



Partner Rewards Programme Terms

Version 1.0

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About these Terms

These Partner Rewards Programme Terms (the "Partner Terms") form an agreement between Spool Ticketing Ltd ("Spool", "we", "us" or "our") and the person or organisation accepted by Spool as a Partner ("Partner", "you" or "your").

They govern referrals, reward calculations, statements, payments and use of the Partner area. They do not appoint the Partner as an employee, agent, representative, reseller or joint venture of Spool.

What this means: These are the rules for earning and receiving Partner Rewards. The programme is a commercial referral arrangement, not employment or authority to act for Spool.

1. Who these Terms apply to

These Partner Terms apply whenever a Partner joins or uses the Partner Rewards Programme, introduces a potential Organiser to Spool, receives a Partner reference, accesses a Partner dashboard, receives a statement or accepts or receives a Partner Reward.

A Partner may also hold a promoter, venue or other Spool account. Each role remains separate. Partner access does not automatically provide access to Event management, Customer information, another Organiser's account or any other restricted area of Spool.

What this means: Your Partner role is separate from any promoter or venue role. It gives you access to your reward information, not to another business's events, customers or sales records.

2. Joining and accepting the Programme

Participation is subject to Spool's approval. Spool may create a shell Partner profile for internal attribution before the Partner has activated an account, but no payment is due until the Partner has completed any required identity, payment, tax and acceptance steps.

Acceptance must be given by actively ticking or checking an online checkbox presented by Spool, or by another clear affirmative electronic action specifically confirming acceptance of the current version of these Partner Terms. The checkbox must not be pre-ticked.

Spool may record the accepting user, Partner identity, date, time, account identifier, IP address, version accepted, checkbox wording and the document made available at acceptance. Material changes may require fresh acceptance before further rewards become payable.

What this means: Spool must approve the Partner and you must actively accept the current Terms. We keep a proper record of the version and wording accepted.

3. Partner status and conduct

The Partner acts independently and is responsible for its own conduct, communications, expenses, tax and legal obligations. Nothing in these Partner Terms authorises the Partner to bind Spool, promise pricing, negotiate contracts, collect money, provide guarantees or make statements on Spool's behalf.

The Partner must describe the Programme accurately and must not use pressure, deception, spam, impersonation, misleading claims or unlawful marketing to obtain referrals. The Partner must not suggest that it has access to confidential Spool, Organiser, Event or Customer sales information.

What this means: You can recommend Spool, but you cannot speak or contract for us, promise deals, or imply that you can see another organiser's private performance data.

4. What counts as a referral

A referral is a direct introduction by the Partner that results in a new Organiser relationship accepted and attributed by Spool. A referral is not automatically valid merely because the Partner knows, mentions or later claims contact with an Organiser.

Spool may require the introduction to be made through a Partner link, referral code, email introduction, recorded lead form or another approved method. The Partner should make the introduction before the potential Organiser independently creates or meaningfully engages with a Spool account, unless Spool agrees otherwise.

No reward is due for self-referrals, duplicate claims, existing Spool leads, existing or previously active Organisers, fabricated introductions, referrals obtained unlawfully, or relationships that Spool reasonably determines were not materially introduced by the Partner.

What this means: A genuine direct introduction must be recorded and accepted by Spool. Simply knowing someone,

mentioning them later or claiming an existing lead does not create a reward entitlement.

5. Referral attribution

Spool decides whether and when a referral is attributed after reviewing the available records. Attribution may include a start date, reward rate, eligible accounts, excluded Events and any other conditions shown in the Partner record.

Where more than one person claims the same referral, Spool may consider the timing, evidence and substance of each introduction. Spool's reasonable decision will apply unless a clear administrative error is identified.

Referral attribution is personal to the approved Partner and cannot be sold, transferred, assigned or shared without Spool's written agreement.

What this means: Spool records which Partner introduced the relationship and from what date. We resolve duplicate claims using the evidence held, and the referral cannot be sold or transferred.

6. Reward rate and eligible tickets

Unless a different rate is clearly shown in the Partner account or confirmed by Spool in writing, the standard Partner Reward is 10p for each eligible ticket recorded against an active referred Organiser attribution.

An eligible ticket is a paid, completed and non-refunded ticket transaction processed through the qualifying Spool service during the active attribution period. The following do not qualify:

- complimentary, guest-list, staff, performer, sponsor or other free tickets;
- refunded, reversed, disputed, charged-back, failed, test or fraudulent transactions;
- tickets sold through another platform, at the door, in cash or outside the qualifying Spool transaction flow;
- tickets sold before the attribution start date or after it ends;
- Events, accounts, ticket types or promotional periods expressly excluded by Spool; and
- activity created or manipulated primarily to obtain a Partner Reward.

A Partner Reward is paid from Spool's own platform income. It does not increase the referred Organiser's agreed fees or the Customer's booking fee.

What this means: The usual reward is 10p for each genuine eligible Spool ticket. Free, refunded, external and invalid sales do not count. The reward comes from Spool's fees, not as an extra charge to the referred business or its customers.

7. Pending, confirmed and payable rewards

Rewards may pass through the following stages:

Status	Meaning
Pending	Recorded from qualifying activity but not yet final because the Event, settlement, refund or dispute period has not completed.
Confirmed	Checked and accepted in the Partner ledger, subject to later correction for refunds, chargebacks, fraud or clear calculation errors.
Payable	Confirmed and included in the balance available for the next applicable payout run once

Status	Meaning
	the payout threshold and account requirements are met.
Paid	Sent using the recorded payout method and assigned a payment reference.

Spool may delay confirmation or payment while an Event remains live, postponed, cancelled, disputed, under review, or subject to unresolved Stripe, fraud, compliance or refund risk.

What this means: A sale can appear as pending before it becomes confirmed. Rewards are paid only after the relevant checks, so later refunds or disputes can be handled correctly.

8. Statements, balances and payout threshold

Spool will make aggregate Partner Reward information available through the Partner account and/or a periodic statement. Statements will normally show the opening balance, new rewards, adjustments, payments and closing balance.

Rewards are normally paid only when the payable balance reaches at least £20. Amounts below the threshold roll forward. Reaching the threshold does not require Spool to make an immediate individual transfer; the balance will normally be included in the next scheduled monthly payout run after checks are complete.

Spool may apply a higher or lower threshold, alternative timing or a different payment method where this is clearly shown in the Partner account or agreed in writing.

What this means: You can see the overall reward balance and statement movements. Payments normally start once at least £20 is payable, with smaller balances carried into a later month.

9. Information shown to Partners

Partner statements and dashboards provide aggregate reward information. Spool does not directly provide the Partner with Customer personal data, ticket-buyer details, event-by-event sales reports, organisation-by-organisation reward figures, Event turnover or confidential Organiser account information.

Where a Partner has only one or a small number of active referrals, the Partner may be able to estimate some qualifying activity from an overall reward figure. Any estimate may be incomplete or inaccurate because rewards can exclude complimentary tickets, refunds, disputes, external sales, excluded Events, inactive periods and other adjustments. Spool does not confirm inferred Organiser-level ticket sales.

Spool is not required to disclose how many referrals a Partner has, how a total is divided between them, or another Organiser's confidential records in order to explain or verify a statement.

What this means: You receive an overall reward figure, not a breakdown of another business's sales. With very few referrals you may be able to make an estimate, but Spool does not confirm it or disclose the underlying client records.

10. Confidentiality and non-interference

The Partner must keep non-public referral, reward, statement, account and commercial information confidential and use it only to participate in the Programme and manage its own records.

The Partner must not:

- contact a referred Organiser to investigate, verify or challenge its sales performance;
- pressure, threaten or disadvantage an Organiser because attribution has ended or may end;
- publish or share an inferred estimate of an Organiser's sales, revenue or Event performance;
- represent that Spool has supplied Organiser-level sales information;
- use reward information for competitive intelligence or unrelated commercial purposes; or
- share dashboard access, statements or payment information with an unauthorised third party.

What this means: Enjoy and monitor the rewards, but do not use them to investigate or pressure referred businesses, reveal estimates about their performance, or claim access to private Spool sales information.

11. Referred Organiser requests and ending attribution

A referred Organiser may ask Spool to stop any future Partner Rewards linked to its account. Spool may end the attribution from the effective date it records without requiring the Organiser to prove loss or provide a reason.

Ending attribution normally affects only eligible activity after the effective end date. Rewards validly accrued before that date remain subject to confirmation, refunds, disputes, fraud checks and calculation corrections.

Spool may tell the Partner that future attribution has ended but is not required to disclose the Organiser's reasons, communications or confidential information. The Partner must not contact, pressure or retaliate against the Organiser about the decision.

Spool may identify the Partner to the referred Organiser where reasonably necessary for transparency, administration, complaint handling, a legal obligation or a direct request. The Partner accepts that their name, business name or Partner reference may therefore be mentioned in connection with the referral.

What this means: A referred business can ask Spool to stop any future rewards linked to its account. You normally keep rewards already earned before the cut-off, but you may be told only that the attribution ended, not why. The business may also be told who introduced it.

12. Corrections, reversals and disputes

Spool's platform and Partner ledger records are the primary basis for reward calculations. Spool may correct duplicate entries, refunds, chargebacks, failed payments, fraud, attribution mistakes and other clear calculation or administrative errors.

If a correction reduces a balance that has not yet been paid, Spool may adjust that balance. If an overpayment has already been made, Spool may deduct it from future rewards or request repayment where the amount is material and reasonably evidenced.

A Partner must raise a suspected statement error within 30 days of the statement date and provide the amount disputed and the reason. Spool will review the relevant records and provide a reasonable aggregate explanation or correction.

Spool is not required to disclose Customer personal data, confidential Organiser records, Event-level turnover, organisation-level ticket sales or the Partner's wider referral portfolio when investigating a dispute.

What this means: Tell us within 30 days if you think a statement is wrong. We will check the internal ledger and correct genuine errors, but this does not give access to another organiser's private sales records.

13. Tax, VAT and records

The Partner is responsible for determining and meeting any tax, National Insurance, VAT, accounting, registration or reporting obligations arising from Partner Rewards.

Spool will not deduct Income Tax or National Insurance from Partner Rewards unless legally required to do so. The Partner must keep appropriate records and declare rewards to HM Revenue & Customs or another relevant authority where required.

The Partner must provide accurate identity, business, tax, VAT and payment information where reasonably required for legal, accounting, invoicing or compliance purposes. Spool does not provide tax or accounting advice.

What this means: Partner Rewards may count as taxable income. You are responsible for your own records, declarations and any tax, National Insurance or VAT due.

14. Payment details and compliance checks

The Partner must keep its legal name, contact details and payment information accurate. Spool is not responsible for delay or loss caused by incorrect or outdated details supplied by the Partner.

Before making a payment, Spool may request reasonable identity, business, bank, tax, anti-fraud or compliance information. Payment may be withheld while required information is missing, inconsistent or under reasonable review.

Spool may issue a payment statement, remittance advice or self-billing document where an appropriate arrangement exists. Otherwise, Spool may require a valid invoice or other record before payment.

What this means: Keep your details accurate and complete any reasonable checks. We may need an invoice or may provide a payment statement depending on how the Programme is administered.

15. Suspension and termination

The Partner may leave the Programme by notifying Spool. Spool may suspend or terminate a Partner's participation where the Partner breaches these Terms, acts unlawfully or dishonestly, misuses referral information, interferes with a referred Organiser, creates fraudulent activity, damages the platform or creates material legal, financial, security or reputational risk.

Spool may also close or restructure the Programme for commercial reasons by giving reasonable notice where practical. A suspension may pause access, confirmation and payment while an issue is investigated.

On termination, valid confirmed rewards earned before the effective date will normally remain payable once the threshold and normal checks are met. Spool may withhold or set off amounts reasonably connected with fraud, breach, overpayment or a legal requirement.

What this means: Either side can end participation. Serious misuse can lead to immediate suspension or termination, but legitimate rewards already earned are normally preserved subject to the usual checks and corrections.

16. Changes to the Programme and these Terms

Spool may update the Programme, reward rate, eligible activity, payout threshold, payment timing, dashboard features or these Partner Terms prospectively. Material changes will be published or communicated through the Partner account and may require re-acceptance.

Unless required by law or to correct fraud or error, a later change will not retrospectively remove a reward already validly confirmed under the rules applying when it was earned.

Continuing to make new referrals or receive new rewards after the effective date of a properly notified update may be treated as continued participation, but Spool may require an active checkbox acceptance before further rewards are payable.

What this means: The Programme can evolve, but changes normally apply going forward. Confirmed rewards are not simply erased because a later version has different rules.

17. Data protection

Spool will process Partner personal data to administer the Programme, verify identity, maintain attribution records, calculate and pay rewards, prevent fraud, meet legal obligations and communicate with the Partner, as described in Spool's Privacy Notice.

The Partner must not collect, access or use Customer or Organiser personal data through the Programme except where lawfully and separately authorised. Referral introductions should disclose only the contact information reasonably necessary to make the introduction and should not involve unlawful scraping, purchased lists or unsolicited mass disclosure.

What this means: We use Partner details to run and pay the Programme. Being a Partner does not provide permission to access or use organisers' or customers' personal data.

18. Liability

Nothing in these Partner Terms excludes or limits liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

Subject to the preceding paragraph, Spool is not liable for indirect or consequential loss, loss of anticipated profit, opportunity, goodwill, reputation, referral prospects or income that was not already a confirmed Partner Reward.

Spool's aggregate liability arising from the Partner Programme in any rolling 12-month period will not exceed the greater of £250 or the total Partner Rewards actually paid to the Partner during that period.

The Partner is responsible for direct and reasonably incurred loss caused by its fraud, unlawful conduct, breach of confidentiality, false representation of authority, unlawful marketing, misuse of data or material breach of these Partner Terms.

What this means: The Programme does not guarantee future referrals or income. Spool remains responsible where the law requires, but does not insure expected commission or business opportunities that never became confirmed rewards.

19. General terms

These Partner Terms, the applicable Partner account information, Spool's Privacy Notice and any expressly incorporated schedule form the agreement relating to the Programme. If a specific written Partner arrangement conflicts with these Partner Terms, it changes only the matter expressly stated.

The Partner may not transfer this agreement without Spool's written consent. Spool may transfer it as part of a reorganisation, sale or transfer of the Platform or business, provided this does not materially reduce accrued rights.

If a provision is found invalid or unenforceable, the remaining provisions continue. A delay in enforcing a right is not a waiver. These Partner Terms do not give rights to a third party under the Contracts (Rights of Third Parties) Act 1999.

These Partner Terms are governed by the law of England and Wales. The courts of England and Wales have jurisdiction, after the parties have first attempted in good faith to resolve the matter directly.

Notices may be sent through the Partner account or to the latest email address recorded by the Partner. The Partner must keep that address current.

What this means: The agreement is governed by English and Welsh law. Keep your contact details current and raise problems with Spool directly so we can try to resolve them first.

Schedule 1 - Reward and Payout Summary

What this means: This schedule gathers the key reward rules in one place. The full Partner Terms above still apply.

Topic	Position
Standard reward	10p per eligible ticket unless a different rate is clearly shown in the Partner account or confirmed by Spool in writing.
Funding	Paid from Spool's own platform income; it does not increase the referred Organiser's fees or the Customer booking fee.
Eligible tickets	Paid, completed and non-refunded qualifying Spool ticket transactions recorded during an active referral attribution. The reward is based on each qualifying ticket product to which the Spool platform fee is applied, not the number of admissions or people covered by that product. A two-for-one ticket, couple ticket, family ticket, group ticket or similar bundled admission counts as one eligible ticket transaction unless separate Spool platform fees were applied to each individual admission. A discount code reducing the ticket price does not normally affect eligibility, provided the transaction remains paid, completed, non-refunded and subject to the applicable Spool platform fee.
Excluded activity	Complimentary, refunded, disputed, failed, fraudulent, external, pre-attribution and post-attribution ticket activity.
Confirmation	Normally confirmed after the relevant Event and settlement, refund, dispute and compliance checks.
Payout threshold	Normally £20. Smaller payable balances roll forward.
Payout timing	Normally included in the next scheduled monthly payout run once the payout threshold has been reached and all applicable checks have been completed. Rewards relating to an Event will not become payable until at least 48 hours after the Event has ended and the relevant ticket transactions have cleared the applicable settlement, refund and dispute checks.
Statements	Aggregate opening balance, rewards, adjustments, payments and closing balance.
Client information	No direct Customer data, Event-by-Event sales report or organisation-by-organisation reward breakdown.

Topic	Position
Organiser opt-out	A referred Organiser may ask Spool to stop any future rewards linked to its account.
Tax	The Partner is responsible for its own tax, VAT, National Insurance, records and declarations.

Schedule 2 - Partner Dashboard and Statement Information

What this means: The Partner area is designed to provide confidence and a usable audit trail without exposing another organisation's confidential sales performance.

Partner may see	Partner does not receive
Pending, confirmed and payable aggregate balances	Customer names, emails, addresses or order details
Opening and closing balance	Event-by-Event ticket sales or turnover
Aggregate rewards added during the period	Organisation-by-organisation reward amounts
Aggregate refunds, reversals or corrections	Another Organiser's dashboard, guest list or scanner logs
Payments made and payment reference	The number of referrals in another Partner's portfolio
Current payout threshold and account status	Confirmation of inferred Organiser-level sales figures
Current Partner Terms and downloadable statements	Confidential reasons why an Organiser ended attribution

Spool details

Spool Ticketing Ltd Company number: 17151219 Registered office: [INSERT]	Partner support email: info@spooltickets.co.uk Legal notices email: [INSERT] Effective date: 04/08/2026
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