



## CAMBODIA – KINGDOM OF WONDER

PROPOSAL OF SERVICES

8 DAYS/ 7 NIGHTS

SELECT ARRIVAL DAY BETWEEN AUGUST 2023 – MARCH 2024

VISITING: PHNOM PENH, BATTAMBANG, AND SIEM REAP



**DAY 1: ARRIVAL IN PHNOM PENH – SUNSET CYCLO RIDE**

Welcome to the Kingdom of Cambodia!

Arrival in Phnom Penh and transfer by air-conditioned vehicle to the hotel.

Cambodia is much more than temples. The history of Cambodia is both inspiring and sobering, uplifting and heartbreaking. Visit Siem Reap’s magnificent temples, abandoned centuries ago by the Khmer kingdom and now surrounded by its lush forests. In Phnom Penh, witness stark reminders of the atrocities committed by the Khmer Rouge -and enjoy a cyclo ride around Phnom Penh during the sunset.



**OVERNIGHT: CHOICE OF HOTEL**

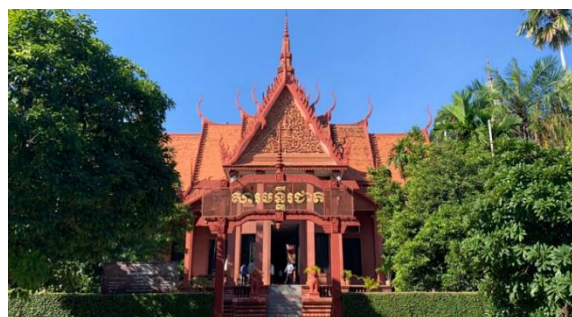
**DAY 2: PHNOM PENH – THE ROYAL PALACE / SILVER PAGODA / THE NATIONAL MUSEUM / CENTRAL MARKET / TUOL SLENG GENOCIDE MUSEUM**



After breakfast, let's see what Cambodia's capital city has to offer! The riverfront promenade that lines the mighty Mekong is a hive of activity, from the chaotic traffic to busy pavements full of street-side vendors and pedestrians.

Visit The Royal Palace and the Silver Pagoda which was built in 1866 by His Majesty Preah Bat Norodom, great grandfather to our current King- Norodom Sihamoni. The Royal Palace contains some spectacular buildings, not least of which is the Throne Hall, situated to the left of the main entrance.

It boasts a 59-meter tower which is used for high official celebrations, coronations and audiences with foreign dignitaries and government officials. North to this stands the silver pagoda enclosure, otherwise known as the Pagoda of the Emerald Buddha. The Pagoda’s steps are crafted from Italian marble, and within the throne room the regal floor consists of more than 500 solid silver blocks.



Next, you will continue to visit The National Museum, one of the world's greatest collections of Khmer cultural material including sculpture, ceramics, and ethnographic objects from the prehistoric, pre-Angkorian, Angkorian and post-Angkorian periods as well as more recent works. And of course, there's time for shopping for exotic souvenirs in one of the city's fabulous markets, The art-deco Central Market. Here you can barter for locally made silk, crafts, jewelry, and lots more.

After that, visit the tragic part of Cambodia. The whole nation still bears the scars left by the Khmer Rouge. In particular, the Tuol Sleng Genocide Museum - formerly the high school, it became the main interrogation and torture facility.



**OVERNIGHT: CHOICE OF HOTEL**  
**MEALS: BREAKFAST**



### DAY 3: PHNOM PENH – EXCURSION TO SILK ISLAND (CYCLING) / WAT PHNOM

After breakfast, transfer to the pier crossing to the silk island by the ferry.



Let's hop on our bicycles and set off to sleepy Koh Dach, a picturesque island located on the banks of the Mekong River. Also known as Silk Island, the area offers a peaceful respite from the hustle and bustle of the city.

Here we can watch artisans weaving silk creations on traditional looms. Cycle along narrow paths past beautiful pagodas covered in carvings and tin-roofed houses. We'll stop for a while in the shaded huts alongside the river and enjoy a local Khmer-style lunch. After all the cycling, we'll enjoy a well-deserved and relaxing boat trip back to Phnom Penh.

Back to Phnom Penh continue to visit Wat Phnom, a Buddhist temple, a pagoda, that symbolizes the name of Phnom Penh, a historical site in the record of Khmer national identity which has a total height of 46 meters. The pagoda is named after Lady Penh from the story of the discovery of the five statues: one Vishnu statue and four Buddha statues.



**OVERNIGHT: CHOICE OF HOTEL**  
**MEALS: BREAKFAST AND LUNCH**

### DAY 4: PHNOM PENH - OUDONG / PHNOM SAMPEAU / BATTAMBANG BAT CAVE



Phnom Oudong had a colourful past! This old mountain capital has been sacked by the Thais, bombed by the Americans and blown up by the Khmer Rouge. We'll explore the remains of stupas, tombs and memorials and enjoy the views from the hilltops.

Oudong was home to several kings when it served as the Cambodian capital between AD 1618 and 1866. In addition, it offers more than an exhibit of ancient history. At the top of the stairs on the left lies the city's most impressive structure, Vihear Preah Edthareus, sanctuary of the 18-cubit Buddha. It retains the scars of heavy strafing inflicted in face-to-face firefights between Khmer Rouge, Lon Nol and American troops in the 1970s. The eight huge columns of the shrine rise into the sky, the roof they once supported was destroyed when Khmer Rouge forces blew up the temple in 1977. The arm and part of one side of a huge Buddha remains, and his face has placed at the foot of the pedestal and a modern shrine built around it.

Your next visit is Phnom Sampeau, a sacred mountain dotted with interesting pagodas and stupas. There is also a moving memorial to Khmer Rouge victims who were thrown into one of the many caves that pepper this holy mountain.

Tonight, at sunset, you will visit the Battambang Bat Cave, located near Phnom Sampeau. During sunset hours are when you can witness 15 million bats take flight, leaving their cave to hunt insects at night.



**OVERNIGHT: CHOICE OF HOTEL**

## MEALS: BREAKFAST

### DAY 5: BATTAMBANG / SIEM REAP – BATTAMBANG CITY TOUR / DRIVE TO SIEM REAP



What better way to explore Battambang than on foot. Together, with an expert guide with a background in archaeology and history, we'll take a stroll around the town uncovering hidden history and fascinating legends.

Our first stop is at Wat Sangker, an old pagoda once used as a weapons depot for the Khmer Rouge. We'll continue to the old colonial bridge and the huge, abandoned swimming pool that was once a glorious sports complex.

We'll stroll past the residence of the Thai Lord Governor; the 'Naga for Peace' statue created from parts of a rifle; the remains of an old boxing ring; and the beautiful White Elephant Pagoda. Lastly, we'll enter the Golden Temple cinema, as this is the only tour allowed access to this historic movie theatre. We'll end with a cold drink at an exquisite French colonial building that takes us back to the grand old days of Battambang.

Driving out through some beautiful countryside, you will notice locals making rice paper which is used for spring rolls. And you will be passing by Prahok (Fish Paste) Making. Making the fish paste is a slow, labor-intensive process. Many different varieties of fresh fish arrive and are cleaned, chopped and sun-dried or otherwise treated before being smoked or soaked. Large wooden, stone or steel vats are filled with bits of fish mixed with herbs, spices, and heaven-only-knows what else, and sit quietly fermenting in the shaded alleys of the factory/market. These pungent smelling stews are occasionally stirred with large wooden paddles, then pounded with a wooden plunger before being forked into bags for weighing and marketing.



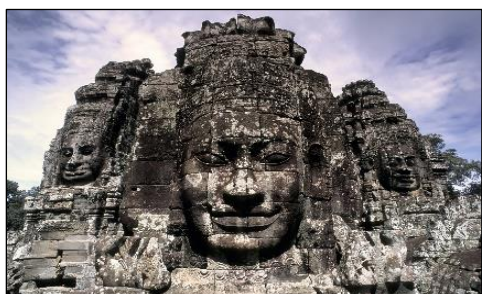
In the late afternoon, you will be transferred by vehicle from Battambang to Siem Reap.

## OVERNIGHT: CHOICE OF HOTEL

## MEALS: BREAKFAST

### DAY 6: SIEM REAP - SIGHTSEEING IN ANGKOR / TA PROHM / SRAH SRANG

After breakfast at your hotel, you will embark on a day of Sightseeing in Angkor. The crown jewel of Khmer architecture, Angkor Wat, is the national symbol and the highlight of any visit to Cambodia. The largest, best preserved, and most religiously significant of the Angkor temples, Angkor impresses visitors both by its sheer scale and beautifully proportioned layout, as well as the delicate artistry of its carvings.



To approach the temple, first cross the vast moat, continuing along a broad causeway lined with naga balustrades. Upon entering the main structure, ascend through a series of galleries and courtyards before reaching the central sanctuary, which offers beautiful views back over the causeway and across the surrounding countryside. On the way, stop to enjoy the intricate stone carvings that adorn nearly every surface of the



temple, with some 1,700 Apsaras, or celestial dancers, sculpted from the walls.

Along the outer gallery walls run the longest continuous bas-relief in the world, which narrates stories from Hindu mythology, including the famous Churning of the Ocean of Milk. Angkor Wat is stunning at any time of the day, but sunrise and sunset are especially beautiful times to watch the play of light on the stones.



The fortified city of Angkor Thom covers an area of 10 square km. Enclosed by a wall and wide moats; the city includes many of Angkor's most popular sights. Enter by the monumental South Gate over a causeway lined on either side by statues of demons and gods, each carrying a giant *naga*. Continuing your journey, you will experience the Terrace of the Elephants and the Terrace of the Leper Kings, former spaces for public ceremonies, both adorned with dramatic bas reliefs.

Visit the ruined Baphuon, Royal Enclosure and Phimeanakas before continuing to the mysterious Bayon Temple. In this temple, one of the most popular and compelling in Angkor, explore the galleries of beautifully preserved bas reliefs and ascend narrow stairs to reach the central sanctuary, where giant stone faces smiling enigmatically down from every angle.

Then, let's seek out the beauty of Ta Prohm - left to the clutches of the jungle, bound by the roots of massive trees. But nothing can prepare you for the sheer scale and the spiritual atmosphere that you will experience when seeing these ancient monuments in real life.

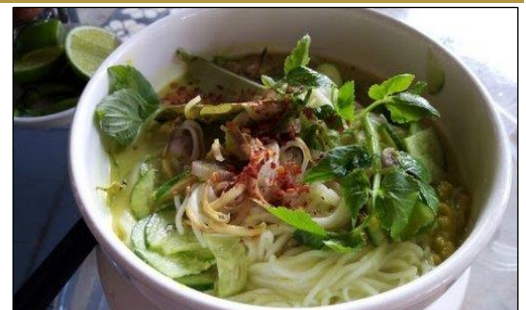
To end a perfect day, sit on the terraces of an ancient temple, Srah Srang, for sunset. Just east of Banteay Kedi, it is known as The Royal Bath. It was built in the end of the 12<sup>th</sup> century, by the King Jayavarman VII, dedicated to Buddhist.



**OVERNIGHT: CHOICE OF HOTEL**  
**MEALS: BREAKFAST**

## DAY 7: SIEM REAP - PREAH DAK / BANTEAY SREI / BOAT TRIP AROUND KAMPONG KLEANG / CIRCUS PERFORMANCE

This morning you will be able to explore how the Cambodian people are making Khmer rice noodles or *Nom Banh Chok* as we embark into Preah Dak village, one the most beautiful villages nearby the temples. The village is popular in the entire region for its rice noodles. Enjoy a bowl of *Nom Banh Chok* for your traditional breakfast before we continue to another small village where we will observe street vendors preparing palm sugar. Palm trees are very important for Khmer people as the stem, leaves, trunk, fruits, and flowers are utilized. They create a palm juice with a distinct smell and flavor that is mainly for local consumption.



Later-on we will visit Banteay Srei, which is one of the most romantic temples in Angkor. Built from pink sandstone, the walls are covered in exquisitely preserved carvings of unusual delicacy.

This afternoon, all you need to do is sit back on a boat. Relax and enjoy the views of Kampong Kleang, a fishing community on the edge of the Tonle Sap



Lake. We'll cruise past wooden houses built on towering stilts, submerged forests, and fish farms.

Take a one-hour drive to the floating village of Kampong Khleang, one of the largest settlements on the Tonle Sap Lake. Here you will be able to learn about Cambodian village life as well as interact with the locals who are making their living from the lake. Arrive at the quay for embarking on a motorized boat to visit Kampong Khleang floating village.

*\* Please note boats cannot operate near the floating village from March to July due to the water level \**

In the evening enjoy the Circus Performance. After having performed in many countries around the world, the talented artistes from the famous Phare Ponleu Selpak in Battambang have now brought their exciting and energetic circus show to Siem Reap. Watch this unique show which combines traditional and modern theatre, music, dance and acrobatics. The beautifully choreographed and energetically performed show tells a story about Cambodian contemporary life in an ever-changing society.

#### OVERNIGHT: CHOICE OF HOTEL

MEALS: BREAKFAST

#### DAY 8: DEPART SIEM REAP

This morning enjoy breakfast at your hotel and some time at leisure until your transfer to the Siem Reap International Airport for your departure flight.

MEALS: BREAKFAST

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

#### CHOICE OF ACCOMODATION

	Option A-4*	Option B-4+*
Phnom Penh	Sensory Park 4☆ Standard	Tribe Hotel 4☆ Tribe Confirm
Battambang	Classy Hotel 4☆ Deluxe room	Battambang Resort 4☆ Lake Room
Siem Reap	Lotus Blance 4☆ Deluxe Room	Vellita Hotel 4☆ Classic Room

Validity 01.08.2023- to-Dec 2024

#### COST

Cost per person sharing	Option A-4*	Option B-4*
2 People	\$1995	\$2495

#### INCLUSIONS

- Arrival and departure transfers.
- Hotel accommodation including breakfast.
- Meals per itinerary.
- English Speaking guide mentioned in the itinerary.
- Ground transportation in private, air-conditioned vehicles.
- Drinking water and cold towels during sightseeing.
- Multi-lingual 24-hour customer support hotline in all destinations.
- Welcome pack on arrival.
- Fully licensed and insured to international standard.

- All applicable local taxes.

## EXCLUSIONS

- × Visa fees.
- × Flight ticket
- × Items of a persona nature such as Tips and gratuities, room service, laundry, etc.
- × Meals not mentioned in the itinerary.
- × Sightseeing not included.

## CONTACT INFORMATION:



### TOURCAN VACATIONS

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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 the 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 to the 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 days 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 passenger's 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.