

Borrower Terms and Conditions

1 INTRODUCTION

- 1.1 Highfields Business Loans Limited ("Highfields Loans ", "we", "us") is a limited liability company incorporated in England and Wales with company number 10546916. Our registered office is at Highfields Farm, Whitewell Road, Oakham LE15 8PX.
- 1.2 Highfields Loans is authorized and regulated by the Financial Conduct Authority ("FCA") to operate an electronic system in relation to lending. Our FCA reference number is 718844.
- 1.3 We provide a platform (the "Platform") via www.highfieldsloans.com (the "Website") for lending and borrowing transactions conducted between our customers.
- 1.4 These terms and conditions explain how you, a Borrower, may use the Platform to borrow money from Lenders.
- 1.5 Your attention is particularly drawn to the following:

2 EFFECT OF THESE TERMS AND CONDITIONS

- 2.1 By agreeing to these terms and conditions and/or by continued use of the Platform, you are bound by the entirety of these terms and conditions. The other agreements, documents and policies which govern your use of the Platform are as follows:
 - (a) the Website [terms and conditions](#);
 - (b) our [Privacy and Cookies Policy](#), which explains how we collect and use your personal data and how we use cookies on the Website; and
 - (c) any [Loan Agreement](#) (representing one or more bilateral Loan Contracts between each Lender and the Borrower) which you enter into in accordance with these terms and conditions.
- 2.2 If you do not agree to these terms and conditions or any Platform Agreement, you must stop using this Platform immediately.
- 2.3 References in these terms and conditions to "we", "us" and "our" mean or refer to Highfields Loans in its capacity as operator of the Platform, unless otherwise indicated. References to "systems" or "Platform" means the Platform, any online services provided by us and any data managed by, displayed on or transmitted from such services. References to "you" and "your" mean a user of the Platform and the borrowing services provided via our systems.
- 2.4 We expect to need to update or amend these terms and conditions from time to time to:
 - (a) comply with law or regulations; or
 - (b) meet our changing business requirements.

We may make such changes without your specific agreement only where those updates are required to comply with law or regulations or are of an immaterial and routine nature. We will give you advanced notice of such updates or amendments and will post them on the Platform, so you can view them when you next log in.
- 2.5 By continuing to use the Platform, you agree to be bound by the terms of any updates and amendments implemented in accordance with clause 2.4. However, if we amend these terms and conditions between the time, you make a Loan Request and the time that Loans are made to you, that Loan Request and any Loans made further to it will be subject to these terms and conditions as they were before that amendment was made.
- 2.6 If there is any inconsistency between these terms and conditions and those of a Platform Agreement (except for a Loan Agreement, see clause 3.1) then these terms and conditions will prevail.

2.7 Please read these terms and conditions carefully and print a copy for your future reference.

3 KEY INFORMATION AND RISKS

3.1 Each Loan Agreement is a separate agreement to these terms and conditions. If there is a conflict between these terms and conditions and a Loan Agreement, the Loan Agreement will prevail.

3.2 The information on the Platform does not constitute advice, recommendation or an endorsement by us of Loan Offers, Loans or Lenders.

3.3 We will not identify you to other Lenders and Borrowers unless required to do so by law, where it is necessary to do so as part of court or other enforcement proceedings for the recovery of amounts due and payable under any Loan Agreement or otherwise in accordance with the provisions of our Privacy and Cookies Policy.

3.4 By accepting these terms and conditions, you acknowledge that:

(a) submitting a Loan Application does not in any way constitute an obligation on us to procure funding for you or constitute a warranty from us that funding will be available; and

(b) interest rates advertised by Highfields Loans are indicative only and we do not guarantee that the rates advertised will be available.

4 REQUESTING A LOAN

4.1 You can access the Platform to make a Loan Application.

4.2 You acknowledge and agree that:

(a) after you have selected the loan product that you intend to apply for on the Platform, you will be required to provide certain information about you;

(b) if you submit personal details to the Platform in this way, they will be used by us (or a third-party credit reference agency) to:

(i) verify your identity;

(ii) verify whether you are eligible to make a Loan Application for the loan product in question in accordance with our internal policies; and

(iii) carry out a credit check on you;

(c) when you apply for credit, we will check the following records about you (and others where applicable):

(i) information held by fraud prevention agencies; and

(ii) information you provide in your Loan Application made via the Platform; and

(d) to help us decide whether to approve your Loan Application, we will conduct a telephone conversation with you in respect of certain factors including identity, affordability and suitability for credit.

4.3 Please see our Privacy and Cookies Policy for more information on how the information that you provide to us will be used.

4.4 After a Loan Application is submitted by you, it will not become a Loan Request until it has been reviewed and approved by Highfields Loans.

4.5 We will consider the information referred to in clause 4.2, together with any additional personal information you provide to us, to decide whether to lend to you. We will also consider your ability to repay, your credit history and stability factors such as how long you have lived at your present address. We consider the information obtained for each Borrower named on the application both on an individual and joint basis.

4.6 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. For more information on how we use your information and what we may disclose about you to CRAs and fraud prevention agencies, please see our Privacy and Cookies Policy.

4.7 To help us decide whether to approve your Loan Application, we may have regard to a process called credit scoring obtained from the CRAs. The points allocated under credit scoring are based on a thorough analysis of large numbers of repayment histories over many years. This statistical analysis enables us and/or CRAs to identify characteristics that predict a likelihood of future performance. We believe it is fair and impartial and helps to produce consistent decisions. It also helps us to determine the affordability of our facilities for you. We try to assess the impact that any borrowing you request may have on your overall financial well-being.

- 4.8 Every credit or Loan Application involves a certain level of repayment risk for a lender, no matter how reliable or responsible an applicant is. Credit scoring helps us to calculate the level of repayment risk for each Borrower based on available information. If that level of risk is unacceptable for us, having regard to your credit score and other matters, we will decline the Loan Application. This simply means that based on the available information, we are not prepared to allow Lenders to take the risk of granting credit. We, like other operators of an electronic system in relation to lending and consumer credit lenders generally, are not obliged to accept a Loan Application. Different lenders have different lending policies and systems. This means that another operator of an electronic system in relation to lending or consumer credit lender may accept your application, even if we do not.
- 4.9 If we are unable to accept your Loan Application, we will tell you. If your Loan Application is declined:
- (a) as a result of information received from a CRA, we will provide you with details of the agency concerned; or
 - (b) because we consider that the second named Borrower is not suitable, you may nominate a different Borrower in which case the process set out in this clause 4 will be repeated in respect of such different Borrower.
- You may contact us and ask us to reconsider our decision. If you do, we will generally ask you to provide us with additional information that we need, but we reserve the right to refuse the Loan Application even if the additional information is provided.
- 4.10 We may amend details you provide on your Loan Application (except information identifying you) at our discretion. You cannot amend your Loan Application once made, except with our written consent.
- 4.11 If we approve your Loan Application, it will be converted into a Loan Request, and we will post it on the Platform.
- 4.12 If we do not accept your Loan Application, we may at our discretion choose to make you a counteroffer comprising a proposal for credit with a different interest rate or different term (or both) to your original Loan Application ("Loan Counteroffer"). The interest rate and term applicable to a Loan Counteroffer will be allocated by us based on the information referred to at clauses 4.2 and 4.4 above, together with your credit score. A Loan Counteroffer will remain open on the Platform for acceptance by you for thirty (30) days. If you do not accept the Loan Counteroffer during this time, then it will lapse, and you will need to submit a new Loan Application if you wish to apply to borrow money from Lenders via the Platform. If the Loan Counteroffer is accepted by you while it is still open for acceptance, it will be converted into a Loan Request, and we will post it on the Platform.
- 4.13 If we convert your Loan Application into a Loan Request and subsequently suspect that you are or were, at the time of making the Loan Application, in breach of these terms and conditions, we may, at our absolute discretion, withdraw such Loan Request and any further Loan Requests from the Platform. Any outstanding Loans that have been made via the Platform will continue to the end of their term.
- 4.14 Once a Loan Request has been posted on the Platform, you agree to leave such request for credit open for acceptance, subject to termination of the Loan Request by us after thirty (30) days, removal of the Loan Request from the Platform for any of the reasons set out in these terms and conditions or your valid withdrawal of the Loan Request in accordance with clause 7 below.
- 4.15 We may determine, at our absolute discretion, when the Platform is open for the posting of Loan Applications and may close the Platform at any time at our absolute discretion.

5 FORMATION OF LOAN AGREEMENT

- 5.1 If we convert your Loan Application into a Loan Request, we will determine whether there are sufficient offers to lend from Lender Members to provide to you the full amount of credit requested in your Loan Request.
- 5.2 If Highfields Loans determines that there are sufficient Loan Offers to provide to you the full amount of the Loan requested in your Loan Request, such Loan shall be known as a **"Matched Loan"** and the Lender Members Matched to a Matched Loan shall be **"Matched Lenders"**. In such case, Highfields Loans shall notify you that your Loan Request has been accepted and provide an agreement setting out the terms and conditions of each Loan with a Lender (each Loan, a **"Loan Contract"**) in the form of a regulated credit agreement comprising the aggregate of each Loan Contract executed by Highfields Loans as agent of each Matched Lender (such credit agreement, a **"Loan Agreement"**).
- 5.3 Upon the making of the notification referred to in clause 5.2, you will have fourteen (14) days to accept the terms of the Loan Agreement by electronically signing the Loan Agreement and clicking "I Accept" on the Platform, after which time the offer to take up the credit pursuant to the Loan Agreement will lapse. Each Borrower is to electronically sign the Agreement.

- 5.4 Upon acceptance by each Borrower of the terms of the Loan Agreement, a series of Loan Contracts are formed between (1) each Borrower; and (2) each individual Matched Lender. The Loan Agreement will become effective when:
- (a) the Loan Agreement is signed by each Borrower and Highfields Loans, as agent of the Lenders; and
 - (b) Match the Cash confirms that all other conditions of the Loan Agreement have been satisfied,
- provided that at such time there remains, sufficient Loan Offers available to provide to you the full amount of credit as set out in the Loan Agreement.
- 5.5 If Match the Cash determines that there are insufficient Loan Offers to provide to you the full amount of credit requested in your Loan Request, that Loan Request shall remain open until such time as the earlier to occur of:
- (a) Highfields Loans determining that there are sufficient Loan Offers to provide to you the full amount of credit requested in the Loan Request, at which point the process referred to in clauses 5.2 to 5.3 shall be followed;
 - (b) you withdraw the Loan Request via the Platform;
 - (c) Highfields Loans removing the Loan Request from the Platform; and
 - (d) the date falling thirty (30) days after the date that the Loan Request is posted via the Platform.
- 5.6 Highfields Loans may also contact a Borrower to confirm that its Loan Request has been rejected but that it may submit a revised Loan Request on different terms suggested by Highfields Loans, at which point the process referred to in clause 5.2 shall be followed.
- 5.7 We do not guarantee that there will be sufficient funds committed by Lenders on the Platform to fully fund your Loan Request.
- 5.8 Loan Requests are Matched by time, so that Borrowers will be Matched in order of when their Loan Request was placed on the Platform.
- 6 SERVICE FEE**
- 6.1 You will be charged a service fee which shall consist of a percentage of the total amount of your Loans outstanding from time to time ("Service Fee"). The Service Fee will be payable on a monthly basis at the same time as your scheduled repayments of capital and interest.
- 6.2 The rate at which a Borrower will borrow will be expressed as the annual percentage rate ("APR"), as defined under the Consumer Credit Act 1974 and ancillary legislation, and will be based on the length of the term of the Loans and will be made up of:
- (a) the interest rate; and
 - (b) the Service Fee.
- 6.3 For details of the rate and amount of Service Fee payable on your Loans and of any other fees payable by you in respect of Loans, please refer to the Pre-Contract Consumer Credit Information and the Loan Agreement provided to you as part of the Loan Application process.
- 7 WITHDRAWAL OF A LOAN REQUEST**
- 7.1 Loan Requests may be withdrawn at any time before they are Matched by cancelling the Loan Request. The cancellation of a Loan Request becomes effective when your instruction to cancel is successfully received and processed by us.
- 7.2 Once you have entered into a Loan Agreement you have a right to withdraw from it for a period of fourteen (14) days beginning with the day after the day on which you receive a copy of the Loan Agreement signed by each Borrower and us. For more information, please refer to the section in the Loan Agreement called 'Right of withdrawal'.

8 LOAN DRAWDOWN

8.1 You acknowledge and agree that once:

(a) the Loan Agreement is executed (signed) by each Borrower and Highfields Loans, as agent of the Lenders; and

(b) Highfields Loans confirms that all other conditions to the Loan Agreement have been satisfied,

provided that at such time there remains sufficient Loan Offers available to provide to you the full amount of credit as set out in the Loan Agreement, we shall transfer funds held by us in our segregated client account(s) on behalf of each Matched Lender in the amount of the Loan Amount, less any fees due to us, into the bank account of the nominated Borrower (this will be the second named Borrower on the Loan Application unless we agree otherwise).

8.2 No interest is payable on money held in a segregated client account.

9 INTEREST, REPAYMENTS AND REBATES

The relevant Loan Agreement governs the payment of scheduled repayments of capital, interest and Service Fee.

10 MISSED PAYMENTS / DEFAULT BY BORROWER / CONTINUOUS PAYMENT AUTHORITY (CPA)

10.1 If you miss, fail to pay or only partially pay a monthly instalment payable under a Loan Agreement by 11.59pm GMT on the payment date, your account will enter arrears.

10.2 If you fail to pay a monthly repayment payable under a Loan Agreement, we charge you an administration fee.

10.3 We will ask for payment from you in accordance with our procedures as set out in this clause 10. In certain circumstances, we may act outside and/or ahead of such process to pursue missed payments on Loans (whether or not in formal default) where we consider this to be in the best interests of the relevant Lenders, whilst treating you with forbearance and due consideration and behaving towards you in a proportionate manner. We will look to recover our reasonable costs and expenses incurred in pursuing the debt.

10.4 We will try to collect the repayment due from you, including interest and any applicable charges, by Direct Debit and/or continuous payment authority ("CPA"), which is a type of regular automatic payment linked to your bank account (allowing us to take payments of differing amounts on dates of our choosing), electronically on the scheduled repayment dates (the "Payment Dates") in accordance with the Loan Agreement.

10.5 We will debit the bank account of the nominated Borrower (for a joint loan this will be the first named Borrower on the Loan Application unless we agree otherwise) for the repayment on each Payment Date and for any other fees that you may incur under the Loan Agreement.

10.6 If we are unable to obtain from the nominated Borrower's bank account, the full amount payable on a Payment Date, then we may also apply for payment of such unpaid amounts from the second named Borrower on the Loan Application, using their Direct Debit and /or CPA provided to us for collecting payment. We will notify each Borrower of an unsuccessful payment and before we apply for payment of unpaid amounts from the second Borrower.

10.7 Where any payment attempt that we may agree with you fails or we are unable to contact you or you fail to agree to any attempts that we may make to agree a reasonable repayment plan, we will use the CPA that you provided to us at the time of the Loan Application.

10.8 If payment is not made on a Payment Date, or a repayment transaction from you fails, on the first day after the relevant Payment Date, we will contact each Borrower to discuss the situation.

10.9 If you inform us that you are unable to make the repayment due to a change in financial circumstances, or where making the repayment would cause financial hardship, we will exercise forbearance and endeavor to agree a reasonable repayment plan with you.

10.10 If following reasonable attempts, we have not managed to contact either Borrower, we may exercise the rights under the CPA for each Borrower to obtain full payment or where a part payment has been made, a part payment equal to that part of any repayment which has not been paid. We will exercise the CPA the day after the relevant Payment Date and at intervals of no less than three (3) days following the relevant Payment Date until and including the next relevant Payment Date. However, we will not do so if we believe you are experiencing financial difficulties. If we request payment under each of the Borrower's CPA and receive monies more than the payment due, then these excess monies will be refunded to the account or card they were taken from.

10.11 If further payments are missed, we may default the loan account. We will contact you to advise you of our actions.

11 MATCH THE CASH AS AGENT OF THE LENDERS

- 11.1 Highfields Loans acts as the Lenders' agent under and in connection with the Platform Agreements.
- 11.2 Our role as agent of the Lenders is to Match Lenders to you via the Platform, enter into Loan Contracts (in the form of a Loan Agreement) on each Lender's behalf, and to facilitate the repayment and collection of the Loan Amount, payments of interest and all other sums due under or in connection with the Platform Agreements.

12 LIABILITY

- 12.1 Nothing in these terms and conditions shall exclude or limit our liability for:
- (a) personal injury or death;
 - (b) fraud or fraudulent misrepresentation; and/or
 - (c) any other liability the exclusion or limitation of which is not permitted by applicable law or regulation,
- and each of the following sub-clauses in this clause 12 are subject to this principle.
- 12.2 Highfields Loans shall be responsible for loss or damage which you may suffer that is a foreseeable result of our breach of the Platform Agreements or our negligence (including any breach or negligence committed by any of our officers, employees or agents), but:
- (a) Highfields Loans shall not be responsible for any loss or damage that was not an obvious consequence of Match the Cash's breach or that was not contemplated by Match the Cash and you at the time that you accepted these terms and conditions;
 - (b) Highfields Loans shall not be responsible for any loss or damage that was caused by your breach of the Platform Agreements; and
 - (c) Highfields Loans is not liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with these terms and conditions for any:
 - (i) loss of profits or contracts;
 - (ii) loss of revenue;
 - (iii) loss of business;
 - (iv) loss of goodwill;
 - (v) business interruption;
 - (vi) wasted management or office time;
 - (vii) loss of anticipated savings; and/or
 - (viii) Disruption Event,howsoever arising.
- 12.3 You shall be liable to us and repay us for any loss or damage suffered by us because of any breach of these terms and conditions or any Platform Agreement by you, or any fraudulent use of the Platform undertaken by you.
- 12.4 The provisions of this clause 12 apply to Highfields Loans in each of its capacities under the Platform Agreements.

13 DISRUPTION EVENT

- 13.1 For the purposes of this clause, a "Disruption Event" shall be defined as "any circumstances outside our control including but not limited to any interruptions or failures relating to internet service providers, internet signal, connections, electricity providers, configurations of Lenders' and Borrowers' computers, any acts of god, flood, drought, earthquake or other natural disaster, any collapse of buildings, fire, explosion or accident, any act of terrorism, civil war or commotion, riots or any law or any action taken by a government or public authority, including without limitation failing to grant a necessary licence or consent."
- 13.2 We shall not be in breach of any Platform Agreement nor liable for delay in performing or failure to perform any of our obligations under any Platform Agreement if such delay or failure results from a Disruption Event.
- 13.3 If the period of delay or non-performance continues for forty (40) Business Days, then you or we may terminate any agreement made between us by giving five (5) Business Days' written notice to the other party, except with respect to a Loan Agreement, which shall be terminated in accordance with its own terms and after the giving of any notice that is required to be given to you in law.
- 13.4 The provisions of this clause 13 apply to Highfields Loans in each of its capacities under the Platform Agreements.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 Subject to clause 14.3 below, as between you and us, we own all Intellectual Property Rights existing in or in relation to the Platform.
- 14.2 If and to the extent that any Intellectual Property Rights existing in or in relation to the Platform vest in you by operation of law or otherwise, you agree to do any and all such acts and execute any and all such documents as we may reasonably request in order to assign such Intellectual Property Rights back to us and provide us with a waiver of moral rights in such Intellectual Property Rights.
- 14.3 You shall retain ownership of all copyright in data you upload or submit to the Platform. You grant us a world-wide exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.
- 14.4 We do not warrant or represent that the content of the Platform does not infringe the Intellectual Property Rights (or any other rights) of any third party.

15 PRIVACY

Any and all personal information you provide to us (in any capacity) via the Platform may be collected, stored, processed and used in accordance with our current Privacy and Cookies Policy.

16 SECURITY

- 16.1 You are responsible for all information and activity on the Platform that occurs under your account (including the actions of your employees, sub-contractors or agents) whether or not you authorize such activity. Any breach of security, loss, theft or unauthorized use of a username, password or security information must be notified to us immediately using the Platform.
- 16.2 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.
- 16.3 We reserve the right not to act on your instructions where we suspect that the person issuing such instructions is not you or we suspect illegal or fraudulent activity or unauthorized use.

17 NOTICE AND COMMUNICATIONS

- 17.1 Unless otherwise agreed between us, all notices and communications between you and us (in any capacity) shall be made using the Platform. The Platform will send you an email (to the email address which you have uploaded to the Platform) upon transmission by us (in any capacity) of any messages to you.
- 17.2 All notices and communications shall be deemed received upon transmission.
- 17.3 We will send all information, notices and/or demands relating to a Loan Request and/or Loan Agreement to each Borrower using the contact details provided to us in the Loan Application.

18 THIRD PARTY RIGHTS

- 18.1 A person who is not a party to these terms and conditions has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of these terms and conditions.
- 18.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these terms and conditions are not subject to the consent of any person that is not a party to these terms and conditions.

19 GENERAL TERMS

- 19.1 You represent that all information provided to us (in any capacity) in the course of submitting a Loan Application on the Platform or in any other dealings you may have with us is true and accurate in all respects. You will update us if any of the information you provide to us changes or proves to be inaccurate.
- 19.2 The information provided on the Platform is directed solely at and is for use solely by persons and organisations that meet the criteria set out in these terms and conditions and the equivalent criteria set out in the Lender Terms and Conditions. The content provided via the Platform is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to any applicable law or regulation.
- 19.3 We have the right to immediately and without notice set off any liability or debt that is owed by you to either of us (in any capacity) or any of our affiliates.
- 19.4 Any determination to be made by Highfields Loans (in any capacity) in accordance with any Platform Agreement shall be made in Highfields Loans' sole discretion.
- 19.5 You hereby agree to be bound by the Website Customer Services terms and conditions.
- 19.6 You agree to assign to Highfields Loans any Intellectual Property Rights (including copyright) in any Loans taken by you on the Platform. Highfields Loans owns all rights in any price data and related content on the Platform. Your registration and use of the Platform confers no rights whatsoever to the content and related Intellectual Property Rights contained in the Platform. You agree not to monitor, use or copy our web pages or any content on the Platform, including without limitation any price data. Any unauthorized use or reproduction may be prosecuted.

20 COMPLAINTS PROCEDURE

- 20.1 We consider a complaint as being defined as an expression of dissatisfaction made by you in relation to any of the services that we provide. In the event that you make a complaint, we will make every effort to rectify the problem as soon as practicably possible. We have a complaints handling policy and procedure, a copy of which is available on request.

21 SEVERABILITY OF PROVISIONS

If at any time any part of these terms and conditions is held to be or becomes void or otherwise unenforceable for any reason under any applicable law or regulation, the same shall be deemed omitted from these terms and conditions and the validity and/or enforceability of the remaining provisions of these terms and conditions shall not in any way be affected or impaired as a result of that omission.

22 ENTIRE AGREEMENT

- 22.1 The Platform Agreements (as entered into and updated from time to time) contain the entire agreement between the parties in relation to their subject matter and supersede any prior arrangement, understanding or written or oral agreements between the parties in relation to such subject matter.
- 22.2 The parties acknowledge that these terms and conditions and the Platform Agreements have not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in the Platform Agreements.
- 22.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind any of the Platform Agreements which it might otherwise have had in relation to them.
- 22.4 All warranties, conditions, terms and representations not set out in the Platform Agreements whether implied by statute or otherwise are excluded to the extent permitted by law.
- 22.5 Nothing in this clause 22 will exclude any liability in respect of misrepresentations made fraudulently.

23 WAIVER

The rights and remedies of either party in respect of these terms and conditions shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other nor by any failure of or delay in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach of these terms and conditions shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

24 LAW

These terms and conditions and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.

25 JURISDICTION

25.1 All disputes or claims arising out of or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the English Courts.

25.2 Clause 25.1 is without prejudice to the right of a Borrower to have their dispute or claim heard by the courts in their home jurisdiction.

26 DEFINITIONS AND INTERPRETATION

26.1 In these terms and conditions:

Agent	Highfields Loans in its capacity as agent of the Finance Parties;
Borrower	an individual who has registered on the Platform and has made a Loan Request;
Business Day	a day (other than a Saturday or Sunday) on which banks are open for general business in London;
Finance Parties	each Lender Member from time to time who has entered into a Loan Contract with the Borrower and Match the Cash in its capacity as Agent to the relevant Matched Lenders;
Intellectual Property Rights	any patent, copyright, trademark, service mark or trade name, utility model, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world;
Lender Member	a person who has agreed to the Lender Terms and Conditions and has been accepted by Highfields Loans onto the Platform as a member eligible to lend to Borrowers via the Platform;
Lender Terms and Conditions	the Lender terms and conditions found at https://www.highfieldsloans.com
Lender	a Lender Member who has entered into a Loan Contract with a Borrower pursuant to some or all of the Platform Agreements;
Loan	a loan made available by a Lender to a Borrower via the Platform;
Loan Agreement	has the meaning given to such term in clause 5.2;
Loan Amount	the principal amount for the time being outstanding under a Loan;
Loan Application	an application made via the Platform by a Borrower for a Loan;
Loan Contract	has the meaning given to such term in clause 5.2;
Loan Offer	an offer by a Lender to enter into a Loan Contract by becoming a Lender Member and transferring funds to Highfields Loans' client monies account;
Loan Request	a request by a Borrower to Lender Members to enter into a Loan Contract;
Match, Matched or Matching	the process of bringing you and a Lender together and matching that Lender's selected lending options against your Loan Request via the Platform;
Matched Lender	has the meaning given to such term in clause 5.2;
Matched Loan	has the meaning given to such term in clause 5.2;
Platform	the internet-based service provided by Highfields Loans which allows Lender Members and potential Borrowers to be Matched. This includes all secure areas of the Website in addition to any technology made available to Borrowers;

END

