



Spectrum Point, 279 Farnborough Road, Farnborough, GU14 7LS.

## Parent Teacher Association (“PTA”) Affiliate Programme Terms and Conditions

These terms and conditions (the “**Agreement**”) apply to your participation in GoHenry’s PTA Affiliate Programme and your use of the associated account. Please read the Agreement carefully. By clicking ‘Sign Up’ you are confirming that you have read and understand these terms and conditions and agree to enter into this Agreement with GoHenry Limited (“**GoHenry**”) and IDT Financial Services Limited (“**IDT**”). References to “**you**” in these terms and conditions mean the parent teacher association or parent teacher organisation (as applicable) that has registered for and holds the GoHenry account.

### 1. Information on this Agreement

- 1.1. This Agreement sets out the terms and conditions that apply to the PTA’s referral of customers to GoHenry in exchange for the Referral Fees as outlined in clauses 2.1 and 6 below (the “**PTA Affiliate Programme**”) and your GoHenry PTA Account (the “**PTA Wallet**”). It forms an agreement between you, GoHenry and IDT governing the possession and use of your PTA Wallet.
- 1.2. The following documents also apply to your participation in the Affiliate Programme and should be read in conjunction with these terms and conditions:
  - 1.2.1. the [Privacy Policy](#), which explains how we collect, use and disclose personal data online and offline in connection with the services we provide; and
  - 1.2.2. the [Cookie Policy](#), which provides information on the ‘Cookies’ present on our website.
- 1.3. The e-money is issued by IDT which also provides all payment services related to the PTA Wallet. IDT is a principal member of Visa Europe and is a regulated bank, licensed by the Gibraltar Financial Services Commission, Gibraltar with its registered office at 57-63 Line Wall Road, Gibraltar and registered number 95716.
- 1.4. GoHenry has been authorised by IDT to enter into this Agreement and act as a distributor of e-money issued by IDT and associated services such as redemptions. GoHenry does not provide payment services either on behalf of IDT or itself. As an e-money issuer, IDT safeguards your funds and any claim you have in relation to those safeguarded customer funds will be against IDT.
- 1.5. This Agreement will commence on the date you sign up for GoHenry’s PTA Affiliate Programme (the “**Commencement Date**”) and shall continue until terminated by either party in accordance with Clause 10 (the “**Term**”).

### 2. About the PTA Wallet

- 2.1. The PTA Wallet is intended for use by the PTA for the receipt of the fee(s) paid by GoHenry to the PTA for any Qualifying Referrals as further defined at clause 6.6 below that are made by the PTA for the duration of this Agreement (the “**Referral Fee(s)**”).
- 2.2. You can check the balance of your PTA Wallet, view recent transactions or download your monthly statement by logging into your PTA Wallet on the GoHenry website, which is updated daily.
- 2.3. You can not add funds to the PTA Wallet or receive bank transfer payments from third parties. The PTA Wallet only serves as a medium to collect and withdraw any available funds related to the PTA Affiliate Programme (i.e. the Referral Fee) to a bank account in your PTA’s name.
- 2.4. The withdrawal of funds through the GoHenry website is powered by a third-party Open Banking tool, allowing you to connect directly to your bank account. You can only redeem funds to a bank account in the name of the PTA. Please note, not all banks are available.
- 2.5. Using the PTA Wallet and GoHenry services for any purpose contrary to laws, statutes or regulations applicable to you, including without limitation those concerning money laundering,

fraud, criminal activity, or financial services, is strictly prohibited.

### 3. **Information required when signing up**

- 3.1. The PTA Wallet is a financial services product and GoHenry and IDT are therefore required by law to obtain, verify and retain certain information about customers. This information is used to administer your account and to provide the PTA Affiliate Programme. This information is only kept for as long as is necessary and for the purposes described. Please see GoHenry's Privacy Policy at <https://www.gohenry.com/uk/terms-and-conditions/privacy-policy/> for more information.
- 3.2. GoHenry and IDT need to know that you are a registered charity and confirm your details before you can be issued with a PTA Wallet, this includes the details of two PTA trustees. In order to do this, GoHenry carries out an online identity check as part of the sign-up process and, in some cases, GoHenry may ask you to provide documentary evidence to support this. Please note that as part of this process, trustee personal information may be disclosed to credit reference and fraud prevention agencies.
- 3.3. You shall promptly notify GoHenry of any changes to the information provided when signing up for the PTA Programme, including but not limited to changes in trustees, address, or any other information previously provided to GoHenry. GoHenry will review the information held for you at regular intervals to ensure its accuracy and completeness. GoHenry may request updated information as part of this review process.

### 4. **PTA Obligations**

- 4.1. You agree to:
  - 4.1.1. comply with all applicable laws and regulations, including regulations regarding data protection, advertising and marketing, with respect to your activities under this Agreement;
  - 4.1.2. not make any derogatory statement relating to GoHenry;
  - 4.1.3. act in accordance with GoHenry's community and brand guidelines;
  - 4.1.4. act in accordance with GoHenry's creative brief, making use of the marketing materials provided; and
  - 4.1.5. at the request of GoHenry remove (and/or procure the removal of) any GoHenry related content from such platforms as may be required by GoHenry.
- 4.2. You warrant to GoHenry that:
  - 4.2.1. you have and will continue to have for the Term full authority to enter into and perform your obligations under the Agreement;
  - 4.2.2. you are a registered charity under the Charities Act 2011 with a valid charity registration number issued by the Charity Commission for England and Wales, the Office of the Scottish Charity Regulator, or the Charity Commission for Northern Ireland, as applicable; and
  - 4.2.3. your use of GoHenry's marketing materials in accordance with this Agreement will not infringe the Intellectual Property Rights or any other rights of a third party.

### 5. **GoHenry Obligations**

- 5.1. GoHenry shall use reasonable efforts to:
  - 5.1.1. create and maintain the PTA's unique referral link (URL) to ensure that users can access the programme at all times during the Term;
  - 5.1.2. co-operate with you in all matters relating to the Affiliate Programme; and



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- 5.1.3. prepare and provide you with the creative brief, marketing materials and any URLs required for you to be able to participate in the Affiliate Programme, as updated from time to time.
- 5.2. GoHenry may, in its sole discretion, include special offers and incentives for its products and services. Where such offer or incentive impacts the Fee associated with the Affiliate Programme, GoHenry shall notify you before the promotion goes live.

## 6. **Charges and Payment**

- 6.1. GoHenry shall pay you a Fee of £25 for each Qualifying Referral that takes place during the term of this Agreement. Such Fee may change subject to clause 5.2.
- 6.2. The Fee shall be payable by GoHenry within thirty (30) days from the date that all the conditions for the Qualifying Referral have been met. The Fee shall be paid into your PTA wallet.
- 6.3. You shall be entitled to the Fee in respect of any Qualifying Referral that completes after termination of this Agreement, provided that the referred customer has become an Active GoHenry Customer before the termination date.
- 6.4. You acknowledge and agree that you are not entitled to any other payments other than as expressly set out in this Agreement.
- 6.5. If GoHenry fails to make any payment due to you under this Agreement by the due date for payment, then you shall be entitled to claim interest on the overdue amount at the rate of 3% per annum, above the Bank of England base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. GoHenry shall pay the interest together with the overdue amount.
- 6.6. A "**Qualifying Referral**" means a new GoHenry customer who has signed up via the PTA's URL, activated their Parent Account (by successfully completing GoHenry's KYC checks and loading at least £10) and at least one child card (an Active GoHenry Customer) and remains an Active GoHenry Customer for at least 28 days.
- 6.7. GoHenry shall maintain accurate records of all referrals made through the PTA's URL. You may request access to summary information regarding your referral performance upon reasonable notice.
- 6.8. In the event of a dispute regarding the Fee and whether a referral constitutes a Qualifying Referral under this Agreement, GoHenry's records shall be deemed conclusive evidence of the referral status. You have 30 days from notification of the dispute to provide evidence supporting your position. GoHenry shall act reasonably when reviewing any evidence you have supplied and provide reasonable details on whether or not the referrals meet the qualifying conditions.
- 6.9. Any disputes regarding Qualifying Referrals shall be resolved through good faith discussions between the parties. If the dispute cannot be resolved within 60 days, either party may pursue resolution through the governing law provisions set out in this Agreement.

## 7. **Intellectual Property Rights**

- 7.1. GoHenry shall retain all Intellectual Property Rights in or arising out of the marketing materials or any other GoHenry proprietary information shared with you in the creative brief or as otherwise shared with the PTA.
- 7.2. GoHenry grants to you with a limited, non-exclusive, royalty free licence to display and otherwise use the material shared in the creative brief for the purposes of participating in the PTA Affiliate Programme and only for the Term of this Agreement.



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## 8. **Data Protection**

- 8.1. GoHenry collects certain information about the PTA and its trustees in order to operate the GoHenry Affiliate Programme.
- 8.2. All information is collected and used in accordance with GoHenry's privacy policy ("**Privacy Policy**") which can be found at <https://www.gohenry.com/uk/terms-and-conditions/privacy-policy/>. By entering into this Agreement, you accept GoHenry's Privacy Policy.
- 8.3. GoHenry and IDT will manage and protect your personal data in accordance with the UK Data Protection Act 2018, the UK General Data Protection Regulation, and the Gibraltar Data Protection Act 2004 respectively.
- 8.4. GoHenry is reliant on you providing accurate information in order to implement its Privacy Policy.
- 8.5. You can contact GoHenry at any time to ask what data GoHenry is holding in regard to you and GoHenry will be happy to provide this unless prohibited by law from doing so. You can also request details to be amended if they are deemed to be incorrect. If you wish to contact GoHenry about the information held, please email GoHenry at [privacy@gohenry.co.uk](mailto:privacy@gohenry.co.uk). If you would prefer this information be provided in hard copy, please contact the Data Protection Officer at the address below:

The Data Protection Officer  
GoHenry Limited  
Spectrum Point  
279 Farnborough Road  
Farnborough  
United Kingdom  
GU14 7LS

## 9. **Confidentiality**

- 9.1. You agree to hold and treat all confidential information of GoHenry, including but not limited to trade secrets, information concerning GoHenry's business affairs, clients or suppliers, this Agreement and any other information that you reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as you use to protect your own confidential information, but no less than reasonable care, and not disclose it to any third party other than its professional advisors that have a need to know such information, save as agreed by the parties or as required by law or by any competent authority or in order to exercise the rights and perform the obligations arising under this Agreement. Confidential Information does not include any information that at the time of disclosure or thereafter is generally known to the public or has been independently acquired or developed by you.

## 10. **Termination**

- 10.1. GoHenry on its own behalf or on behalf of IDT may terminate the Agreement for no or any reason by giving you no less than two months prior written notice.
- 10.2. You may terminate the Agreement with immediate effect and without liability by giving written notice to GoHenry at [ptacontact@gohenry.co.uk](mailto:ptacontact@gohenry.co.uk).
- 10.3. GoHenry on its own behalf or on behalf of IDT may terminate this Agreement and inform you of the termination immediately unless prohibited by law:
  - 10.3.1. if you breach an important part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within 10 business days, or use your PTA wallet in a manner that is reasonably believed to be fraudulent or unlawful; and/or



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- 10.3.2. If you fail to meet the eligibility criteria for the PTA programme, as updated from time to time.
- 10.4. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

## 11. **Consequences of termination**

- 11.1. On termination of the Agreement for any reason:
  - 11.1.1. GoHenry shall continue to pay any Fees due in relation to Qualifying Referrals where the referred customer becomes an Active GoHenry Customer before the date of termination and subsequently meets all other requirements for a Qualifying Referral;
  - 11.1.2. the PTA shall immediately cease use of any marketing materials;
  - 11.1.3. the PTA shall cease to display GoHenry's name and trade marks; and
  - 11.1.4. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## 12. **Limitation of Liability**

- 12.1. GoHenry will not be liable (legally and/or financially responsible) for:
  - 12.1.1. any fault or failure relating to the use of the PTA Wallet that is a result of abnormal and unforeseeable circumstances beyond GoHenry's control which would have been unavoidable despite GoHenry's efforts to the contrary, including but not limited to, a fault in or a failure of data processing systems;
  - 12.1.2. any loss of profits, loss of business, or any indirect, consequential, special or punitive losses arising from your use or your inability to use the PTA Wallet; or
  - 12.1.3. any acts or omissions that are a consequence of GoHenry's compliance with any law, or any applicable rules or regulations of a regulator.
- 12.2. In any event the liability of GoHenry will be limited to the total amount of Fees paid to the PTA under this Agreement within the twelve (12) month period preceding the date that the event(s) occurs.
- 12.3. Nothing in this Agreement shall exclude or limit any regulatory responsibilities on the part of GoHenry or IDT which GoHenry is not permitted to exclude or limit, or GoHenry or IDT's liability for death or personal injury.
- 12.4. The security of your money is taken very seriously. Your funds are held by IDT in a secure client account. This means that in the unlikely event of the insolvency of either GoHenry or IDT, funds in this client account will be protected against claims by creditors. Please note that the Gibraltar Deposit Guarantee Scheme does not apply to your funds as they are not deposits. By entering into this Agreement you are indicating that you understand and accept these risks. The Member Services team will be happy to talk through any questions or concerns you might have.

## 13. **Indemnification**

- 13.1. You shall indemnify, defend, and hold GoHenry harmless from and against all liabilities, damages, costs, and expenses (including reasonable legal fees and settlement costs) arising from or relating to:
  - 13.1.1. any breach of your obligations, warranties, or representations under this Agreement;



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- 13.1.2. any third-party claim that your use of GoHenry's marketing materials violates third-party intellectual property rights, where you have altered, modified, or otherwise not used the marketing materials in accordance with the creative brief;
- 13.1.3. any negligent acts or omissions or wilful misconduct by you in connection with this Agreement;
- 13.1.4. your violation of applicable laws, regulations, or industry standards in performing its obligations under this Agreement; or
- 13.1.5. your breach of the confidentiality obligations under clause 10.

#### 14. **Independent status**

- 14.1. This Agreement does not create a partnership relationship. You do not have authority to enter into contracts on GoHenry's behalf.

#### 15. **Severability**

- 15.1. If a court of law holds any provision of these Terms to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of these Terms shall not be affected.

#### 16. **Assignment**

- 16.1. You shall not assign your rights, or delegate any performance under these Terms without the prior written consent of GoHenry. Any purported assignment of rights or delegation of performance in violation of this paragraph is void.

#### 17. **Anti-Bribery**

- 17.1. You warrant that you shall comply with and will continue to comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010.

#### 18. **Waiver**

- 18.1. If GoHenry waives any term, provision or breach of these Terms in any way, such waiver shall not be effective unless it is in writing and signed by GoHenry. No waiver shall constitute a waiver of any other or subsequent breach by you. These Terms may be modified only if authorised representatives of both parties consent in writing.

#### 19. **Entire Agreement**

- 19.1. These terms and conditions constitute the final and exclusive agreement between the parties with respect to the GoHenry PTA Affiliate Programme. It supersedes all agreements, whether prior or contemporaneous, written or oral, concerning the GoHenry PTA Affiliate Programme.

#### 20. **Governing law and Jurisdiction**

- 20.1. Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation, or otherwise in connection with the PTA Affiliate Programme shall be governed by and construed in accordance with the law of England and Wales.



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- 20.2. All disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 21. **Changes to the Agreement**

- 21.1. GoHenry may change this Agreement for a variety of reasons, including the following:
- 21.1.1. to make it easier to understand or more useful to you;
  - 21.1.2. to align with changes in our business operations, especially those due to updates in our financial systems or technologies;
  - 21.1.3. to comply with applicable legal or regulatory requirements;
  - 21.1.4. to account for changes in the costs of running our services; or
  - 21.1.5. to accommodate for the introduction of new services or products, or for changes to existing services or products.
- 21.2. If any changes are made, other than those listed in Clause 21.3 below, you will be informed by email.
- 21.3. The only changes which GoHenry may make without telling you first are changes:
- 21.3.1. for legal, regulatory or security reasons, or to enable the proper delivery of the GoHenry card and services;
  - 21.3.2. to non-regulated payment or banking services terms;
  - 21.3.3. to terms for products or services that don't change the terms of your existing GoHenry PTA Affiliate Programme; or
  - 21.3.4. required or permitted by law to be made without 2 months' notice.
- 21.4. If we make a change or add a new product or service that falls within the scenarios listed in Clause 21.3, we may make the change or add the product or service immediately and let you know with as much advance notice as possible. If you are unhappy with the changes, you will be able to terminate this Agreement at any time free of charge as detailed in Clause 10.
- 21.5. For changes not listed at Clause 21.3, you will be deemed to have accepted the change if you do not notify GoHenry otherwise prior to the date the change takes effect and if you continue to participate in the PTA Affiliate Programme. If you do not accept the change, you may end this Agreement immediately and free of charge before the expiry of the 2-month notice.
- 21.6. Copies of the most up-to-date version of this Agreement will be sent to you by email upon request free of charge at any point during the Agreement.

## 22. **Complaints**

- 22.1. If you are not satisfied with any element of the service you receive, any complaints should be made to the Member Services team using the contact details below. Every effort is made to make sure that you receive the best possible service. However, if you are not happy with how your complaint has been managed by the Member Services team and you wish to escalate your complaint, you should contact the card issuer, IDT Financial Services Limited, 57-63 Line Wall Road, Gibraltar, email address: [complaints@idtfinance.com](mailto:complaints@idtfinance.com), web [www.idtfinance.com](http://www.idtfinance.com) in the first instance for further assistance. Please also click [here](#) for more information on how to escalate a complaint to IDT. A copy of IDT's complaints policy can be found on IDT's website or requested by contacting the Member Services team.
- 22.2. If IDT is unable to resolve your complaint and you remain unhappy, you may contact the Gibraltar Financial Services Commission, PO Box 940, Suite 3, Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar, e-mail: [complaints@gfsc.gi](mailto:complaints@gfsc.gi), web [www.fsc.gi](http://www.fsc.gi). It is important to be aware that legally it is not the role of the Gibraltar Financial Services Commission to resolve disputes between you and IDT.
- 22.3. The GoHenry Member Services team is available 7 days a week from 8am – 8pm. Contacts received outside these hours will be treated as having been received on the following business



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day. Please also note that calls may be monitored or recorded for training purposes. You can contact the Member Services team by any of the following methods:

- Live Chat from either the website or mobile app;
- Email: [help@gohenry.co.uk](mailto:help@gohenry.co.uk);
- Phone: 0330 100 7676; and/or
- Post: GoHenry Member Services, Spectrum Point, 279 Farnborough Road, Farnborough, GU14 7LS.