

# MISCHIEF EXCHANGE CARD TERMS AND CONDITIONS

These Terms and Conditions form your agreement in relation to your stored value Mischief Exchange Card which you have received either because you requested to exchange an existing booking or because you were entitled to a refund following the cancellation of a performance. Please read these Terms and Conditions carefully before you accept or redeem your card. If there is anything you do not understand or do not agree with, please contact us using the contact details at clause 12 of this agreement.

## 1. GENERAL

1.1. Your Mischief Exchange Card (**Exchange Card**) is issued by Mischief's designated ticketing services company, Only Connect Partners Limited, company number 09409349 whose registered address is at Suite 3, 4th Floor, Congress House, Lyon Road, Harrow, Middlesex, HA1 2EN company number 07477714 (**Mischief Tickets, we, us, our**). By accepting an Exchange Card you are contracting with Mischief Tickets. Mischief Tickets can be contacted via any of the methods published here:

<https://tickets.mischiefcomedy.com/site/about/>

1.2. The Exchange Card is issued following the cancellation of a booking made by you (**Underlying Booking**) and contains the monetary value which was paid by you for that booking, including any fees. It is not a credit card, charge card, cheque guarantee card, or debit card and the balance on your Card will not earn any interest.

1.3. Your Exchange Card is valid until the expiry date provided to you during the issue of the Card. You will not be able to use your Exchange Card nor claim a refund of any unused funds once it has expired.

1.4. Your Exchange Card has no cash redemption value and cannot be exchanged for cash.

1.5. To accept an Exchange Card(s) from us, you must be 18 or over and have a valid credit/debit card issued in your name.

1.6. The Exchange Card cannot be combined with any gift certificates or other coupons without our prior written approval. Exchange Cards may not be used in connection with any marketing, advertising or promotional activities without our prior written approval and may not be sold at any time. We reserve the right to limit quantities of Exchange Cards issued to any person or entity. We further reserve the right to cancel an Exchange Card if we reasonably believe that it was obtained through fraudulent or unauthorised means.

## 2. CONTRACT

2.1 The contract concerning your Underlying Booking is terminated upon your acceptance of an Exchange Card and only these Terms and Conditions apply to the Exchange Card. This Agreement takes effect upon your acceptance of an Exchange Card.

2.1. The issue of an Exchange Card from us is subject to:

2.1.1. these Terms and Conditions; and

2.1.2. any special Terms and Conditions which may be provided to you during the issue of the Exchange Card.

2.2 Your contract for an Exchange Card starts once you have confirmed that you accept an Exchange Card to terminate your Underlying Booking and expires upon either

2.2.1. you spending all of the balance of the Exchange Card; or

2.2.2. your Exchange Card expiring

whichever happens earlier. You can confirm that you accept an Exchange Card either: affirmatively, by telling us, in which case the acceptance takes place on our receipt; or passively, if we propose to provide you with an Exchange Card and you do not reject the proposal by a reasonable deadline that we set when sending you the proposal, in which case acceptance takes place upon the expiry of that deadline.

- 2.3 When you redeem some or all of the balance on your Exchange Card towards a new booking (**Redemption Booking**), the contract for that booking will be made under the terms and conditions applying to that ticket purchase at the time.

### **3. CARD ISSUE AND ACTIVATION**

- 3.1. You can only be issued with an Exchange Card by Mischief Tickets directly or by our fulfilment team at Ingresso Customer Services on our behalf and in exchange for your Underlying Booking.
- 3.2. It may take up to one (1) working day after issue for an Exchange Card to be activated and ready to use.

### **4. WHAT CAN YOU BUY WITH YOUR CARD?**

- 4.1. The Exchange Card may only be used for ticket purchases online at tickets.mischiefcomedy.com (**Mischief Tickets Site**). The Exchange Card cannot be used to purchase another Exchange Card or any other kind of purchase.
- 4.2. Mischief Tickets sells tickets and associated products and/or services on behalf of promoters, producers, teams, performers and venues. We refer to these parties who organise or provide the event and/or from whom we obtain tickets and/or associated products or services to sell to you as our **Event Partner**.
- 4.3. We sell tickets allocated to us by Event Partners. The quantity and type of tickets allocated or made available for sale by us varies on an event by event basis. Mischief Tickets does not control this inventory or its availability. Where Mischief Tickets does not have an allocation of tickets for a particular type (e.g. accessible tickets) for an event or an allocation of any tickets whatsoever for a particular event, the Exchange Card may not be used in relation to the relevant ticket type(s) or particular event(s). You acknowledge that the events available on the Mischief Tickets Site are solely those created by Mischief, may be limited in number and may only be presented in the West End of London.
- 4.4. A payment for a Redemption Booking can be made partly using the Exchange Card and partly by other accepted payment methods (for example, credit or debit cards). In respect of online purchases on the Mischief Tickets Site, the full value of any unused funds remaining on the Exchange Card must be exhausted before another payment method will be accepted in respect of the remaining value of the transaction.

### **5. CANCELLATION OF EXCHANGE CARD**

- 5.1. Exchange Cards cannot be exchanged or refunded after acceptance with one exception as set out in 5.2.
- 5.2. If (i) at the time of acceptance the Underlying Booking was for a performance which had been cancelled and (ii) you have been unable to redeem any part of the Exchange Card, you will be entitled upon request made to us by you before the expiry date of the Exchange Card to a refund of the Exchange Card balance to the payment method used for the Underlying Booking.

### **6. CARD SECURITY**

- 6.1. You should treat the Exchange Card as if it were cash. If you lose your Exchange Card you may lose any unused funds on it in just the same way as if you lost your wallet.

- 6.2. Your Exchange Card number should be kept secret at all times and should not be disclosed to anyone.
- 6.3. If your Exchange Card is redeemed in whole or in part by someone else because you did not comply with the conditions in 6.1. or 6.2 we will not be required to make up your balance as a result.

## **7. RIGHT TO TERMINATE, CANCEL OR REFUSE A TRANSACTION**

- 7.1. Mischief Tickets may cancel your Exchange Card or refuse a redemption using it if we reasonably suspect the Exchange Card is being used fraudulently or in an unauthorised or illegal manner or if we have reason to believe that you are in breach of these Terms and Conditions.
- 7.2. Mischief Tickets can terminate the Exchange Card agreement between us and refund any unused funds to you at any time if we give you thirty (30) days' notice.

## **8. YOUR PERSONAL INFORMATION**

- 8.1. Any personal information which you may from time to time provide in connection with your Exchange Card shall be processed in accordance with Mischief Tickets Privacy Policy.
- 8.2. Any choice made by you in connection with your Underlying Booking as to give or withhold your consent to receive marketing information from us will be unaffected by the acceptance of an Exchange Card.
- 8.3. Acceptance of Exchange Card indicates your intention to redeem it for events available for purchase on the Mischief Tickets Site. From time to time we will inform you about such events and in doing so we will be processing your personal information on the lawful basis of Contract, the relevant contract being this one. Each time we communicate with you in this way you will have the opportunity to opt out from receiving further information.

## **9. LIMITATION OF LIABILITY**

- 9.1. Mischief Tickets will not accept liability for Exchange Cards which are lost, stolen, destroyed or used without permission unless Mischief Tickets has caused this by its negligence.
- 9.2. Mischief Tickets will not be liable for any loss, injury or damage to any person (including you) or property howsoever caused (including by us)
  - 9.2.1 in any circumstances where there is no breach of a legal duty of care owed by us;
  - 9.2.2 in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury resulting from our negligence);
  - 9.2.3 to the extent that any increase in any loss or damage results from breach by you of any of the terms of these Terms and Conditions or your negligence.
- 9.3. Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence, fraud or other type of liability which cannot by law be excluded or limited.

## **10. UPDATES TO THESE TERMS AND CONDITIONS**

- 10.1. Mischief Tickets may update these Terms and Conditions from time to time. We will notify you of any change to these Terms and Conditions as required by law. We will also post an updated copy on our website. Please check our website periodically for updates.

## **11. QUERIES AND COMPLAINTS**

- 11.1. If you have any queries or complaints regarding your Exchange Card, please contact us, quoting your Exchange Card number which is contained in the email sent you on issue. Some complaints can take up to twenty-eight (28) days to resolve, but we will get back to you as soon as possible.
- 11.2. If any dispute arises, we shall use our reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable settlement satisfactory to you and us.
- 11.3. Although this does not restrict your rights to pursue court proceedings, if we are unable to settle any dispute by negotiation within twenty-eight (28) days, you and we may attempt to settle it by mediation. To initiate mediation a party must give written notice to the other parties to the dispute requesting mediation. The mediation shall be conducted in accordance with an established process appropriate to the type of dispute and to which we both have agreed.
- 11.4. If acceptance of your Exchange Card took place before 31<sup>st</sup> December, 2020, as an online trader and pursuant to European Union legislation, Mischief Tickets also draws your attention to the European Commission's Online Dispute Resolution platform, where you can access for further information about online dispute resolution.

## **12. MISCELLANEOUS**

- 12.1. Any delay or failure to exercise any right or remedy under this agreement by Mischief Tickets shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 12.2. This agreement does not create any right enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999 (Act), but does not affect any right or remedy that a third party has which exists or is available apart from that Act.
- 12.3. All of these Terms and Conditions are governed by English Law and any disputes arising out of any transaction with Mischief Tickets are subject to the exclusive jurisdiction of the English Courts.

**ENDS**