



**VIETNAM – TIMELESS CHARM**  
**10 DAYS/ 09 NIGHTS**  
**TRAVELLING PERIOD UNTIL DEC 2024**





## Day by Day Itinerary

### DAY 1: ARRIVAL IN HANOI

#### Arrival in Hanoi. - Welcome to Vietnam!



Upon clearing Customs and Immigration, your guide will present you with a welcome packet including all necessary documentation and vouchers and all contact information of your guide and local offices.

Vietnam is rapidly developing but holds onto the charming traditions and culture which make it such a fascinating holiday destination. History has left its mark on Vietnam by way of Chinese, French and American influence.

Transfer by air-conditioned vehicle to your hotel and time for leisure.

#### OVERNIGHT: CHOICE OF HOTEL

### DAY 2: HANOI

There's no arguing - Hanoi is the coolest city in Vietnam. And no, we're not just referring to the climate. This chaotic, colourful, motorbike-clogged, 1,000-year-old city is a delicious mix of East and West. Hanoi clings on tightly to its heritage - the Temple of Literature is one of the oldest landmarks. More recent history can be seen in Ho Chi Minh's Stilt House, while the man himself, lies embalmed in an austere mausoleum. There's picturesque lakes and parks, as well as museums and prominent colonial buildings. Let's jump right in and experience it all. We'll even go green and explore the Old Quarter by electric buggy.



In the evening, see a Water Puppet Show - a fantastic art form originating in northern Vietnam, best seen in Hanoi.

*Note: Most of the museums are closed on Mondays; Ho Chi Minh mausoleum is closed on Monday, Friday and in the afternoons.*

#### OVERNIGHT: CHOICE OF HOTEL

#### MEALS: BREAKFAST

### DAY 3: HANOI / HALONG - CRUISE

Today we will drive from Hanoi to Halong Bay (160 km) and stop en-route to stretch our legs and use the restroom at one of the souvenir shops for charity.



Transfer to/from Tuan Chau Marina Port (10 km).

Surrounding by the hundreds of limestone karst-mountains and rock formations rising dramatically from the emerald, green water; Halong bay is listed as one of the must-see places in Vietnam. Let's spend a night on the cruise with the stunning view of this wonder. Arrive at the harbor at noon time and do the check in procedure on your boat. You will be welcomed and served lunch while cruising towards the bay. This afternoon is full of activities such as a cave visit, floating farm, beach relax or simply enjoy sunbathing on the sundeck (the program is varied depending on each

boat cruise). Prepare your camera for the amazing photos of the bay, hundreds of boats, and sunset. Dinner will be served on the boat and enjoy a relaxing night while the boat is anchored in a quiet water area.

#### OVERNIGHT: CHOICE OF HOTEL

#### MEALS: BREAKFAST, LUNCH & DINNER

### DAY 4: HALONG / HUE – CRUISE AND FLIGHT

Wake up and enjoy the fresh morning in the middle of the bay. Start your day by joining in a Tai Chi lesson on the sundeck. Rejuvenate your body and mind with the



slow movement of Tai Chi. Breakfast (or brunch) will be served on the boat while cruising back to the port, passing the majestic peaks. Disembark from the cruise.

*Note: The program can be changed due to the weather condition, tide condition and local authorization.*

Transfer by vehicle from Halong to the Noi Bai Airport (160 km).



Flight Hanoi - Hue (Not included in the cost)

Arrival in Hue and transfer by air-conditioned vehicle (15 km) to your hotel.

**OVERNIGHT: CHOICE OF HOTEL**

**MEALS: BREAKFAST / BRUNCH**

## DAY 5: HUE

Hue served as the capital of Vietnam for more than 140 years. It houses ancient temples, imperial buildings, and French-style edifices. It was established in the 17<sup>th</sup> century.

Starting your day by taking a boat trip to visit one of the oldest pagodas which is called Thien Mu Pagoda. Its iconic seven-story pagoda is regarded as the unofficial symbol of the city and the temple has often been the subject of folk rhymes about Hue.

Visit the Royal Imperial City, located in the heart of Hue is the Imperial Citadel, a vast complex built in the early 19<sup>th</sup> century and modeled after the Forbidden City of Peking. The original walls stretched for 10 km and were surrounded by a wide moat. Today, most of the buildings have been destroyed due to bombing during the Vietnam-American War, but the monuments that remain provide a fascinating glimpse into the court life of the Nguyen Dynasty.

Approach the city past the striking Flag Tower, where a giant Vietnamese flag waves proudly overhead, to the imposing Ngo Mon Gate, the main entrance to the Imperial Enclosure.



Enter an area of spacious courtyards and serene lotus ponds, including a visit to the Hue Royal Antiquities Museum.

Next, venture into the countryside around Hue to the Imperial Tomb of Tu Duc. Tu Duc, the longest reigning Vietnamese emperor, designed and built this elegant tomb during his lifetime, using it as a retreat for meditation, reading and theatre performances. Take some time to soak in the tranquil atmosphere, wandering among the gracefully proportioned pavilions, courtyards, and lotus

ponds. Visit Garden House, a special place that reflects the ancient atmosphere of the imperial city. The house has a garden covered with fruit trees including mangosteens, sapodilla plums, apricots, lychee, figs, and grapefruit.

**OVERNIGHT: CHOICE OF HOTEL**

**MEALS: BREAKFAST**

## DAY 6: HUE / HOI AN

Twisting winding curves, sudden bends, views that take your breath away - welcome to the Hai Van Pass. We get to drive along this incredible mountain pass on the way to Danang.

This city is home to beaches made famous by American soldiers during the Vietnam War, several quirky bridges and the wonderful Cham Museum containing the best collection of Cham sculpture.

We'll also stop at the Marble Mountains - a group of limestone and marble hills filled with caves.



Tourca

Afternoon at leisure (without guide).

**\*Optional activity: Hoi An Evening Foodie Tour by Electric Scooter (Join - in Tour)**

06.00pm pick up at your hotel.

06.20pm briefing and start of the tour at a cafe in Hoi An.

06.40pm tasting Hoi An's delicious Banh Mi.

07.10pm Feasting on some of the best seafood dishes available in town at a typical Vietnamese restaurant.

08.00pm enjoying a specialty at a local restaurant.

08.30pm Karaoke with local people.

09.30pm enjoying beer at a nice bar in Hoi An.

10.00pm Back to the parking area. Drop-off at guests' hotel. \*

**OVERNIGHT: CHOICE OF HOTEL**

**MEALS: BREAKFAST**

**DAY 7: HOI AN**



Pretty as a picture Hoi An! The quirky mix of Chinese, Japanese, Vietnamese, and European influences make this ancient town a photographers' paradise.

We'll walk through the narrow winding streets of the old quarter past ochre-hued stone houses, lantern-filled shops and colourful fishing boats. One of the most iconic sights is the Japanese Covered Bridge.

There are also ancient temples and merchant homes over 200 years old. In the afternoon, we'll take a lazy cruise along the river to traditional pottery villages.

**OVERNIGHT: CHOICE OF HOTEL**

**MEALS: BREAKFAST**

**DAY 8: HOI AN / SAIGON FLIGHT**

Transfer by vehicle from Hoi An to the Danang airport (35 km).

Arrival in Saigon where we are going underground - deep into the Cu Chi Tunnels!

These hand-dug tunnels changed the course of the Vietnam War. The well-camouflaged entrance holes lead into a network of incredibly narrow tunnels that stretch for over 200 kilometers connecting command posts, hospitals, and shelters. We'll learn about the life of the Vietcong and venture into some of the tunnels. The deadly, bamboo-spiked booby traps are another must-see.



Flight Danang Airport - Saigon *(Not included in the cost)*

**OVERNIGHT: CHOICE OF HOTEL**

**MEALS: BREAKFAST**


**DAY 9: SAIGON - HALF DAY VISIT / HANOI FLIGHT**

Ever-vibrant, ever-changing - this is the buzzing city of Saigon, where sleek skyscrapers loom over incense-infused temples and motorcycles rule the roads. There are classic European-style landmarks such as the Notre Dame Cathedral, the Opera House, the ornate City Hall, and the art-deco Post Office.

Reminders of a recent past can be seen in the Reunification Palace, famously stormed by tanks in 1975. We'll visit all the main sights of the city and make time to browse the stalls in the bustling Ben Thanh Market.





 Flight Saigon - Hanoi (Not included in the cost)

Transfer to the airport for your flight to Hanoi. On arrival, pick up and transfer to hotel.

### OVERNIGHT: CHOICE OF HOTEL

MEALS: BREAKFAST

### DAY 10: DEPARTURE HOME

Transfer to the airport by air-conditioned vehicle. Departure from Saigon Airport.

MEALS: BREAKFAST

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

### CHOICE OF ACCOMODATION

CITIES	HOTELS 4*	HOTELS 5*
Hanoi	La Siesta Premium 4☆ - Deluxe room	Peridot Hanoi 5☆ - Deluxe
Cruise	Paradise Sails 4☆ - Deluxe cabin /2 Days 1 Night /Without Kayak	Paradise Grand 5☆ - Deluxe Balcony cabin /2 Days 1 Night /Without Kayak
Hue	Silk Path Grand Hue 5☆ - Classic room	Silk Path Grand Hue 5☆ - Classic room
Hoi An	Little Riverside Hoi An 4☆ - Little Suites Town room	Allergro Hoi An 5☆ - Junior Suite room
Saigon	Liberty City Point 4☆ - Premier room	Mai House 5☆ - Deluxe

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

### COST PER PERSON SHARING

	HOTELS 4*	HOTELS 5*
2 People	\$ 3395	\$ 3545
Single Supplement	\$ 1195	\$ 1395

Any holidays and peak season surcharges have not been included in the above prices (Dec 24 & 31, 2023) & Vietnamese public holidays. Surcharge for peak season will be advised at time of booking.

**Included airfare: Airfares subject to change without prior notice by the airlines.**

HAN – HUI:

DAD – SGN:

### INCLUSIONS:

- ❖ All services as mentioned in your itinerary.
- ❖ Regional English-Speaking Tour guide services.
- ❖ 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.
- ❖ Internal flights

### EXCLUSIONS:

- ❖ Visa fees, Covid-19 test(s)

- ❖ International insurance
- ❖ Personal expenses
- ❖ Tips and gratuities
- ❖ **All flight rates are valid at the time of publication but are subject to change by the airlines. The exact fare and any additional charges will be reconfirmed at the time of booking.**
- ❖ Additional airfare, airport taxes and fuel surcharges may apply.
- ❖ Additional charges may apply if changes or cancellations are made to flight tickets. We will notify you if ticket issuance deadlines are outside our standard terms and conditions.
- ❖ Breakfast box in case of very early morning departures.
- ❖ Where an extra bed is not available, a single supplement charge will be added for additional room.
- ❖ Where an extra bed is available, an 'Extra Bed' charge will be added.
- ❖ Infants under 2 years old are free of charge when travelling with a paying adult.
- ❖ Children under 12 years old receive a 30% discount when sharing existing bedding.
- ❖ If you have decided to travel on a local holiday or festival, certain rates may be higher. We will let you know right away if this condition applies to you.
- ❖ Accommodation is subject to availability until you have confirmed your booking and paid any relevant deposits.
- ❖ In the event your chosen hotel is not available alternatives will be offered.

## CONTACT INFORMATION:



### TOURCAN VACATIONS

245 FAIRVIEW MALL DRIVE • SUITE 603 •  
 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.