

## SRI LANKA

### PROPOSAL OF SERVICES

7 NIGHTS/ 8 DAYS

VISITING: COLOMBO / PINNAWALA / DAMBULLA / SIGIRIYA / MATALE /  
KANDY / NUWARA ELIYA / ELLA / YALA / GALLE / MOUNT LAVINIA



## DAY 1: ARRIVAL IN COLOMBO - COLOMBO CITY TOUR

### Welcome to Sri Lanka!



Upon arrival in Colombo, you will be met and assisted by our Airport Representative, who will direct you to your very own Chauffeur. Then transfer to your hotel in Colombo, approximately 40 Mins (35KM). Colombo is the commercial and city center known as the “Fort”, built by the Portuguese in the 16th century where grand colonial era buildings stand alongside modern office structures. Once you check in at your hotel relax and recover from any jet lag.

Later in the evening explore the city of Colombo. See the vibrant markets and bazaars of Pettah and the National Museum with its fine collection of lovely antiques and art of Sri Lanka. Then proceed to Independence Square, the

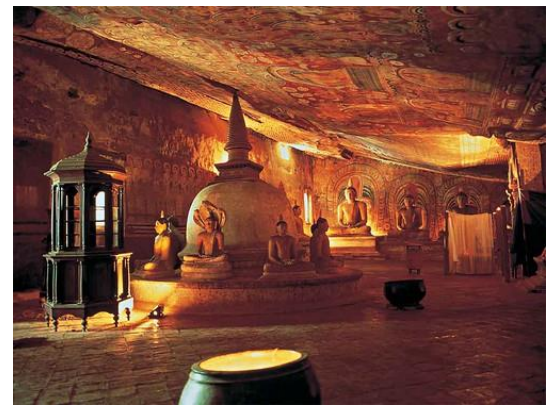
location where Sri Lanka proclaimed its independence from British rule in 1948. Drive past the Town hall, Cinnamon Gardens and Galle Face Green. Make the last stop of the day at Gangaramaya Temple, one of the most important Buddhist temples in Colombo. Explore the architecture and paintings of this religious site before cross the street to Bera Lake, is a lake in the center of the city of Colombo.

### OVERNIGHT: HOTEL CINNAMON LAKESIDE - SUPERIOR ROOM

## DAY 2: PINNAWALA / DAMBULLA TEMPLE / HABARANA

After breakfast check out from the hotel and leave for Pinnewala to visit the Elephant orphanage, approximately a 2 ¼ hr drive (100KM). This orphanage was set up by the government to take care of baby elephants lost or abandoned in the wild. Witness the feeding of the elephants. Thereafter observe them as they take their daily bath in the river nearby, which affords photo opportunities. Bath time is enjoyed by all elephants, young and old alike and it is a good time to closely observe their tightly knit family structure.

Afterward, we will drive approximately 2 hrs (90KM) to Dambulla and explore the famous Golden Rock cave temple, date back to the 1st Century BC which has been declared a UNESCO World Heritage Site. A sacred pilgrimage site for 22 centuries, this cave monastery, a vast isolated rock mass with its five caverns is the largest best-preserved cave-temple complex in Sri Lanka. The Buddhist mural paintings (covering an area of 2,100 sq. meters) are of particular importance as are the 157 statues including a 47-foot-long statue of the recumbent Buddha. This amazing complex was first used as a refuge by an ancient king who upon regaining his throne, commissioned magnificent images to be carved from the rock. Later kings made further improvements and the caves contain over 150 images of the Buddha painted upon the walls of which the largest is a colossal figure spanning 15 metres. The hike up to the caves is short but steep. At the top you can explore the caves and enjoy spectacular far-reaching views over the surrounding countryside.

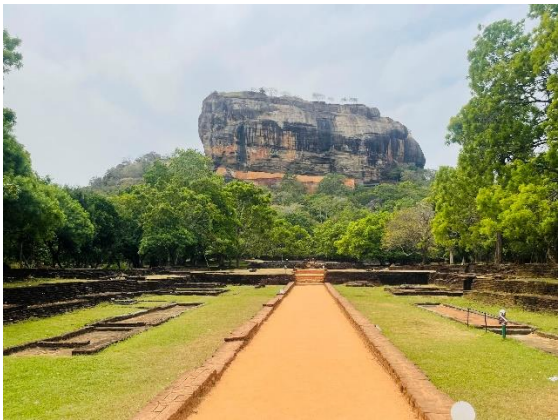


(Please dress appropriately when visiting Dambulla temple, with shoulders and knees covered. It is a steep uphill walk to the temple approx. 15-40 mins depending on route taken and on your fitness. Have an extra pair of socks to wear to prevent from the ground heat since you have to walk barefoot.)

To complete our day, we will continue on a drive, approximately 30 Mins (25KM), to the hotel in Habarana, a small village and a central location in Cultural Triangle. The central plains area boasts ruined temples and ancient cities combined with national parks and glistening reservoirs. Check in at your hotel and spend the rest of the evening at leisure.

### OVERNIGHT: HOTEL CINNAMON LODGE - SUPERIOR ROOM

### MEALS: BREAKFAST & LUNCH



### DAY 3: SIGIRIYA ROCK

Set off this morning for a drive, approximately 30 Mins (20KM), to Sigiriya, also known as the 'Lion Rock', one of Sri Lanka's major attractions. This 5th Century "Fortress in the Sky" is a UNESCO World Heritage built by King Kassapa which was a Royal Citadel for more than 18 years. The spectacular pillar of rock rise 200 meters from the scrub jungle and the base of the rock is ringed by a moat and rampart and extensive gardens including the renowned water gardens. The majestic Lion's Paw picturesquely guards the stairway of the palace on the summit. You might like to start with a visit to the Sigiriya Museum to learn more about the site before wandering through the vast landscaped gardens to the base of the rock. The climb to the top is steep with many steps and there are some sections where the

path or staircase is very narrow with steep drops protected by fences. You will pass the famous frescoes of the "Heavenly maidens" of Sigiriya in a sheltered pocket of the rock and the 10-foot-high Mirror Wall before arriving at the massive stone lion's paws. The old stairway to the top led through the mouth of a crouching lion but today only the huge paws remain giving an indication of the massive proportions of the head. The summit, covering an area of 1.6 hectares, was originally completely covered by buildings, but only remains of the royal citadel can be seen today.

(We do not recommend this for those without a head for heights or the less mobile. The hike up and down again will take 1.5 to 2.5 hours depending on your fitness.)

On completion return to the hotel and spend the rest of the day at leisure.

**OVERNIGHT: HOTEL CINNAMON LODGE - SUPERIOR ROOM**

**MEALS: BREAKFAST & LUNCH**

### DAY 4: MATALE / PERADENIYA / KANDY - CITY TOUR / CULTURAL SHOW / TEMPLE OF THE TOOTH

After breakfast check out from the hotel and leave for Kandy. The drive is approximately 1 ½ Hrs (70KM). En route stop at a Spice Garden in Matale. Spices are distinguished from herbs, which are the leaves, flowers, or stems of plants used for flavoring or as a garnish. Spices are also used in medicine, religious rituals, cosmetics or perfume production. Visit the peaceful green garden, where you can see how herbs are grown in their natural environment then learn how you can use them to enhance the taste of meals. These spices will reveal to you the secret of traditional Sri Lankan dishes, which have great nutritional value as well as being delicious.

Afterwards continue on a drive, approximately 1 Hrs (35KM), to Peradeniya Botanical Gardens where a rare collection of tropical exotic and indigenous flora including the famous Orchid House could be viewed. Surrounded on three sides by the Mahaweli River, these botanical gardens were DAY 3 DAY 4 founded in 1824 and are still home to one of world's largest collections of plants and trees. Giant Ficus trees, palms, an orchid house, and a vast array of trees such as ebony, teak, satinwood, mahogany, and tamarind can be seen here. The garden once reserved only for royalty while also served as a headquarters during the Second World War.

Next, we embark on a drive, approximately 1 Hr (35KM), to Kandy, the bustling hill country capital is now a UNESCO World Heritage Site. It is famous for the pink painted Temple and the Kandy Lake built in 1807 which is an attractive centerpiece to the town. On arrival check in to the hotel.

Later in the afternoon, commence a city tour of Kandy. Stroll along the famous Kandy Lake, built in 1807 and forms an attractive centerpiece for the town. Return to the city center, a stroll along the famous shopping streets and to points of interest such as the central market, local church, garrison cemetery, clock tower and the historic railway station. Visit a Gem Museum, a traditional hand carved wood factory, a Batik Studio and the colossal Bahirawakanda statue.

Afterwards enjoy the Kandyan Cultural show at the Kandyan Arts & Cultural Centre. The show features the graceful and rhythmic dancers and drummers culminating in an impressive fire walking display.

In the evening visit the Temple of the Tooth Relic, locally known as Sri Dalada Maligawa, the most sacred temple in the whole of Sri Lanka. It is the prime monument, the supreme edifice not only of the Sinhalese Buddhist populace of Sri Lanka but also of the Buddhists all over the world. It is within this magnificent temple that the sacred Tooth relic of Buddha (Danta Dhatu), the palladium of the Sinhalese nation & Buddhist faith is enshrined. This important shrine boasts intricate carvings and beautiful Sri Lankan art. During the evening 'puja' throngs of pilgrims visit the temple to line up to glimpse the golden casket said to hold the sacred relic and to make offerings of flowers. (Please dress appropriately when visiting The Temple of the Tooth Relic, with shoulders and knees covered.)



### **OVERNIGHT: HOTEL CINNAMON CITADEL - SUPERIOR ROOM**

**MEALS: BREAKFAST & LUNCH**

### **DAY 5: NUWARA ELIYA – TRAIN RIDE / CITY TOUR / TEA FACTORY & TEA PLANTATION**

After breakfast check out from the hotel and leave for Kandy railway station and board into the train and continue to Nanu Oya - A journey said regarded as one of the most scenic train journeys in the world with sceneries of rolling mountains and green valleys. Meet up with the driver at the Nanu Oya station and leave for the hotel in Nuwara Eliya. The journey is expected to take approximately 3 ½ hrs.



(Train tickets are subject to availability and train times are subject to change due to regular delays Please note that train tickets can only be booked 14 days in advance, with preference given to government officials. When train tickets are not available, a scenic road transfer through the hill country will be substituted.)

Later in the afternoon explore the city of Nuwara Eliya. Take a walk around the town centre, Market place, passing the Victorian post office, the old Hill Club and golf course before a stop at Holy Trinity Church, a quaint building constructed by the British in the mid-19th Century and drive around this hill station viewing Lake Gregory.

Visit a Tea Factory and a Tea Plantation where the best tea in the world is being produced. At the tea plantation take a closer look on how the tea pickers pick the tea leaves, then you can join them to pick the tea leaves, then visit the factory with a staff member who will explain the process of fermentation, rolling, drying, cutting, sieving, and grading of tea. There are machines for almost every part of the process except of course the all-important tea tasting at the end of the process to determine the quality of the tea.

(It's usually dusty and noisy and inside the factory and its might be closed on weekends.)

### **OVERNIGHT: GRAND HOTEL – DELUXE ROOM**

**MEALS: BREAKFAST & LUNCH**

## DAY 6: ELLA / YALA - YALA NATIONAL PARK

After breakfast check out from the hotel and embark on your drive for Yala. En route, approximately 2 ¼ hrs (65KM) into our drive, stop at Ella Visit Ella Gap – a gap in the mountains where you can see all the way up to the ocean on clear days. Visit Little Adam's Peak this is Ella's best known tourist attraction, aptly named since it has a similar shape to Adam's Peak, which is Sri Lanka's holy mountain. It is a much shorter and easier climb to the top of the 1141-meter peak. The walk is enjoyable and clearly marked as you meander through tea plantations and take in breathtaking views of Ella Rock, Ravana Falls, and the endless valley below. Visit the Nine Arches Bridge. It is one of the best examples of British railway constructions when Ceylon was a colony of the British Empire. The surrounding area has seen a steady increase of tourism due to the bridge's architectural ingenuity and the profuse greenery in the nearby hillsides.

Afterwards leave for Yala which will take approximately 2 ½ Hrs (130KM) by car. Yala is the most visited and second largest national park in Sri Lanka, bordering the Indian Ocean. On arrival check in to the hotel.



Commence a jeep safari in the Yala National Park by private jeep accompanied by a tracker. Yala National Park is one of Sri Lanka's premier eco tourist Destinations and is renowned for its variety of wildlife notably its many elephants. It is also home to the spotted deer, sambar, wild buffalo, sloth bear, jackal, mongoose, and crocodiles. The peacock is easily the most famous of the birds in this park. Yala has a high concentration of Leopards although seeing these nocturnal carnivores still requires some luck.

(Your safari will be by a private jeep and accompanied by a local naturalist on availability. Please be prepared for some rough and dusty roads and be aware that this park can be extremely busy, especially over weekends and festivals. Also note you will proceed in your jeep to the park entrance to collect tickets prior to the park opening, in busy periods this process may take up to 45 minutes.)

## OVERNIGHT: HOTEL CINNAMON WILD – JUNGLE CHALET MEALS: BREAKFAST & LUNCH

## DAY 7: GALLE / MOUNT LAVINIA

After breakfast check out from the hotel and leave for Galle, the capital of the southern province is a city with a colorful history. The drive will take approximately 3 hrs (170KM). On arrival explore the city. 300-year-old Dutch atmosphere is still very much alive around the fort and amidst its many historical buildings not invaded by the skyscrapers. The earliest European administrative centre of Sri Lanka was the major port and the largest city until the British shifted the port to Colombo. The City of Galle had been the European administrative centre over 4 centuries. Meander your way past some of the fort's best-known landmarks but look out also for some lesser-known gems. A walk along the fort walls from the lighthouse allows you wonderful views out into the Indian Ocean, of the city behind it and into the famous Galle Cricket Ground, one of the most attractive of all international cricket venues.



Afterwards enjoy a traditional cooking session at a local house. Sri Lankan traditional cooking techniques take their best form in the southern part of the island. The cuisine relies heavily on the core ingredients of coconut, vegetables, rice, fresh chillis, spices, and curry leaves, all of which grow in abundance on this part of the island. Spend the day learning how to cook a traditional Sri Lankan meal and enjoy lunch with the family.

Thereafter head on an approximately 3 hr (170KM) drive for Mt. Lavinia. Famed for its "Golden Mile" of beaches, Mt. Lavinia is a pleasant coastal town just a short distance from Colombo. On arrival check into your hotel and spend the rest

of the day at leisure. If you happen to have some spare time, your chauffer will show you the sights and sounds of Colombo city.

### OVERNIGHT: HOTEL MOUNT LAVINIA – DIRECT OCEAN VIEW ROOM

**MEALS: BREAKFAST & LUNCH**

### DAY 8: DEPARTURE HOME

Now that you are at the end of your journey with us, your chauffeur will comfortably take you to the international airport in time for your departure flight.

**MEALS: BREAKFAST**

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

### CHOICE OF ACCOMODATION

City	Hotel	Room Category	Meal Plan	Night
Colombo	Cinnamon Lakeside	Superior	HB	01
Habarana	Cinnamon Lodge	Superior	HB	02
Kandy	Cinnamon Citadel	Superior	HB	01
Nuwara Eliya	Grand Hotel	Deluxe	HB	01
Yala	Cinnamon Wild	Jungle Chalet	HB	01
Mount Lavinia	Mount Lavinia Hotel	Direct Ocean View	HB	01

*Note: Alternative hotels will be offered if quoted hotels are not available at the time of booking.*

### INCLUSIONS:

- ❖ **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.

### EXCLUSIONS:

- ❖ **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.

### CONTACT INFORMATION:



#### TOURCAN VACATIONS

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TORONTO • ONTARIO • M2J 4T1

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

**Fax:** 416 391 0986

**Emergency Cell Number:** 416 301 9328

## TOURCAN TERMS AND 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:** 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.

