

# TOURCAN VALUE 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 of \$300.00 per person is required at time of booking unless otherwise stated in your invoice. Tourcan Value 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 Value Vacations constitutes a contractual agreement between Tourcan Value Vacations and the customer and implies your acceptance of Tourcan Value 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 Value 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 Value 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 Value 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 Value 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 Value 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 Value 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 Value 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 Value 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 Value 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 Value Vacations reserves the right to substitute them for comparable goods or Travel Services, or, alternatively, to cancel them.

- Changes to itinerary: Tourcan Value 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 Value 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 Value 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 Value Vacations' employees, the employees of its service providers or others upon whom Tourcan Value 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 Value 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 Value 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 Value Vacations or of its service providers.

**22. EXCLUSION OF LIABILITY:** Tourcan Value Vacations makes arrangements with air carriers, hotels, transfer operators and other independent parties to provide customers with Travel Services they purchase. Although Tourcan Value 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 Value 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 Value 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 Value Vacations has no control.

**24. CONFIDENTIALITY:** Tourcan Value 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 Value 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 Value Vacations is registered as a wholesaler in Ontario.

**26. I understand that the Quarantine Act is in place by the Government of Canada, which is subject to change or to be extended at any time.** This requires me to legally self-isolate for 14 days upon re-entering Canada, unless participating in a Government authorized Rapid Test Project (which is subject to its own rules). I also understand that entry requirements for the country I am travelling to may change at any time without notice and it is my sole responsibility to inform myself of such requirements. Entry requirements may also include providing proof of a negative COVID-19 test upon arrival.

For travel arrangements including a flight, I understand that the airlines and Government regulatory bodies (including Transport Canada) have put measures in place to determine whether I am able to fly. If I am denied boarding, I understand that all expenses will be solely mine to incur with no refunds or credits offered by the Travel Agency, Airline or Travel Operator(s).

**I understand that I may be asked the following while travelling abroad from government officials, immigration, airlines, hotels and other travel operators:**

- a. Asked to confirm that I have been advised that the carrier may impose COVID-related measures, and I agree to comply.
- b. Asked Covid questions such as if I have a cough/fever/runny nose, breathing problems, or been denied boarding within the past 14 days, or been subject to a mandatory quarantine order.
- c. I may be scrutinized for symptoms such as fever/cough/runny nose, breathing problems, and denied boarding if any are perceived, regardless the answers given to the questions.
- d. I am obliged to wear a face covering when boarding, flying and disembarking (subject to some exceptions, e.g., when eating), and comply with instructions from a gate agent or cabin crew, failing which I can be denied boarding and/or subject to a fine.

If flying into Canada, my temperature will be taken by the carrier unless in possession of a medical certificate attesting that the elevated temperature is due to something other than COVID.

I understand that any denied services due to failure to comply with carrier or operator rules and any expenses I incur due to a result of denied services are solely my own expense and I will not hold my Travel Agency or travel specialist financially or legally responsible.

I confirm that I have reviewed all travel restrictions and notices put forth by the Government of Canada as found on <https://travel.gc.ca/> [travel.gc.ca] and understand that the restrictions can change at any time.

I understand that as of November 21, 2020 it is mandatory to participate in the ArriveCAN program when returning to Canada:

As part of Canada's efforts to reduce the spread of COVID-19, air travellers must provide travel and contact information, their quarantine plan, and a COVID-19 symptom self-assessment digitally using ArriveCAN before they board their flight to Canada. Land or marine travellers are also strongly encouraged to use ArriveCAN to reduce processing time at the Canadian border and limit points of contact between travellers and officials.

Travellers are also required to provide certain information within 48 hours of entering Canada. Certain exemptions apply for exempt travellers. See [Canada.ca/ArriveCAN](https://canada.ca/ArriveCAN) [canada.ca] for more details.

I also understand that I am subject to the local laws and restrictions put forth by the Government officials in any and all countries that I am visiting during these travel arrangements and they are subject to change at any time.

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