

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 unused 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.

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.

