

## ***Tourcan Vacations / Photo Tour Trekkers Terms & Conditions***

Things to know before you go: The purchase of this tour offered by Photo Tour Trekkers and escorted by James Cowie and or hosts as listed on the specific tour you are booking, constitutes a contractual agreement between Tourcan Vacations and the customer and implies your acceptance of these terms and conditions. Please ensure you read carefully and understand these terms and conditions prior to booking.

### **1. PRICE INCLUSIONS**

Airfare including taxes from Toronto or other gateway as specified, group transfers, cruise, local tours, entrance fees, accommodation - in twin bedded rooms/cabin with private bath or shower, and meals as specified on your itinerary. Handling of one suitcase (per person) for hotel check-in/ check-out and ground transportation. Please ensure your luggage does not exceed individual airlines weight specifications. There may be a charge for excess weight and/or excess pieces of luggage.

### **2. WHAT IS NOT INCLUDED IN YOUR TOUR PRICE**

Required Visas & Airport Fees as specified, Travel Insurance, telephone/internet usage and data port charges at local hotels, internet cafe's or on cruise ships, optional excursions, meals and drinks not specified in the itinerary, spa treatments, tips to local tour guides/bus drivers/chambermaids, tipping at meals, items of a personal nature.

### **3. PRICES INDICATED**

Prices are quoted per person based on double occupancy, in Canadian dollars, 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 not exceeding 7% of the total price.

### **4. PAYMENT CONDITIONS/RESERVATIONS/DEPOSIT/CONFIRMATION**

Reservations are strictly personal and must be accompanied by deposit or payment in full before they can be considered confirmed. Initial non-refundable

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deposit of \$600 per person is required at time of booking unless otherwise stated on registration form. For bookings made within 60 days applicable full payments will be due at time of booking subject to availability. No space will be held or guaranteed without deposit. Cancellation penalties outlined in sections 8-9.

### **5. PAYMENTS**

Balance payment must be received by Tourcan Vacations by due date as specified on registration form. If 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.

### **6. PAYMENT BY CREDIT CARD**

Verbal authorization given by the customers to Tourcan Vacations for the use of the credit card confirms the reservation, whether or not the registration form is signed. However, customers must stipulate in writing that the credit card may be used without their signature within 7 days.

### **7. CHARGES FOR CHANGES**

Due to airline/cruise/tour operators regulations any deviation requests will be considered subject to group requirements and space availability. The deviation fee(s) will be assessed at the time of the request. No date changes will be permitted within 72 days of departure. Change in room occupancy: 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 in the event the occupancy increases from single to double. No refunds will be offered for decreases in room occupancy. Change in customer's name: Name provided to TOURCAN VACATIONS at time of booking must be identical to your valid Passport and/ or other applicable ID required for travel. It is your responsibility to ensure your name is spelled correctly based on documentation provided to TOURCAN VACATIONS at time of deposit and/or time of booking. Changes of customer's names for air/tour operator/ cruise line will be on request and subject to requested fee. Providing our land/tour/ cruise supplier will agree to the name change and the request is more than 30 days prior to departure a minimum fee may apply. Name corrections after air tickets are issued will result in a minimum change fee of \$200 CAD.

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### **8. CANCELLATION CHARGES**

Charges will apply in the event of any cancellation. No services either cancelled or unused subsequent to departure will be refunded. Insurance premiums are non-refundable, in whole or in part, whether cancelled before or after the departure date.

### **9. CANCELLATION BEFORE DEPARTURE DATE**

If cancellation is necessary, please advise Tourcan Vacations in writing immediately.

Cancellation up to 60 days prior - deposit is non-refundable. Cancellation 59-0 days prior to departure is 100% non-refundable of total cost.

### **10. 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.

Schedule Check and Connecting Flights: Flight schedules are subject to change without notice. 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 could be cancelled and their seats assigned to other customers, with no right of recourse.

Seat assignment: Every attempt will be made to arrange advance seat assignment for the group. Please advise your preference on your registration form. Seat assignment cannot be guaranteed. Exit row and bulkhead seating are subject to additional fees if the airline permits advance seating of these seats. These seats usually need to be arranged at time of airport check in.

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 air ticket. Any amendments or changes to the applicable 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 the cancellation of a reserved space or removal of a passenger due to, but not limited to, safety reasons, to prevent any hazard or risk to such passenger, to any other person or property, or to the flight.

### **11. 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.

### **12. BAGGAGE**

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, a la Carte dining may be replaced by buffet or vice-versa.

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Food, water and beverages: The food, water and beverages may not be up to Canadian standards. Accordingly, customers assume sole responsibility for any illness suffered while abroad or upon return owing to the quality of the food, water or beverages.

### **15. 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.

### **16. CHECK-IN AND CHECK-OUT CONDITIONS**

Customers acknowledge and accept that hoteliers, in accordance with international standards, request that occupants check in between 2pm and 3pm and check out generally by 12pm on the day immediately preceding a late night departure.

### **17. CUSTOMERS REQUIRING ASSISTANCE, DIETARY NEEDS AND CARE WHEN TRAVELING**

All customers requiring special care, specific dietary needs, assistance, attention or treatment must advise Tourcan Vacations at the time of booking. Although reasonable attempts will be made to provide the services requested, TOURCAN VACATIONS cannot guarantee any/all specific requests. Facilities for special needs passengers in hotels, cruise ships may be limited. Services required for a passenger with special needs may not be available and/or subject to local surcharges or advance payment. Please check with TOURCAN VACATIONS agent prior to booking.

### **18. CHANGES TO TRAVEL SERVICES**

If confirmed goods or 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 a coach/cruise or tour itinerary, Tourcan Vacations and the participating coach/cruise or tour operator reserve the right to

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cancel, alter or re- schedule any timing, to omit one or more stops, to substitute alternative itineraries or to otherwise amend the coach/cruise or tour content of this tour with or without prior notice to the passenger.

### **19. 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 and in the original pharmacy containers. Customers must also consult competent medical authorities prior to departure about preventive medical measures. The Public Health Agency of Canada recommends that you visit your family doctor or a travel medical clinic prior to departure to advise you of precautions as it relates to your destination.

**Activities:** Tourcan Vacations cannot be held responsible for any accident or mishap occurring at the destination during the activities in which the customers participate of their own free willing initiative.

### **20. 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 threat thereof; Fire, flood, explosion, earthquake, epidemics, quarantine, storms, lightening, 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 any ability to provide labour, fuel or facilities. Any strike, lock-out, labour dispute or other industrial disturbance whether involving Tourcan Vacations employees, the employees service providers or others upon whom Tourcan Vacations relies. Any government order, regulation, action or inaction or any failure is to obtain the approval of a

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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 operations. Others whom Tourcan Vacations relies for the performance of the whole or 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.

### **21. EXCLUSION OF LIABILITY**

Tourcan Vacations is licensed to confirm air carriers, hotels, transfer operators and other independent parties to provide customers with Travel Services they purchase. Although Tourcan Vacations took great care in selecting these arrangements, it does not have control over them and cannot be held responsible for the omission, fault of negligence of the individual service providers, or that of their employees, nor 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.

### **22. ACTIVITIES NOT INCLUDED**

Tourcan Vacations shall not be held liable or responsible for the quality and/or safety of activities (such as excursions, optional tours, public transportation, taxi services or any other misc. activities) available at destination that customers may wish to participate in which are not included in the tour 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 understood 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 arise as a result of participation in any such activities which are operated by third parties over whom Tourcan Vacations has no control.

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### **23. TOUR PARTICIPATION**

Tourcan Vacations/Photo Tour Trekkers reserves the right to accept or decline any person as a Tour participant and to expel from a Tour any participant whose conduct is deemed incompatible with the interest of the Tour group.

### **24. PREMATURE TERMINATION FROM GROUP**

Any person's vacation may be terminated at any time, at the risk and expense of the person, where the person's behaviour or physical or mental condition renders him or her, in the opinion of a physician, unfit for travel or a risk or danger to himself or herself or to anyone in the group. Any person whose presence causes or may cause disturbances to other group members or the tour escort, including those person's engaging in excessive, disruptive or obscene behaviour will be removed from the group. Such person may be left at the closest town or city without any liability to Tourcan Vacations, or Photo Tour Trekkers. Tourcan Vacations and Photo Tour Trekkers will not be required to refund any portion of the trip paid by any person who must leave the vacation prematurely for any of the reasons set forth above or who voluntarily leave the tour for any other reason, nor shall Tourcan Vacations and Photo Tour Trekkers be responsible for lodging, meals, medical care or return transportation or other expenses incurred by the person.

### **25. COMPLIANCE**

You agree to comply with any reasonable instruction issued by Tourcan Vacations or its representative prior to or during your tour. For your safety and security, it is your responsibility to advise your Tourcan Vacations/Photo Tour Trekker Tour Escort in a timely manner of any requirements for deviation from organized tour itinerary or activities while traveling on a Tourcan Vacations/Photo Tour Trekker Escorted Tour.

We regret that we are not able to provide refunds for any missed prepaid tour activities or organized meals.

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### **26. TRAVEL INSURANCE**

It is strongly recommended that all travellers obtain adequate insurance coverage to protect themselves should they be obliged to cancel their tour due to health/illness or unforeseen circumstances. We also strongly recommend that you purchase adequate medical insurance coverage for duration of your tour. You agree that Tourcan Vacations shall not be held responsible or liable for health problems that may arise or be aggravated while traveling or while at your destination. Standards of medical care may differ from those in Canada. Treatments may be expensive and payment in advance may be required. Travel Insurance must be purchased at time of booking. Should you choose NOT to purchase any type of Travel Insurance, you will be required to sign Tourcan Vacations "Waiver" form declining Travel Insurance.

### **27. TOUR DOCUMENTS**

Your tour documents, travel literature, comprehensive pre-departure documentation will be provided to you prior to departure. Please read the information carefully as it contains essential information and helpful advice to make your tour as enjoyable as possible.

### **28. COMPLAINT PROCEDURES**

Should you have a complaint in respect to any portion of your tour, you should inform your Tourcan Vacations Tour Escort during the course of your tour. If the matter cannot be resolved after the Tourcan Vacations Tour Escort's best endeavours to do so during the tour, your comments should be made in writing directly to Tourcan Vacations within 15 days of your return date.

### **29. SMOKING POLICY**

There is a No Smoking Policy whilst traveling. However, you will be provided with convenient stops during local tours to provide you with ample time to smoke if you wish in locally designated smoking areas.

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### **30. CONFIDENTIALITY**

Tourcan Vacations strictly complies with principles of confidentiality with respect to customer's personal information, including in accordance with the Personal Information Protection and Electronic Documents Act.

### **31. LAWS**

The laws of the province of Ontario govern this agreement. Any legal action instituted against Tourcan Vacations must be heard before the courts of this province. For the purposes of 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 & Conditions.

Tourcan Vacations is registered as a travel agency in Ontario. Ontario Retail Registration Wholesale No. 2679578 Retail No.2743814