**Lender Terms**

These terms are between [NAME] (“Lender” or “you”) and Crowdestates Limited, whose Company number is 08728808 (“Crowdestates”, “we” or “us”).

1. **Basis of contract**

1.1 By registering with Crowdestates, you are choosing to permit your money to be loaned to individuals whereby the loan will be secured against the borrower’s property. We will not be bound to accept your application or to give reasons for our decision.

1.2 By becoming a Lender, you will agree to be bound by the terms of a Trust Deed, as beneficiary. A copy of the Trust Deed may be inspected on request if we accept your application.

1.3 If we accept your application, when we receive your money, it will be placed in a separate bank account (“Crowdestates Account”) and held in escrow until it is applied to a loan and after that on trust on the terms of the Trust Deed.

1.4 The terms relating to interest on your money and payments or repayment are contained in the account summary.

1.5 By agreeing to these Terms, you confirm that you have read and understood them.

**2. Qualifying as a Lender**

2.1 In order to qualify as a Lender, you warrant that you meet the following criteria:

(a) You are 18 years of age or over and are capable of taking responsibility for your own decisions.

(b) You must have a valid UK bank or building society account in your own name to facilitate payments to us.

(c) You are capable in law of entering into a legally binding agreement with us and are the person whose details you have provided in connection with your application to become a Lender.

(d) When you pay money to us, you are authorised to do so. You will make payments in good faith and will not attempt to reverse a payment made to us or take any action which will cause such a payment to be reversed by a third party.

(e) All information provided to us in the course of the application and lending process is true and accurate in all respects. You will update us if any of the information provided to us changes.

(f) You have disclosed to us any circumstances that you are aware of which could or might result in a material adverse change in your financial condition.

2.2 Following your application to lend through Crowdestates, we will carry out identity and fraud checks on you.

2.3 Crowdestates uses its own internal procedures and policies when assessing applications but has complete discretion as to whether to allow you to be a Lender on our platform

2.4 If we cannot get adequate information from the credit reference agency then we will ask you to send us copies of the relevant passports or other identification documents plus a utility bill and anything else that we may require. If you do not provide all appropriate identification documents You will not be able to lend on our platform.

2.5 We may suspend or place limitations on your account at any time if we believe it is appropriate in order to comply with our legal obligations.

**3. Fees**

3.1 Should you wish to sell your interest in the amount you have loaned, you will be required to pay 1% of the outstanding loan.

**4. Miscellaneous**

4.1 Third parties: A person who is not a party to these terms shall not have any rights to enforce its terms.

4.2 Governing law: These terms, and any dispute or claim arising out of or in connection with it, the Finance Documents or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

4.3 Jurisdiction: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or their subject matter or formation (including non-contractual disputes or claims).