

Mikey's Mountain Miles Booking Terms and Conditions

1. In these terms and conditions 'MMM' shall mean Mikey's Mountain Miles, organised by Kimble Trading Limited 'KTL' registered at: 11 Laura Place, Bath, Somerset, BA2 4BL, United Kingdom.
2. The contract – A contract shall be deemed to have been made between KTL and (the "Client") when the Client has returned a signed booking form to Wings for Life 'WfL' (benefiting charity). Alternatively, a contract shall be deemed to have been made if the Client has paid the deposit payment as outlined in the MMM invoice.
3. Unless otherwise agreed in writing these conditions shall override any previous terms and conditions between KTL and the Client and all guarantees, warranties or conditions whether expressed or implied howsoever are excluded and hereby negated. No amendments to these conditions are allowed save those which may be agreed in writing by an authorised Director of KTL.
4. Schedule of Payment Details: KTL will require full payment upon issuance of the MMM invoice.
5. Tickets and other administration documents will not under any circumstances be issued prior to receipt and bank clearance of full payment relating to such tickets and administration documents.
6. Cancellation Policy: Once an invoice has been paid by the Client, all aspects of the booking are confirmed. If the client wishes to cancel their package, 100% of the total amount will be refunded if you notify KTL of the cancellation 8 weeks before the package start date. 30% of the total amount will be refunded if cancellation is made between 8 weeks and 2 weeks before the package start date or 100% of total amount if the cancellation is made 2 weeks prior to the package start date.
7. The details of a booking shown in any material supplied by MMM are correct at the time of printing but the Client shall be responsible for checking with the event organiser that no alterations have been made.
8. Snowsports can be dangerous and it is a condition of booking that KTL and its benefiting charities (Wings for Life Spinal Cord Research Foundation and Matt Hampson Foundation) and its staff are absolved from all liability arising out of accidents causing damage or personal injury (whether fatal or otherwise) however caused to customers of MMM for the entire duration of the package. This includes travel to and from the airport of first departure and the airport of final destination.
9. KTL does not provide any form of travel insurance within the cost of its packages and will not accept any liability for claims or losses suffered by customers whilst traveling.
10. KTL shall not be liable to the Client for any indirect or consequential loss or damage (including without limitation, loss of revenue, loss of profits or anticipated savings) arising out of or in connection with the performance or any breach of the contract.

11. KTL shall not be held liable for any omission by any person not employed directly by KTL. KTL is not responsible for and cannot accept any liability for the actions or omissions of the MMM event suppliers or their servants, agents or employees.
12. KTL shall not be liable for any loss, damage or expense caused by cancellation of the event because of Government action, terrorism, strike, civil commotion, pandemic, national disaster, extreme climatic conditions or force majeure. Under no circumstances shall KTL be liable for any consequential loss or damage.
13. KTL gives no warranties, guarantees or other term that the event shall take place in the time and place stipulated or at all and all conditions in respect thereof are excluded. KTL shall refund the package fee in the event of the event being cancelled or postponed. The Client is responsible for taking out appropriate insurance against any cancellation, abandonment or postponement of the event to cover any other associated costs such as flights.
14. KTL has no responsibility for any property or personal effects for the duration of the package.
15. KTL may without prejudice to any rights or remedies which it may have against the Client defer or cancel the contract if: a. the Client commits a material breach of any of its obligations under the contract which is not capable of remedy; or b. the Client has committed a material breach of any of its obligations under the contract which is capable of remedy but which has not been remedied within a period of 10 days following receipt of written notice to do so; or c. the Client enters into any compromise or arrangement with its creditors, or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other party's undertaking or assets; or d. the Client (if in business) ceases or threatens to cease to carry on its business; or e. the Client (if an individual) is made bankrupt; or f. the Client fails to pay the balance due in full with less than 16 weeks remaining prior to the event following the issue of an invoice requesting payment
16. The Client shall indemnify KTL in full against and hold KTL harmless from all claims, costs, damages, liabilities, expenses (including but not limited to legal expenses) demands and judgements awarded against or incurred or paid by KTL as a result of or in connection with any and all acts or omissions of the Client, its guests, employees, agents or subcontractors including but not limited to acts or omissions at the event and damage caused to the venue by the Client or its guests.
17. An entity which is not expressly a party to the contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract or these Conditions.
18. Unless otherwise agreed these Conditions and the contract shall be subject to and construed in accordance with English Law and subject to the jurisdiction of the Courts of England and Wales.