will be dropped off at your Hotel for overnight.

**Overnight: Olive Grove Guest House or similar**

**Meal: Breakfast**

### DAY 14: FRIDAY DEPART WINDHOEK

After breakfast you will be transferred to the airport for your departure flight home.

**Meal: Breakfast**

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

### INCLUSIONS:

- Accommodation as per itinerary
  - Accommodations used:
    - Olive Grove Guest House or similar -2 nights
    - Intu Africa Camelthorn Lodge or similar - 1 night
    - Cañon Village or similar - 1 night
    - Obelix Guesthouse or similar - 1 night
    - Elegant Desert Lodge or similar - 2 nights
    - Hansa Hotel or similar - 2 nights
    - Damara Mopane Lodge or similar - 1 night
    - Etosha Safari Camp or similar - 1 nights
    - Mokuti Etosha Lodge or similar -2 nights
- Meals as detailed
- Bottled water on board
- Transport in air-conditioned vehicles
- Porterage
- Entrance fees
- Sightseeing as specified

### EXCLUSIONS:

- All flights and related fees
- Travel Insurance
- Items of personal nature
- Staff gratuities
- Personal Expenses such as Drinks, Laundry, Telephone, tips to hotel staff, gratuities to Driver/Guide etc.
- Meals not mentioned in the itinerary

- **Optional activities**

## CONTACT INFORMATION:



### TOURCAN VACATIONS

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Emergency Cell Number: 416 301 9328

## TERMS & CONDITIONS

### 1. PRICE INCLUDES:

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

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

**Meals:** Meals as per itinerary.

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

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

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

### 2. PRICES DO NOT INCLUDE:

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

**Tips:** To guides, drivers and hotel personnel.

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

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

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

**5. PRICES INDICATED:** Prices quoted in our website or by reservations staff are based on double occupancy and in Canadian dollars (\$CAN), unless otherwise indicated, and are based upon the prices of service providers, exchange rate, cost of fuel, taxes and other fees in force at time of preparation of the present brochure. All prices are valid upon date of publication and are subject to change without notice. Unless the customer has paid in full, all prices may be increased at any time and for any reason. Where there is an increase in the total price of the Travel Services



after a deposit has been paid and the cumulative increase, except any increase resulting from an increase in retail sales tax or federal goods and services tax, is more 7 per cent the customer has the right to cancel the contract and obtain full refund.

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

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

**8. PAYMENT BY CREDIT CARD:**

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

**9. CHARGES FOR CHANGES:** Any changes to a reservation will be subject to a \$50 change fee outside of 65 days of departure. Within 65 days of departure cancellation penalties will apply. If any change made by one or more customers alters the basis of room occupancy, rates will be adjusted to reflect true room occupancy status.

Changes of customer names will be treated as a cancellation and cancellation fees will apply.

Charges will apply for any changes in customer reservations (subject to availability) subsequent to the departure date.

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

**CANCELLATION BEFORE DEPARTURE DATE:**

Up to 60 Days prior – loss of deposit\*

59 to 0 Days prior- 100% penalty\*

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

\*Plus any unrecoverable deposits paid to airlines or suppliers.

**11. FLIGHTS AND CARRIERS:**

**Customers acknowledge and accept the following**

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

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

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

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

may be denied.

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

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

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

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

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

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

### **13. BAGGAGE:**

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

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

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

**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](https://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.