

CrowdProperty Property Financing Service

Borrower Terms and Conditions

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Schedule 1 Fees and Charges

Please read these Terms and Conditions carefully and keep them in a safe place for future reference.

1. Glossary

In this Agreement, the following terms shall have the following meanings

"Agent" means CrowdProperty (or such other appropriately authorised person as we may appoint from time to time) in its capacity as agent of the Lenders under the Loan Agreement or any successor agent appointed under the terms of the Loan Agreement

"Borrower" means a borrower under a Loan;

"Borrower Fact Sheet" means the summary of terms on which your Loan will be offered, including details of any fees payable in connection with your Loan;

"CrowdProperty Service" means the peer-to-peer lending service provided by us to you pursuant to clause 4 and in accordance with the Agreement;

"Development Loan" means a loan made to a Borrower for the purpose of either purchasing

and developing a Property or developing a Property already owned by the Borrower;

"Fundraising Period" means the period of time for which Lenders may make Pledges to Projects, beginning from when the Project is featured on the CrowdProperty website and ending either when the Fundraising Target is met or when the deadline set by CrowdProperty (whether or not published) expires;

"Fundraising Target" means the amount which the Borrower has requested to borrow under a Loan;

"Goji" means **Goji Financial Services Ltd** a private limited company incorporated in England with registration number 10234133 and a registered office at 133 Whitechapel High Street, London, England, E1 7QA. Goji is authorised and regulated by the FCA under firm reference number 805323.

"Intermediary" means any adviser or other professional intermediary that may have directed you to the CrowdProperty Service;

"Key Stages" means the development stages which must be completed in order to facilitate further drawdown of the proceeds on a Development Loan, as set out in the Development Loan Agreement;

"Lender" means an individual who has made a Loan Commitment to a Loan;

"Legal Charge" means a first legal charge over the Property, by way of security for any Loan provided to you as a Borrower;

"Loan" means a Development Loan and/or a Refinancing Loan, and "Loans" shall be construed accordingly;

"Loan Agreement" means the standard form of agreement for either a Development Loan or a Refinancing Loan, which you will enter into with us as agent on behalf of the Lenders;

"Loan Application" means an application to become a Borrower and be provided with a Loan;

"Loan Application Form" means the form set out on our website, which you must complete to create a Loan Application, setting out your proposals and business plan in respect of the Project;

"Loan Commitment" means the amount a Lender lends to a Loan;

"Maximum Term" means, in relation to a Development Loan, the deadline by which the Project must be completed, as set out in the Loan Agreement;

"Minimum Term" means, in relation to a Development Loan, the earliest date on which the Borrower will be permitted to repay the Loan monies to the Lenders, which is calculated based on an estimate of the shortest time period in which the Project can be completed and will be set out in the Loan Agreement;

"Modulr" means Modulr FS Limited, a company incorporated in England and Wales under company number 09897919 and Modulr Finance Limited, a company incorporated in England and Wales under company number 09897957, both having their registered office at One Hammersmith Broadway, London W6 9DL. Modulr FS Limited will supply you with an

electronic wallet and Modulr Finance Limited will supply you with payment services in connection with the operation of the e-wallet.

"Nominated Account" has the meaning as set out in clause 3.6;

"Online Account" means the secure online account we open for each Borrower and Lender through which they can view details of each of their outstanding Loans;

"Pledge" means the amount which a potential Lender indicates that they intend to lend to a particular Project;

"Project" means the development or refinancing of the Property to be undertaken using the proceeds of the Loan;

"Property" means the freehold or long leasehold interest in real estate which you intend to finance with your Loan, as described in the Borrower Fact Sheet; and

"Refinancing Loan" means a loan made to a Borrower for the purpose of refinancing its existing borrowings;

"Security Agent" means CrowdProperty (or such other appropriately authorised person as we may appoint from time to time) in its capacity as security holder on behalf of the Lenders or any successor security agent appointed under the terms of the Loan Agreement in respect of the assets of the Borrowers.

2. The Agreement

1. Our Agreement with you is constituted by these Terms and Conditions together with the Loan Agreement and the Legal Charge. The Agreement sets out the terms on which we will provide the CrowdProperty Service to you as a Borrower. The service is provided to you by us, CrowdProperty Limited which is authorised and regulated by the Financial Conduct Authority with permissions to conduct peer-to-peer lending platform activity under registration number 723959.
2. If you wish to use the CrowdProperty Service and become a Borrower, you must comply with these Terms and Conditions.

3. The Application Process

Before you apply

1. You will be required to provide us with information about yourself and the Project before we post it on the CrowdProperty platform for funding. We publish our lending criteria on our website www.crowdproperty.com and you should check whether you and your Project will be eligible before submitting your application to ensure that you do not incur unnecessary time or expense, as we may accept or reject applications at our absolute discretion. Borrowers must comply with the following requirements
 - a. if you are an individual, you must be registered as a sole trader registered in a jurisdiction in which we are able to conduct business and borrowing for the purpose of a business (e.g. property development) carried on by you
 - b. if you are a business, your business must be a limited company registered in a jurisdiction in which we are able to conduct business;
 - c. you must provide security for your borrowing against a freehold or leasehold interest in real estate situated in England, Scotland, Wales or Northern Ireland;

- d. you must have previous property development experience of similar projects to the one which you are proposing to fund using the proceeds of your Loan;
- e. the Property must be owned by you for the duration of the Loan (except where permitted by 3.1(d)) and not occupied by you, any director of your business or any family member (including a person living as if married with you) of yours or of a director of your business;
- f. where you wish to take out a Development Loan in order to purchase the Property, such Property must be purchased at the same time as the initial drawdown of the loan, and held until the end of the Loan term;
- g. you must have obtained full planning permission which is qualifying for the proposed Project prior to receiving funding;
- h. you must take out adequate insurance over the Property secured and the lenders name must be noted on the policy as secured 1st loss lender;
- i. there must be no county court judgments outstanding against you or your business.

If you or any of the directors of your business have been made bankrupt or been associated with a business that has become insolvent, please contact us to discuss before submitting your Loan Application.

CRB and Equifax checks required.

Pre-approval Application

2. Applying for a Loan will involve a two stage application process. The first stage is for you to fill out the Pre-approval Application through our website, which will enable us to carry out initial due diligence to assess the strength of your proposal. This enables us to perform a preliminary test of your Project before you incur an Application Fee.
3. We will hold all details of your proposed Project in strict confidence unless and until the Loan is approved and listed on the CrowdProperty platform and will not, without your consent, disclose any details of your proposal to anyone otherwise than in accordance with our Privacy Policy.
4. Once you have submitted a Pre-Approval Application, we will carry out identity and fraud checks; either in your own capacity, or as a member or director of your business, the business itself, and any other members or directors of the business. We will aim to make a decision on your Pre-Approval Application within 2 working days. By providing us with any personal details or any details of your business, you authorise us to carry out checks using credit reference agencies. This part is carried out when we have had the application fee.
5. We may also require Personal Guarantees and this will be at our absolute discretion.
6. If we cannot obtain adequate information from the credit reference agency then we will ask you to send us copies of the relevant identification documents (such as a certified copy of your passport/driving licence and a utility bill) and anything else that we may require. If you do not provide all appropriate identification documents when requested then you will not be able to borrow on the CrowdProperty platform. Loan Application Form
7. If, at our sole discretion, we believe that your Project is likely to be successful, we will invite you to submit a full Loan Application Form. This will include a business plan for your Project, including copies of planning consent, associated plans, and discharge notices you may have obtained, cost plan and programme of works, purchase contract, Estate Agents details, land registry certificates, market analysis, consulting and contractor team and understanding of how you will procure the works, exit strategy, technical information e.g. Ground Investigation reports, tree surveys, party wall

agreements, rights of lights agreements and any other information that may be unique to your case. We will also require details of your previous experience which you have had in relation to property development. You consent to all information about you and the Property being disclosed to prospective Lenders (including without limitation at the Pre-Approval Application and Loan Application Form stages).

8. You must provide us with the account details of the bank account from which you intend to make and receive payments (your "Nominated Account"). Your Nominated Account must be in the same name as the company who is registered with us as a Borrower and must be held with a bank within the European Economic Area or such other jurisdiction as is acceptable to us.
9. Once you have submitted your full Loan Application Form, your proposed Project will be subject to a rigorous assessment in order to determine the likelihood of the Project succeeding (based on your business plan), the earning potential of the Project and as far as possible, your ability to successfully complete the Project. The Property will be subject to a full RICS valuation which must be paid for by you, and, for Development Loans, we will also assess your ability to complete the development of the Property.
10. You will pay the application fee once you have accepted our outline offer -the fee will be expressed in the letter -and this covers our lenders legal and IMS fees in the event the project does not proceed to completion for whatever reason. This could include; you withdrawing from the process, issues around a flawed title, economic downturn or the uncovering during our deep due diligence of a negative point where we believe, at our discretion, our lenders would not want to support the project.
11. We will instruct our solicitors to act on our behalf. We will also instruct our IMS to undertake initial report on the expected works. The initial fee will pay for this. If fees are increased because of the necessity for our solicitor to assist in the writing/reviewing of additional documents e.g. statutory declarations or subordination agreements, you will be asked to cover the additional costs
12. Subordination/Intercreditor Agreements are generally not permitted unless it is an exception. This must be requested as early as possible, so we do not waste our time and costs in undertaking DD only to be asked at the last minute.
13. Any preliminary acceptance will be subject to (i) you providing us with a Legal Charge over the Property; (ii) you providing us with evidence of a property insurance policy in place over the Property (the requirements of which may vary depending on the Loan applied for); and (iii) such other requirements as we in our absolute discretion stipulate, such as the requirement to provide a personal guarantee.
14. If you wish to specify the length of the Fundraising Period, you will be able to do so in the Loan Application Form.

Completing the Loan

15. Once the Fundraising Target has been reached, Lenders will be asked to transfer their Loan Commitments to us. If any Pledges are not fulfilled, or we have to reject any potential Lenders based on background checks, any potential Lenders will be offered the chance to make Loan Commitments to top up the amount required. Once Loan Commitments have been received equivalent to your Fundraising Target, the Loan will be offered to you on the terms of the Loan Fact Sheet.
16. We will notify you once the Fundraising Target has been reached and ask you to execute the Loan Agreement, Legal Charge and personal guarantee (if applicable). The Loan Agreement will specify a drawdown date on which your Loan funds will be paid into your Nominated Account via your solicitors. You are not obliged to execute the Loan Agreement, however, if you do not accept this offer within a period of five working days of us notifying you that the Fundraising Target has been reached, then your Loan Application will be cancelled and your application fee will not be returned.

17. You will pay us a success fee out of the Loan proceeds, as set out in the Schedule and Completion statement. The success fee will only be payable when the Fundraising Target is reached, and the corresponding Loan Commitments are received. We cannot guarantee that all Lenders will fulfil their Pledges and so in exceptional cases, the Loan Commitments which we receive may not be sufficient to meet the Fundraising Target. In these circumstances your application fee will not be refunded as we will have abortive legal and IMS fees to settle.

4. The CrowdProperty Service

1. If your Loan Application has been accepted and the application fee has been paid, we will provide you with a Borrower Fact Sheet setting out the terms on which your Loan will be offered to prospective lenders. Once you confirm that this reflects the terms you require, we will prepare a pitch for funding which will be featured on the CrowdProperty platform and available for Lenders to make Pledges to.
2. We cannot guarantee that enough Lenders will be found to fully fund your Project. If your Project has not received Pledges from Lenders equal to the entire Loan amount by the end of the Fundraising Period, we will remove your Project from the CrowdProperty platform and your application fee will be refunded, subject to the application details which you have supplied being true and accurate in all material respects.
3. There are two types of Loan available through the CrowdProperty Service: a Development Loan (where you are looking for funding to develop an existing Property or purchase and develop a new Property) or a Refinancing Loan (where you are an existing Property owner wishing to re-finance your borrowings)
4. As part of the CrowdProperty Service, we will:
 - a. carry out due diligence on all Projects, Borrowers and Lenders prior to concluding transactions;
 - b. market the Projects to potential lenders by providing full details on the CrowdProperty platform, including but not limited to, business plans, details of planning permissions obtained or pending, CVs of Project Developers and any other relevant information
 - c. enter into and administer Loan Agreements with you as agent for the Lenders;
 - d. if necessary, act as Security Agent in order to take security over your assets, which shall entail you entering into a Legal Charge, and attend to the recovery of any debts owing;
 - e. in exceptional circumstances only, step into the Project as developer where it is necessary in order to arrange for the Project to be completed;
 - f. facilitate the payment and collection of sums due under or in connection with the Loan Agreements (including taking certain actions on behalf of Lenders upon a Borrower's default or if the Borrower becomes, or is likely to become, insolvent as set out in this Agreement); and
 - g. report to you in accordance with the Agreement.
5. The services we provide to you will be subject to our conflicts of interest policy in clause 15, which provides that our primary obligation in administering Loan Agreements and dealing with defaults is to the Lenders.
6. Our website contains details of the arrangements we have taken to ensure the continued administration of Loans in the event of our insolvency. You will be notified of any such arrangements if and when these become relevant to you.

5. Credit Reference Agencies

In order to process your application, we will perform credit and identity checks on you with one or more credit reference agencies (“CRAs”). Where you take banking services from us we may also make periodic searches at CRAs to manage your account with us. To do this, we will supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We will use this information to:

- a. Assess your creditworthiness and whether you can afford to take the product;
- b. Verify the accuracy of the data you have provided to us;
- c. Prevent criminal activity, fraud and money laundering;
- d. Manage your account(s);
- e. Trace and recover debts; and
- f. Ensure any offers provided to you are appropriate to your circumstances.

We will continue to exchange information about you with CRAs while you have a relationship with us. We will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs.

When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

If you are making a joint application, or tell us that you have a spouse or financial associate, we will link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at www.equifax.co.uk/crain. CRAIN is also accessible from each of the three CRAs - clicking on any of these three links will also take you to the same CRAIN document: Callcredit www.callcredit.co.uk/crain; Equifax www.equifax.co.uk/crain; Experian www.experian.co.uk/crain.

CRAIN links

Call Credit: www.callcredit.co.uk/crain

Equifax www.equifax.co.uk/crain

Experian: www.experian.co.uk/crain

6. Your E-Money Wallet

1. The CrowdProperty Platform enables you to receive and repay money from and into an e-

money account (your "Platform Account") operated by a third party payments provider (the "Payments Provider") which have been appointed by Goji.

2. Your Platform Account and any funds in it will be owned by you, and you are appointing us as your agent to open and operate the account on your behalf. Investors' funds will be transferred into your Platform Account when your loan completes and you authorise us, as your agent, to deduct our fees before transferring you the net loan amount.
3. The Payments Provider will hold your money separately from its own money in accordance with its terms and conditions and it will exercise due skill, care and diligence in the selection, appointment and periodic review of any credit institution or bank where your money is deposited and for the arrangements for holding your money, but neither we nor it shall be otherwise responsible for any acts, omissions or default of any such credit institution or bank.
4. No interest is payable on money held in your Platform Account and no fees are charged in respect of establishing the account.
5. You authorise us to instruct Goji to transfer any monies it holds for you in the Platform Account to any replacement Payments Provider without seeking your express instruction to do so, provided the new Payments Provider has the appropriate regulatory permissions.
6. At present, the Payments Provider is Modulr and Goji is the registered agent of Modulr for the provision of payment services.
7. By accepting these Terms and Conditions you also agree to:
 1. Modulr's terms which can be found [here](#) and
 2. the use of your personal data by Goji and Modulr as set out in the [Goji Privacy Policy](#).

7. Loan repayments

1. Once the Loan Agreement has been executed, we will arrange for the Loan proceeds to be paid into your Nominated Account
2. The monthly repayments, interest and other payments or liabilities due will be set out in the Loan Agreement.
3. For Refinancing Loans you must set up a standing order to enable the repayment amounts due each month to be collected from your Nominated Account and paid into the Project's electronic wallet. You should ensure that your Nominated Account contains sufficient funds for us to collect the repayment amounts on these dates.
4. You may only repay all or any part of a Loan (together with all interest accrued and unpaid on it) subject to the provisions of the Loan Agreement.
5. Where there are multiple units that can be sold, CrowdProperty may allow, at their discretion, the sale of part only and the pay down of the debt.
6. If you wish to change your Nominated Account, you may only do so to another account in your name with a credit institution based in the European Economic Area or such other jurisdiction as is acceptable to us.

8. Term and termination

1. This Agreement applies at all times when you have an outstanding Loan Application, taken out a Loan or have any liabilities under the Loan Agreement or this Agreement outstanding and will continue until either party notifies the other in writing that you are to be de-registered. Such notification will take immediate effect, subject to the terms of this clause 7.
2. You will not be capable of de-registering at any time when you have outstanding Loans and termination of this Agreement will not entitle you to withdraw from the Loans to

which you are committed. You may not withdraw from any Loan which is outstanding, or repay any amounts due under your Loan before the repayment dates as set out in the Loan Agreement.

a. *Development Loans*

Development Loans will typically be between 6 and 18 months in duration and interest payments maybe rolled up and paid at the end of the Loan term. Where the Property is not already owned by you, the initial drawdown may be used to fund the purchase of the Property. Funds will be released as the Key Stages of the development are completed. The drawdown amounts and drawdown dates will vary from Loan to Loan depending on the proposed Project and full details will be set out in the Loan Agreement.

b. *Refinancing Loans*

Refinancing Loans (where offered) -Full details will be set out in the Loan Agreement.

3. At the end of the term of the Loan, you will be expected to either sell the Property or refinance it in order to return capital and interest to the Lenders. You may wish to refinance your Loan through the CrowdProperty platform by applying for a Refinancing Loan, submit another Loan Application Form, and pay an application fee. We will notify you three months before the end of the Loan term to enable you to consider refinancing your Loan.
4. You will also be free to refinance your Loan with a third party without any associated CrowdProperty fee at the end of the term of the Loan.
5. After all outstanding Loans have been paid off, we will provide you with a closing statement detailing the interest paid on your Loan.
6. Termination will not affect accrued rights, or any contractual provision intended to survive termination.

9. Fees and Charges

1. Our fees and charges are set out in the schedule (which may be amended from time to time). You will only be obliged to pay the product fees for the Loan products which you have taken out, although the general fees will be payable in respect of all Loans.
2. Save for the application fee, which will be payable when we notify you that your Loan Application has been accepted, you may pay our fees and charges directly or have them paid out of the proceeds of your Loan.

10. Valuations

1. In order to process your Loan Application, we will ensure that the Property value is determined and notified to you.
2. The Property against which each Loan is secured will be determined prior to the time of lending, using prices supplied by a national firm of surveyors and peer-reviewed by a property consultancy. If the Loan is a Development Loan, we will also obtain updated property values and development reports during the term of the Loan, on the basis that the funds will be made available to you on timely completion of each Key Stage. We will not generally obtain updated property values during the loan period of any Refinancing Loans on the basis that Borrowers will be required to undertake not to carry out any

works that may diminish the value of the property under the loan agreement.

3. You must notify us immediately if you become aware of any event that may significantly diminish the Property's value (save for a movement in market prices).

11. Reporting

Details of your outstanding Loans will be available through your Online Account. If you have taken out previous Loans with us which you are now refinancing, details of these historic Loans will also be available.

12. Intermediary fees and commissions

1. Should you choose to employ the services of an Intermediary, your Intermediary is responsible for disclosing to you their fees that relate to the advice or service that they gave to you in respect of your lending activities and your decision to take out a Loan.
2. CrowdProperty may pay a commission to your Intermediary and we will disclose this to you in advance by email. CrowdProperty may also make, or procure the making of, facilitation payments in respect of fees you have agreed with your Intermediary on your behalf, as detailed in your Loan Application Form.
3. Where they are up-front Intermediary fees, they shall be paid out of your initial payment and deducted from your Loan. You must make your own arrangements with regard to on-going Intermediary fees.

13. Loan Enforcement and security

1. Your obligations under the Loan Agreement to the Lender will be secured by a first Legal Charge over the Property. We generally also ask that a personal guarantee be provided by a director of your business or by the development manager. Where such personal guarantee is required, you must ensure that there has been no inducement or undue influence brought to bear on the guarantor, and you will take (or procure that the guarantor takes) independent legal advice before entering into any personal guarantee.
2. In the event that you fail to make a payment when due or default in meeting any material obligations of the Loan, we will act as Security Agent in order to enforce the security for the benefit of the Lenders.
3. Where you provide us with information relating to any of your assets, we may pass that information to the Lenders.
4. We will hold the Legal Charge agreement as Security Agent in respect of a particular Loan to secure all monies due from you to Lenders participating in the Loan.
5. As Security Agent we shall be entitled to be repaid and reimbursed out of the proceeds of any recovery under any legal charge agreement and you agree that we can take payment for all reasonable costs incurred in enforcing the security or in complying with any instructions from you in connection out of the proceeds of recovery. We shall attempt to recover such payment directly from you in priority to taking it out of the proceeds of recovery owing to the Lender.

14. Borrower default

1. You should contact us immediately if you believe that you may not be able to make a payment due under the Loan Agreement or are unlikely to complete a Key Stage (which may include making payment) on time.
2. You agree that in the event of missed payments on a Loan or failure to complete a Key

Stage on time, as Security Agent we will take the administrative steps set out below. In certain circumstances, we may act outside and/or ahead of the following process (whether or not in formal default) where we consider this to be in the best interests of Lenders. We may recover our reasonable costs from any amount recovered.

3. *Development Loans*

- a. If you have taken out a Development Loan and believe that development of one of the Key Stages may not be completed by the deadline set out in the Loan Agreement, you should contact us immediately. Non-Completion Fees may be payable for missed deadlines as set out in the Loan Agreement.
- b. You agree that in the event that you are late in completing a Key Stage or, if reports of the independent valuer suggest that further Key Stages are not capable of being met based on the funds and expertise available to you, it may be necessary for CrowdProperty to become involved in the development of the Project to ensure that the Project is completed by the end of the Loan term. You agree to pay our costs (which have been reasonably incurred) in the event that we, at our sole discretion, determine that it is necessary for us to become involved in the development of the Project.
- c. In such circumstances, you agree to hand over control of the development of the Project to CrowdProperty. We will have regard to your business plan in determining how to complete the Project but retain absolute discretion to deviate from this in order to deliver what we determine to be an optimal balance of securing promised returns for Lenders within reasonable timeframes, recovering our fees and delivering a return to you. Once the Project is completed, we will have discretion to deal with the Property in order to repay the interest and capital due to Lenders. Our costs in developing the Project (calculated based on a time spent basis) plus 50% of the increase in value of the Property during the term of the Loan will be deducted from the sale proceeds of the Property at the end of the Loan term, after the Lenders have been repaid.
- d. As a result of CrowdProperty stepping in to develop the Project, the development may take extra time and we reserve the right to charge an additional 2% interest per annum for the period after the expiry of the Maximum Term and up to completion of the Project, in order to compensate the Lenders for such delays in receiving interest payments and the return of their capital.
- e. Once the Lenders and CrowdProperty have been repaid, the balance from the sale of the Property (if any) will be returned to you and paid into your Nominated Account.
- f. It may be necessary for us to raise additional funds in order to complete the Project and the costs of raising additional funds will be deducted from the sale of the Property.

4. *Re-financing Loans*

- a. If you miss a payment or only partially pay the amount due to the Lender, we will contact you to inform you that we will reattempt to collect the outstanding payment in respect of that Loan on the next working day. If our attempts to collect the payment fail on a second occasion without explanation within 3 working days, your account will be treated as being overdue although we will continue to attempt to collect the funds.
- b. If you miss, fail to pay or only partially pay three or more consecutive monthly instalments or if you are otherwise in breach of any conditions of the Loan

Agreement, the Loan may be placed into default and we will act as Security Agent and may attempt to collect the total loan amount outstanding. We will deduct up to 10% of the amount we recover from you and the remaining proceeds will be distributed to Lenders. Where possible this fee will be added on to the loan amount outstanding so as not to reduce the amount Lenders receive.

- c. If, as Security Agent, we are still unable to collect the debt and the security held is not sufficient to recover all of the debt, we will notify the Lender that all of the outstanding loan parts will be novated to us as Security Agent. This gives us the standing to take legal proceedings against you and negotiate the terms of repayment with you without recourse to the Lenders. We will have authority to instruct third parties, such as solicitors, in order to pursue the debt. We will pay back to Lenders their proportionate share of any funds successfully recovered, less our costs incurred during that recovery.

15. Delegation

1. Any of our functions under the Agreement may be delegated to an associate or competent (and if relevant, appropriately regulated) third party of our choosing (including a member of the CrowdProperty platform) to perform such functions. We will give you written notice of any such delegation which involves the exercise of our discretionary loan management powers and will not, without your consent in writing, delegate the whole or substantially the whole of such powers to a third party unless already set out in this Agreement. We will act in good faith and with reasonable skill, care and diligence in the selection, use and monitoring of third party agents and delegates.
2. The appointment of an appropriately regulated third party to discharge our discretionary loan management powers in the event of our insolvency shall not require your consent.

16. Conflicts of interest

1. This clause constitutes our conflicts of interest policy with respect to Borrowers. In the event that any conflicts arise which we could not effectively manage, we would not be in a position to provide our services to you. Our primary obligation in managing Loans is to protect the interests of Lenders and this will generally prevail over our obligations to you.
2. You agree that we or any associate may not effect transactions in which we or an associate has directly or indirectly a material interest or a relationship of any description with another party which involves or may involve a potential conflict with our duty to you. For example, an associate may enter into a loan with you. We shall ensure that such transactions are effected on terms that are not less favourable to you than if the conflict or potential conflict of interest had not existed.
3. Subject to the terms of this conflicts policy neither we nor any of our associates shall be required to account to you for any profit, commission or remuneration made or received from or by reason of such transactions. It is possible that the entities which you may lend to deal or co-invest with entities in which CrowdProperty, its associate or their clients have financial interest or to which CrowdProperty or its associate provide services. Such interests may include, without limitation, loans, equity investments, debt securities and/or our interest as a service provider. Dealings may include the provision of credit facilities on preferred or subordinated terms. Accordingly, we or any member of our group (including any associate) may be entitled to gains, profits or fees from or in relation to such companies and entities.

17. Variation and assignment

1. We may, at any time, change the terms of this Agreement by giving you written notice. Such amendment will take effect on the date specified in the written notice. For the avoidance of doubt, these changes may impact our fees and charges or the level of service provided. Any amendment that is to your detriment shall not be applied in respect of existing loans.
2. We may amend these terms if it is believed necessary in order to respond proportionally to changes in law and regulations.
3. We may also amend the terms of the Agreement to reflect changes to our systems, administrative processes and procedures, market practice or client requirements and to reflect other legitimate cost increases (or reductions) associated with providing the CrowdProperty Service.
4. You will be given at least 30 days' notice in respect of any changes to this Agreement, unless the specific circumstances require a shorter or longer period. Any amendments will comply with any applicable laws and regulations.
5. Either party may assign the benefit of this Agreement to another person.

18. Liability

1. You agree and acknowledge that we shall take on no liabilities, obligations or rights under the Loan Agreement as a result of our authority to act on behalf of the Lenders and you agree that you will continue to be solely liable for and responsible for the rights and obligations under the Loan Agreement and any amended Loan Agreement.
2. We do not provide tax or credit advice. If you are unsure about the tax or credit implications of the CrowdProperty Service, you should seek advice from an appropriately qualified adviser.
3. We shall not be responsible for any losses to the extent arising from any information provided by you being untrue, inaccurate, or incomplete.
4. We shall not be liable for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which you may suffer or incur arising out of our acts or omissions regardless of how that loss, liability or cost is caused and regardless of whether it was foreseeable or not. However, nothing in this Agreement shall exclude or restrict any liability we owe to you under the UK regulatory system.
5. We do not guarantee that there will be sufficient bids to fully fund Loans or that there will be sufficient Lenders for you to borrow from.
6. We will act in good faith and with due diligence in providing the CrowdProperty Service. We accept responsibility for loss to you only to the extent that such loss is due to our negligence, willful default or fraud.

19. Complaints and compensation

1. We endeavour to deliver a first-class service to our clients, but we recognise that there may be occasions when we fail to meet your expectations. If you have a complaint, then you can contact us by phone on: 020 3012 0161, by post at: 50 Yeo St, Neutral Bay, NSW, 2089 or by email at: support@crowdproperty.com. Only non-corporate borrowers have rights to refer complaints to the Financial Ombudsman Service. Further details are available at www.financial-ombudsman.org.uk. You may request a copy of our complaints-handling procedure at any time.
2. The Financial Services Compensation Scheme will not apply to CrowdProperty as a peer-to-peer lending platform.

20. Interpretation

1. The Agreement shall be governed by, and construed in accordance with, the laws of England and Wales, and the appropriate Court of Law in England is to have non-exclusive jurisdiction in relation to all matters, claims and disputes arising out of or in connection with the Agreement. No other documentation or literature can be used as part of the Agreement.
2. It is not intended that any term contained in this Agreement shall be enforceable, whether by virtue of Contracts (Rights of Third Parties) Act 1999, common law or otherwise, by any person who is not a party to this Agreement save that third parties referred to in it may rely on any authority granted to them under this Agreement, including the ability to accept our instructions to carry out functions on your behalf in accordance with this Agreement. Any group company of ours shall be entitled to enforce terms on our behalf.
3. If any part of the wording of these terms shall become or is declared to be illegal, invalid or unenforceable for any reason, such part or wording will be deleted and shall be divisible from the rest of these terms, which will continue in force.
4. Our failure to exercise or delay in exercising a right or remedy provided by these terms or by law does not constitute a waiver of other rights or remedies.
5. We will only be required to communicate in English during the course of our relationship with you.

21. Data protection

1. You will be required to provide personal details in order to register for an Online Account and submit a Loan Application Form. These registration details are unique to your individual Loan Application and are not transferable.
2. Your personal details are how we identify you and so you must keep them secure at all times. You are responsible for all information and activity on the platform by anyone using your details. If you authorise an agent, family member, employee or sub-contractor to correspond with us on your behalf in relation to your Loan Application, you will be responsible for their activity. Any breach of security, loss, theft or unauthorised use of your personal details must be notified to us immediately. We reserve the right not to act on your instructions where we suspect that the person corresponding with us is not you or we suspect illegal or fraudulent activity or unauthorised use.
3. You agree not to adapt or circumvent the systems in place in connection with the platform, nor access our systems other than by using the credentials assigned to you and by following the instructions that we have provided for that type of connection.
4. As part of the Loan Application process, you must disclose to us any facts or circumstances which may result in a material adverse change to your business' financial condition, including but not limited to, any court proceedings, investigations or claims which are current, threatened, or in your opinion reasonably likely to occur.
5. Our use of your data will be subject to our Privacy Policy.
6. You consent to us carrying out credit and fraud checks on you, your business and any shareholders and directors of the business, using credit reference agencies.

22. Notices

1. You acknowledge that any communications made in connection with this Agreement can be made either to you or to your Intermediary.
2. We may send any communications to you at the email address which you provide to us in the application form (or to any updated email address that you may notify to us in

writing from time to time). Any original documents will be sent to the last postal address you have notified to us.

3. You may communicate with us by email at support@crowdproperty.com. If we require information to be sent to us by post, this should be sent to: 50 Yeo St, Neutral Bay, NSW, 2089. Notice sent by first class post to such address is deemed to have arrived on the second business day after posting. Notice sent by email or hand delivered is deemed to be delivered immediately (or on the next business Day if sent after 5pm on a business Day or on a non-business Day). Our telephone number is: 020 3012 0161. Telephone calls may be recorded or monitored for our mutual protection.

23. Step-In

1. In the event of the appointment of any successor Agent and Security Agent under the Loan Agreement all relevant references to the Agent, the Security Agent, we, us, our and CrowdProperty in these Terms and Conditions shall be deemed to be references to such successor Agent and Security Agent, which successor shall carry out the CrowdProperty Service. Such appointment shall not require your consent.

Schedule 1

Fees and Charges

I. Interest Charge

The agent will quote you an interest rate based on the amount the agent agrees to lend the borrower and the type of product the loan is suitable for. Rates range from between 7.5% and 10.5% per annum. Interest is calculated on a daily basis.

II. Application Fee

We will notify you of the amount of application fee payable when we send you the Loan Application Form. The application fee payable will typically be up to 1% of the amount of the Loan. The fee will be held on account and cover any legal and Surveyors fees and is not refundable.

III. Success Fee

A success fee is payable on completion of the loan agreement and could be up to 4% of the Loan amount dependent on the agreed loan amount. The success fee will be payable when the loan completes and can be phased across the amount raised to a total of the agreed loan facility agreement.

IV. Product Fees i.e. fees that apply differently to Development Loans and Refinancing Loans

Fees vary dependent on the product type the borrower enters the loan agreement on.

V. Early Repayment Fee

Early repayment of the whole or part loan is permitted subject to a minimum 6 month term. Generally there will be no early repayment fee except for the Land Registry discharge fee which is payable at the current applicable rate set by the Land Registry. The Land Registry fee is subject to alteration by the Land Registry.

VI. Non-Completion Fee

Any Key Stage deadlines set out in the Loan Agreement which are missed may be subject to a non-completion fee at our discretion.

VII. Late Payment Fee

Any payments which are not made when due under the Loan Agreement may be subject to a Late Payment Fee of 5% per annum equivalent. Interest will also be payable on late payments at a rate of 0.417% per month calculated daily.