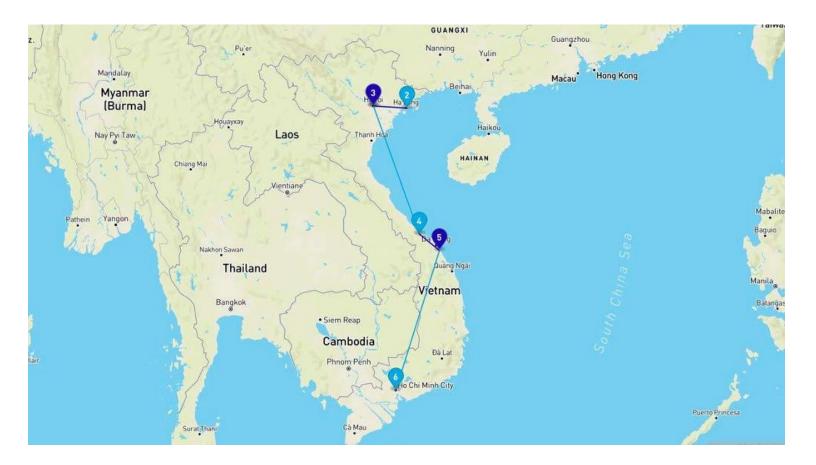




VIETNAM – TIMELESS CHARM
10 DAYS/ 09 NIGHTS
TRAVELLING PERIOD 15 JAN - 15 DEC 2025





Day by Day Itinerary

DAY 1: ARRIVAL IN HANOI

Arrival in Hanoi. - Welcome to Vietnam!

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.



Upon clearing Customs and Immigration, you will be picked up at and transferred to your hotel in Hanoi and time for leisure.

OVERNIGHT: CHOICE OF HOTEL

MEALS: BREAKFAST

DAY 2: Private Insightful Full Day City Tour with Train Street Visiting







Get an insight into the unique culture of legendary Hanoi as you visit the city's landmarks.

Enjoy a tour around the Old Quarter.

Enjoy a traditional water puppet show (optional) and take a guided walk to admire Hanoi's historic architecture.

HIGHLIGHT

Visit important pagodas and temples and admire the city's lakes and parks

Learn about Vietnamese history as well as its culture

Sample delicious Vietnamese cuisine

ITINERARY:

First Arrive at Tran Quoc Pagoda located in the West Lake. It is the oldest pagoda in Ha Noi built in the 6th century.

Then Visit Ho Chi Minh complex, you have a chance to see the embalmed body of Ho Chi Minh then walk around the garden to see 2 houses where he lived & worked from 1954 to 1969.

Then visit One Pillar Pagoda where worships the Godess of Mercy – It is the most unique pagoda in the world

- Should dress modestly by covering from shoulders to knees when visiting Ho Chi Minh mausoleum, temples, pagodas...
- Ho Chi Minh's Mausoleum is closed on Mondays and Fridays.
- Ho Chi Minh's Mausoleum is closed for at least 2 months (15th June -15th August) for annual maintenance but still can take pictures Mausoleum and visit that area

12.45: Have lunch at our restaurant. You have an opportunity to enjoy Vietnamese cuisine with 8 delicious dishes.

In the afternoon: Continue to visit the Temple of Literature – the first university of Vietnam, established in the 11 century Then Leave for Hoa Lo Prison Museum which was originally used by the French colonists in Indochina for political prisoners, and later by North Vietnam for U.S. prisoners of war during the Vietnam War. During this later period, it was known to American POWs as the "Hanoi Hilton"

Then leave for Hoan Kiem Lake, nearby is the Hanoi Old Quarter, visit Train street, to see the local life style here. A good option is trying a cup of special "Vietnamese Egg Coffee" – (your own expense)

OPTIONAL: If you would like to enjoy the Water Puppet Show, our guide and driver will drop you off at the puppet theater. It lasts for 50 minutes. After that it will be your free and easy time.

OVERNIGHT: CHOICE OF HOTEL MEALS: BREAKFAST, LUNCH

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 themajestic 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 (Separate from the cost)

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



OVERNIGHT: CHOICE OF HOTEL MEALS: BREAKFAST / BRUNCH







In comparison with other ancient capitals in South East Asia, Hue city is the one that still preserves comparatively the intact appearance of a complex of the monarchic capital consisting of walls, palaces, royal tombs, etc. The Nguyen Dynasty (1802-1945) had it urbanized and built in systematic, philosophical and abundantly artistic ways. Every year, Hue attracts a lot of tourists from all over the world. The most famous tour they often choose to discover Hue is Hue city tour, which shows tourists not only special historical sites but also beautiful landscapes of the ancient city.

In the morning:

o8:00: Our Car and your guide will pick you up at your hotel/stay in Hue City. Then you will join the Hue city tour for 1 day to discover the beautiful Hue city. We will help you enjoy a wonderful trip which is full of fun and interesting experiences. Take a dragon boat to the first place, Thien Mu pagoda (Heaven Fairy Lady Pagoda) – the oldest pagoda in Hue city. The 30 min boat drive to the pagoda in the morning will be a great start to the journey. Fresh air from Perfume River will make you very comfortable.

9.30 am: Visit the Citadel – Imperial city is the home of Vietnam's last royal dynasty – the Nguyen Dynasty.

After the Citadel, our car will take you to Dong Ba market – the busiest market in Hue with various kinds of foods and goods. Here you can see how the local people buy and sale things and this is also a chance for you to buy souvenirs for your friends and family.

12:00 am: Lunch at a local Restaurant with Western, Asia and Viet Nam Food. Take a rest before continuing the trip to visit the tombs.

In the afternoon:

At about 1.30 pm: Visit Khai Dinh Tomb – which is a blend of Western and Eastern architecture

3.00 pm: Visit Minh Mang Tomb – considered as the most majestic of all of the Royal Tombs. Renowned for its architecture, which harmoniously blends into the natural surroundings.

04:30 pm: Drop you off at your hotel/stay in Hue city center. Finish the Hue tour.

After 1 day visiting Hue city with Hue city tour, we believe that you will never forget this peaceful and charming city. Join and make your time in Hue worthwhile and meaningful.

OVERNIGHT: CHOICE OF HOTEL MEALS: BREAKFAST, LUNCH

DAY 6: HUE to HOI AN with Marble Mountains visit







Private tour from Hue to Hoi An deserves a note in your must – do list while traveling in Viet Nam.

Hoi An must be a famous city that every tourist has heard about. It's an ancient city with a unique architecture style which makes them unique compared to other cities.

From Hue to Hoi An, it takes 140km & from 5 to 6 hours to drive by private car including sightseeing on the way. You will have wonderful experiences.

Itinerary:

Taking a view from afar, the village looks like a strip of silk winding between Phu Gia Pass in the north and Hai Van Pass in the

south. Verdant trees, crystal clear waters, especially the image of the cloud covering the mountains makes the village fascinating and glamorous.

Just 60 km from Hue, on the tour is the serene fishing township of Lang Co. The incredible Lang Co beach was recognized in 2009 as one of the 30 most beautiful bays in the world with the sloping sea, fine and clean sand, and great moderate waves. Hai Van pass is one of the most scenic hillside roads in Vietnam where you can see green trees in contrast to waves in the blue sea. On the top of the pass, there are the vestiges of long ago, fortified gateway. The American and French bunkers in Hai Van pass provide broaden views for the city without any steep climb. At the peak a small rest station is where the tour from Hue to Hoi An takes break welcomes visitors with local and coffee on offer.

The trip from Hue to Hoi An stops in Marble Mountains, located in the south of Da Nang Beach and is famous for the rocky peaks rising above the roofs of homes and resorts. As the road curves toward the mountain, large stone dragons and seated figures of Buddha. Coming here, you can learn about Buddhism, see the harmony of nature and religion architecture.

*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 dished available in tow at a typical Vietnamese restaurant.

o8.oopm enjoying a specialty at a local restaurant.

08.30pm Karaoke with local people.

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

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

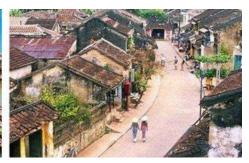
OVERNIGHT: CHOICE OF HOTEL

MEALS: BREAKFAST

DAY 7: HOI AN half day classic private tour







At 8am: Our driver will pick you up at your hotel in Hoi An. Then the car takes you to Hoi An ancient town. It is one of the major trading centers in Southeast Asia during the 16th century due to the early western trader occupying period. With the guide, you will walk to visit Chinese Communal House, Tan Ky Merchants' Houses, Japanese Covered Bridge, Hoi An market, and learn about the daily life of Hoi An local people. After Hoi An, we will take you back to your hotel.

OVERNIGHT: CHOICE OF HOTEL

MEALS: BREAKFAST

DAY 8: HOI AN / SAIGON FLIGHT

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



Flight Danang Airport - Saigon (Separate from the cost)



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







The Cu Chi Tunnels are a network of underground tunnels, carved out by hand, located 55 miles northwest of Ho Chi Minh City (Saigon). About a two hours' drive from the former South Vietnam capital, Cu Chi Tunnels today comprise a popular Saigon tourist destination that provides visitors with an evocative look at Vietnam War history.

Highlight:

- Network of tunnels
- War documentary film

Cu Chi Tunnels is a legendary underground system of over 220 km of tunnels, a must-see for both Vietnamese and foreign travelers who are interested in the history of the Vietnam War. The tunnels are now a historical structure of Vietnam and considered a heroic district for the role they played in the resistance to US forces during the Vietnam War. The tunnels are located approximately 60km from Ho Chi Minh city.

Enjoy the scenery along the way, as we pass the lush, endless rice fields and the ducks are water buffaloes swimming in the rivers. You might find it hard to imagine that once the area was almost completely destroyed by bombs and mines from the war, when Cu Chi was a "free target zone". Once we arrive, you will get a chance to walk through some of the tunnels, discover the hidden corners and imagine what life was like here for the resistance soldiers. If you like, try to cook with the smokeless stoves used by Vietnamese soldiers to cook during the war. You can even try foods which the soldiers lived on. If you're feeling brave, or curious, you can even try your hand at shooting at AK-47, one of the guns used during the war. Head back to the city in the late afternoon.

OVERNIGHT: CHOICE OF HOTEL MEALS: BREAKFAST

DAY 9: SAIGON – Half Day Private City Tour







Enjoy the attraction of Ho Chi Minh City. Sightseeing examples of French colonial architecture and exploring the Vietnam's turbulent in past at the Museum.

We will pick you up at your hotel, your local specialist guide will show you the most interesting sights that Ho Chi Minh City has to offer.

Depart from your hotel to the Reunification Palace; this beautifully preserved palace was the residence of the President of the Republic of Vietnam. On April 30th 1975 the American War officially came to an end here.

Enjoy visiting the War Remnants Museum where you can see countless artifacts, photographs and pictures documenting the second Indochina war.

Afterward, we visit The Notre Dame Cathedral, which was built in 1880, and the Old Post Office, which was built sometime between 1886 and 1891. It is one of the best examples of classical French colonial architecture.

Our last stop would be at a local Market where you can practice your bargaining skills while shopping for souvenirs. Discover local life and culture. You'll find some of the friendliest, liveliest, most convivial people in the city here.

Return your hotel in Ho Chi Minh City

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 room
Cruise	Paradise Sails 4☆ - Deluxe cabin /2 Days 1 Night /WithoutKayak	Paradise Grand 5☆ - Deluxe Balcony cabin /2Days 1 Night /Without Kayak
Hue	Eldora Hotel Hue 4☆ - Deluxe room	Silk Path Grand Hue 5☆ - Classic room
Hoi An	Little Gem - An Eco-Friendly Boutique Hotel & Spa 4☆ - Deluxe room	Allegro Hoi An 5☆ - Junior Suite room
Saigon	Liberty City Point 4☆ - Deluxe room	Mai House 5☆ – Deluxe room

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

| HOTELS 4* | HOTELS 5* |
| Jan - Apr 2025 | CAD 2470 / person | CAD 2880 / person |
| Oct - Dec 2025 |
| Single Supplement | CAD 1120 | CAD 1480 |

 May – Sep 2025
 CAD 2330 / person
 CAD 2740 / person

 Single Supplement
 CAD 1030
 CAD 1420

 Suggested Internal Flights:
 —CAD 350 / person / 2 sectors

 HAN – HUI: VN1545 (HAN) 16:30 - (HUI) 17:50
 (including hand luggage 7 kg + check in luggage 23 kg)

 DAD – SGN: VN-113 (DAD) 10:10 - (SGN) 12:00

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

Airfares are subject to change without prior notice by the airlines.

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.
- Fully licensed and insured to international standard.
- ❖ All applicable local taxes.
- Internal flights as mentioned and quoted separately.
 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.

EXCLUSIONS:

- Visa fees, Covid-19 test(s)
- International insurance (Highly recommended)
- Personal expenses
- Tips and gratuities
- ❖ 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 705 • 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 todeparture 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 notreceived by its due date (60 day prior to departure).

CANCELLATION BEFORE DEPARTURE DATE:

Up to 60 Days prior – loss of deposit*

59 to o 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. TourcanVacations 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 toadditional 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 reschedule 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 beforeseen, 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.