





# **LUXURY RWANDA – GORILLA & MONKEY TREKS**

16 TO 20 JANUARY 2024 (PRE KENYA & TANZANIA SAFARI)

Day 1, 16 January 2024 Arrive Kigali, Rwanda

**Welcome to Kigali!** On arrival at Kigali International Airport, you will met at the sleeve of your plane, helped clear customs and immigration.

Pick up your checked luggage and walk to the arrival hall where you are paired with your chauffer, holding a paging board with your name on it. After your luggage is loaded in the vehicle, you will be transferred to your hotel for

check in.

## Overnight: The Reatreat - By Heaven - Superior King Suite

# **The Reatreat by Heaven**



Built of stone and white stucco, the Retreat structures are simple and straight-edged. The flamboyance becomes evident in the garden, with its towering palms and exotic flowerbeds offering shade and colour in equal measure. The restaurant occupies a light-flooded open-plan space, but meals are often served around the pool (do try the tomato/egg shakshuka at breakfast). There's a (very) well-stocked bar with a teak counter top, and, in the grounds, the crystal-clear pool, a hot tub, sauna, and open-air gym. With their peaked ceilings and double doors, the 11 rooms are light and airy, with private patios in front that overlook the communal garden. Second patios at the rear of each room are furnished with a small table and chairs, ideal for romantic evenings under the stars. Indoors, the mattresses are deeply comfortable, made of organic cotton in the UK, and draped in mosquito netting at night. Bathrooms are spacious and luxurious with rainwater walk-in showers indoor and out.

The Retreat is a dream, from the mattress you sleep on (handmade, organic) to the food you eat (sustainably sourced). We'll be back.

Day 2, 17 January 2024 Kigali – Ruhengeri

Approximate travel time: 2 hours

After breakfast, check out of the hotel and meet your guide in the hotel lobby. Start your Kigali city tour.



Kigali, Rwanda's capital, has been at the centre of the country's dedication to move past their tragic history, and make the country stronger and better than ever. The city has been hailed as one of the cleanest, safest and prettiest capital cities in Africa. This is unsurprising considering the substantial strides Rwanda has taken to ameliorate the





country, from its ban of plastic bags to the implementation of Umuganda which sees a monthly coalition of all citizens to clean up their neighbourhoods. Kigali's extensive development has also seen the growth of cultural and contemporary activities; shopping at trendy artisan hub Kigali Cultural Village, exploring the explosion of colours at Kimironko Market, enjoying the city's burgeoning dining and café scene, or honouring the country's painful past by visiting the Kigali Genocide Memorial.

The Kigali Genocide Memorial commemorates the 1994 Rwandan genocide. The remains of over 250,000 people are interred there. There is a visitor centre for students and those wishing to understand the events leading up to the genocide of 1994. The Centre is a permanent memorial to those who fell victim to the genocide and serves as a place in which the bereaved could bury their family and friends. The Centre is managed and run by the Aegis Trust on behalf of the National Commission for the Fight Against Genocide (CNLG).

After the visit to the museums, enjoy lunch at Heaven restaurant.

After lunch you are driven to Ruhengeri.

Ruhengeri at the foothills of the Virunga volcanoes, the base for Gorilla trekking. Ruhengeri town itself, is located only 25km from Uganda boarder, and is relatively a small city of about 70,000 people. The constant flow of humanity is quite remarkable. The Town has great views of the surrounding volcanoes. People are very friendly here and although a former Belgian colony (and thus French-speaking), many people speak English here.

On arrival check into the lodge.

Dinner is included at the lodge.

Included meals: Breakfast, Lunch & Dinner Overnight: Sabyinyo Silverback Lodge



Sabyinyo Silverback Lodge is situated in the foothills of the volcanic Virungas Mountains in north-western Rwanda, on the edge of the Parc National des Volcans – known in English as the Volcanoes National Park. It is built at an altitude of 2,515m, with spectacular views of the surrounding volcanoes, mountains and countryside. The lodge is just a 20-minute drive from the national park headquarters, and is one of the most luxurious lodges in the area. Sabyinyo Silverback is a traditional yet luxurious lodge in a stunning location. As well as creature comforts, you'll find plenty of personal touches here, a friendly and efficient management team, a strong focus on community and conservation initiatives and some very high-quality service. This is a great lodge, both as a base for trekking to the gorillas, and to enjoy the scenery and many other activities on offer.



# Day 3, 18 January 2024 Gorilla trek

Set out in search of magical encounters with the ten families of mountain gorilla that makes the Virunga Mountains their home. Explore this scenic landscape, where Dian Fossey carried out her ground-breaking gorilla research, traversing slopes covered with rainforest and bamboo. Home to no less than five volcanoes, you will delve deep into the park's dense, misty forests, accompanied by an expert ranger. It typically takes between two and five hours to locate your allocated gorilla family and you will then have the opportunity to spend some time quietly observing these charismatic creatures.

A wildlife experience with the magnificent mountain gorilla is like no other. Savour every second as you watch them foraging, playing, teasing each other, eating or slumbering in an uncanny resemblance to ourselves. At times the trek to view them may be arduous, with steep rises covered in dense vegetation.

Inhabiting areas which are not easily reachable, gorillas reside where there is an abundance of food plants near the ground and think nothing of climbing incredibly lofty hills to get to them. Your formidable trek will be richly rewarded when you first set eyes on these extraordinary creatures. Try to spend as much time as possible in this phenomenal part of Rwanda, as it is a very special place.

Upon arrival, you will be welcomed back with refreshments.

The rest of the day can be spent at leisure.

There are 13 fully habituated gorilla families living in Volcanoes National Park. To limit the amount of contact the gorillas have with humans, the maximum number of visitors per trekking group is eight.

- > The maximum duration of a viewing per group is 1 hour per day.
- > Due to safety reasons and to limit possible disease transmissions, the minimum age to view gorillas is 15 years. (Children under 15 are more prone to infection.)
- > To safeguard the gorillas, visitors who display cold, flu or other respiratory tract symptoms won't be allowed to participate in treks. The park office has the authority to deny any such visitor/s access and in instances like these, the cost of the visitor's gorilla-tracking permit will be refunded.
- > Gorilla trekking is strenuous. Therefore, visitors with conditions that could be triggered by high altitudes or vigorous exercise are advised to consult with their general practitioner and have a certificate of health issued.
- > Stretchers are available for visitors with limited mobility at a rate of USD 200.
- > Smoking and spitting in the park are strictly prohibited.
- > While gorilla sightings and encounters are very reliable, viewing is dependent on variables such as weather and trekking conditions. Gorilla trekking will take place regardless of prevailing weather conditions.
- > Currently, a negative PCR test is required 72 hours before trekking.

#### Gorilla etiquette

- Please do not consume any food or drink while in the presence of gorillas.
- Only cameras are allowed while viewing gorillas. VNP'S Trackers will keep the rest of visitors' belongings away from the gorilla family during viewings.



# TOURCAN VACATIONS

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- Visitors should keep their voices low and refrain from making any rapid movements when they're close to the gorillas.
- Masks are compulsory to protect the gorillas from infection. If you need to cough or sneeze, you should cover your mouth and nose and turn away from the gorillas. To minimize the possible transmission of human diseases, visitors are requested to maintain a distance of 7 metres (23 feet) from the gorillas.
- If a gorilla should charge or vocalize, do not panic. Stand still, look away from the gorilla and follow the guide's instructions.
- No flashes are permitted when taking photographs of the gorillas.



Included meals: Breakfast, Lunch & Dinner Overnight: Sabyinyo Silverback Lodge

Day 4, 19 January 2024 Golden monkey trekking Return to Kigali Approximate travel time: 2 ½ hours

Discover the playful and inquisitive nature of the golden monkey, a beautiful little creature found only in the highaltitude forests of the Volcanoes National Park. Spend the morning searching the lush vegetation at the foot of Mount Sabyinyo for one of two habituated groups of golden monkey, one of them a troop of more than 80 members. Spend an enchanted hour watching their frolics as they leap among the slender shoots of bamboo or tumble among the dense foliage on the forest floor.



Active, sprightly little creatures, the golden monkeys are incredibly entertaining as they amuse themselves swinging through the bamboo or racing after one other in circles around and above you. Blending in perfectly with the golden bamboo, they are very pretty, with shiny reddish-gold backs.

Unique to the Virunga Mountains range, which covers the Democratic Republic of Congo, Rwanda and Uganda, these delightful golden monkeys are an endangered species. Rwanda and Uganda are the only two countries where visitors have the chance of trekking to see them up close.

Hiking to see them is one of the more leisurely activities in Volcanoes National Park. The scurrying primates inhabit the bottom of the mountain range in the bamboo forest and the terrain here is relatively flat and easy to hike. Enjoy lunch at the lodge then check out and return to Kigali. Check into the hotel.

Included meals: Breakfast & Lunch
Overnight: The Reatreat - By Heaven - Superior King Suite

Day 5, 20 January 2024 Depart Kigali

Check out of the hotel after an early breakfast and you are transferred to Kigali International Airport.

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

# What your package includes

- All airport transfers and assistance
- 2 nights accommodation in Kigali at The Reatreat By Heaven on Bed and Breakfast
- 2 nights accommodation at Sabyinyo Silverback Lodge including all meals
- Private transport in a 4x4 tourist converted jeeps
- Services of an English speaking driver-guides
- Compulsory Emergency Evacuation Service
- City Tour of Kigali with a visit Genocide Museum, lunch in Kigali
- 1 Gorilla permit
- 1 Golden Monkey Permit
- Bottled drinking water while trekking and in vehicle.
- All taxes on the services quoted above

#### Not included

- International & regional airfare and related fees
- Rwanda visa fees
- Comprehensive travel insurance cover.
- Early check in and late check out at the hotels
- Excess baggage
- ❖ All personal expenses laundry, telephones,
- Personal expenses such as tips for meals, gratuities for guides & drivers, all alcoholic and other beverages, telephone calls and laundry
- Any other services not mentioned above



## Tour Cost Including Gorilla Permit (must be booked well in advance as permits issued are limited)

Minimum 2 or 5 passengers: CAD 11,500 per person

Minimum 6 or 10 passengers: CAD \$ 10995 per person

Single supplement CAD 2495

#### CHILDREN UNDER THE AGE OF 15 WILL NOT BE ISSUED GORILLA PERMITS

## TIPPING GUIDELINES (Suggested guidelines only)

Transfer Driver US \$2.00pp

Porterage US \$1.00pp per movement

Driver-guide US \$10.00 per day Lodge Staff US \$2.00pp per day

Restaurants 10-12%

ON THE GORILLA TREK

Porters do not earn any salary. If you do choose to take a porter the minimum tip we recommended for a porter is US\$10 (or about Rwanda Francs 5,000) per track.

Guides (1 per group), Trackers (2-3 per group) and Security personnel (2-4 per group) do earn salaries. We recommended US\$15 for the trackers/security personnel and US\$25 for the head guide/assistant per guest per day of tracking.

Some lodges have slightly different gratuity schedules, but these are usually stipulated clearly in the camp's collateral.

We would like to emphasize that tipping is definitely not a requirement but should be undertaken only by choice and dependent on service received. Whatever you believe to be appropriate will be appreciated by the staff you have met.

#### **RWANDA TRAVEL TIPS**

**Name:** Republic of Rwanda. It borders Uganda to the North, Tanzania to the East, Burundi to the South and the Democratic Republic of Congo to the West.

Time: +2 GMT.

Size: 26, 338 km<sup>2</sup>. Roughly the size of Maryland



**Geography:** Rwanda is a landlocked republic in Equatorial Africa, situated on the eastern rim of the Albertine Rift, a western arm of the Great Rift Valley, on the watershed between Africa's two largest river systems: the Nile and the Congo. Much of the country's 26, 338 km is impressively mountainous, the highest peak being Karisimbi (4, 507m) in the volcanic Virunga chain protected by the Parc des Volcans. The largest body of water is Lake Kivu, but numerous other lakes are dotted around the country, notably Burera, Ruhondo, Muhazi and Mugesera, some of which have erratic shapes following the contours of the steep mountains that enclose them.

**Climate:** Rwanda has a temperate climate with temperatures of 25-30°C during the day; 15° at night throughout the year. Nights can be chilly in Nyungwe and the Virungas. Most parts of the Country receive in excess of 1, 000 mm of rainfall.

Rwanda experiences two rainy seasons- the long rains between February to June and the short rains between mid-September to mid-December. Dry months are January, July, and August to mid-September. The country can be visited throughout the year.

**Population:** 11, 689, 696 (July 2012 est.)

**Currency:** The unit of currency is the Rwanda Franc in both coin and paper denominations. Currency exchange service is available in most banks, bureaux de change and hotels. Hotel Des Mille Collines, Kigali Intercontinental, Novotel Umubano and Kenya Airways accept internationally recognized credit cards. Traveller's cheques are not readily acceptable however popular brands in US-Dollars can be exchanged in the banks. Holders of American Express credit cards can withdraw money from BCDI headquarters.

**Languages:** English, French, Kiswahili, Kinyarwanda. French, English and Kinyarwanda are the official languages. French is widely spoken throughout the country. In most tourist centres, English is spoken.

**Public Holidays:** In addition to the public holidays below, Good Friday and Easter Monday, the following public holidays are recognized.

THINGS TO KNOW BEFORE YOU GO

**Passport and Visa:** A valid passport is mandatory. Visa is required except for nationals of Burundi, Canada, Germany, Hong Kong, Kenya, DR of Congo, Mauritius, South Africa, Sweden, Tanzania, Uganda, UK and USA. Obtain visa from Rwanda foreign missions abroad. Visa can also be gotten upon arrival without any complication.

When to visit: Throughout the year.

**Dressing:** Dressing codes are informal. Light clothing is recommended during the day but at night a light sweater can be necessary. Hiking boots are recommended for Volcanoes and Nyungwe Forest. Sunglasses and a hat may be necessary especially during the hot months. For gorilla tracking a baseball cap is recommended.

What to bring: Camera, field guides (for birds, Ber Van Perlo's illustrated Birds of Eastern Africa), a pair of binoculars, a video camera for non-professional photography is recommended even when visiting gorillas.

**Communication:** Rwanda's telephone network is very efficient. The entire country is covered by a mobile phone network provided by the MTN Rwanda Cell, the leading telecommunications company in the country. One can easily make international calls even from the phone kiosks available in the streets. You can surf the internet from the cyber cafes in various towns.



**Photography:** It is advisable to seek permission before photographing the local people. Flash is prohibited when photographing gorillas.

**Health:** Yellow fever certificate is required for all travelers is required if you have been transiting infected areas. For any travel between South Africa and Rwanda, a Yellow Fever certificate is mandatory, even for passengers in transit. Malaria Prophylaxis is recommended. It is not recommended to drink tap water. Boil it or buy mineral water from the shops. The equatorial sun can be deceptive even on overcast days. Sun glasses and sun creams are recommended especially if you intend to sun bath at Lake Kivu.

**Security:** Rwanda is as safe as (if not safer than) most other countries. However some common sense precautions should be taken. Do not flaunt your wealth by wearing expensive jewelry or carrying large wads of money openly. Avoid changing money in the streets. Likewise avoid overcrowded streets. Leave your valuables with the hotel for safe keeping.

**Electricity:** 230/240 volts at 50 Hz.

#### **TOURCAN VACATIONS TERMS & 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:** A non-refundable deposit is required at time of booking unless otherwise stated in your invoice. 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 unused portion including hotels, sightseeing, cruises, transfers, meals, international or domestic flight with or without notice, unless cancelled or missed by the supplier.

\*Plus any unrecoverable deposits paid to airlines or suppliers.

#### 11. FLIGHTS AND CARRIERS

# Customers acknowledge and accept the following

**Changes:** Flights offered by Tourcan Vacations are conducted in accordance with the applicable tariffs of the air carrier and pursuant to regulations set out by the Canadian Transportation Agency. All such flights and rates are also subject to approval by the relevant government authorities. Consolidations and changes in the published schedule, aircraft type, days of operation, air carrier providing air transportation and flight itinerary may be undertaken at any time and without prior notice, in accordance with the air carrier's tariffs.

**Fares and Names:** Fares and taxes may increase between the time of quoting, booking and tickets being issued. The fares quoted are subject to class availability and may have booking conditions attached.

Tickets must reflect the passengers name as shown in their passport. If names are not reflected correctly boarding may be denied.

Schedule Check and Connecting Flights: Flight schedules are subject to change without notice. Customers having purchased air only must reconfirm their return flight within 24 to 72 hours prior to the scheduled take-off time. Tourcan Vacations undertakes to notify customers reasonably in advance through means it deems appropriate of any schedule changes resulting in the advancement or delay of the flight departure times or in case of cancellation of a flight. Whenever customers book connecting flights, they must allow sufficient time to make their connection. No control can be exercised over air carriers to guarantee flight schedules, which may be altered or affected by various circumstances. Tourcan Vacations will not be liable for any change of schedule or a missed flight connection, including any additional fees incurred and special, incidental or consequential damages (including the carriage of baggage) arising from the foregoing, whether or not it had the knowledge that such additional fees or damages might be incurred.



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**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 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 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.

