

**30 BLAKE DENE ROAD, POOLE, BH14 8HQ**

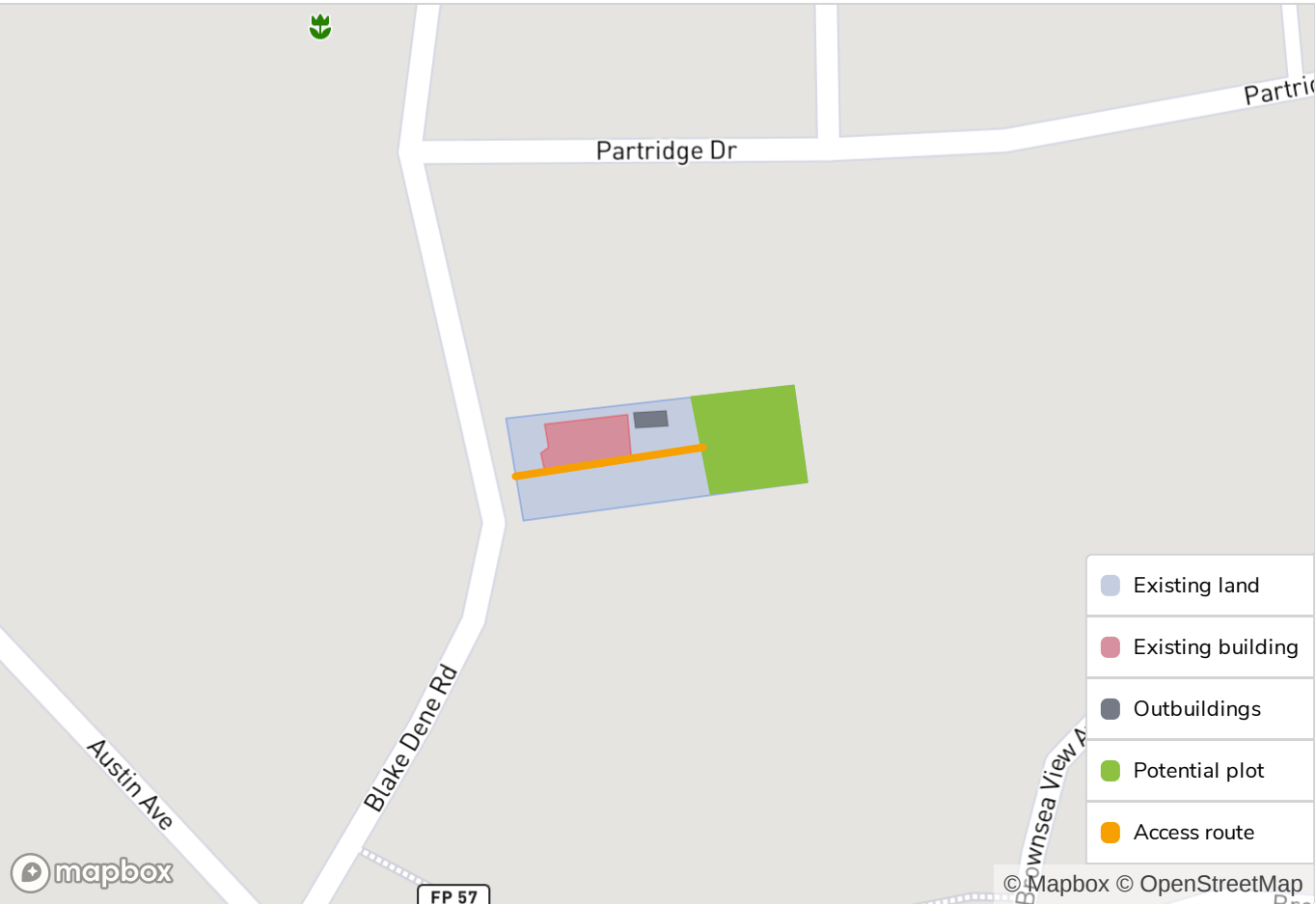
# Plot Report

## Important Information

The content of this Plot Report is provided for information purposes only. It does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from this Plot Report or on our website.

# Plot Details

Proposed plot area	Plot type	Existing building area	Existing land area	Existing building coverage
373.3 sq m	Rear garden	148.0 sq m	1,113.3 sq m	13.3%












## Property details

Street address	Tenure
30 BLAKE DENE ROAD POOLE BH14 8HQ	Absolute Freehold
	Ownership
	Private

Land Registry Title ID	OS UPRN
DEMO-001	0

Local planning authority	Electoral ward
Bournemouth, Christchurch and Poole	Penn Hill

## Property details

	Has outbuildings (site)
	No outbuildings (plot)
	Fire service access within 65m
	Not a listed building
	Not at risk of flooding
	Not in a historic landfill area
	Not in a SSSI area
	Not in a conservation area
	Not in a national park

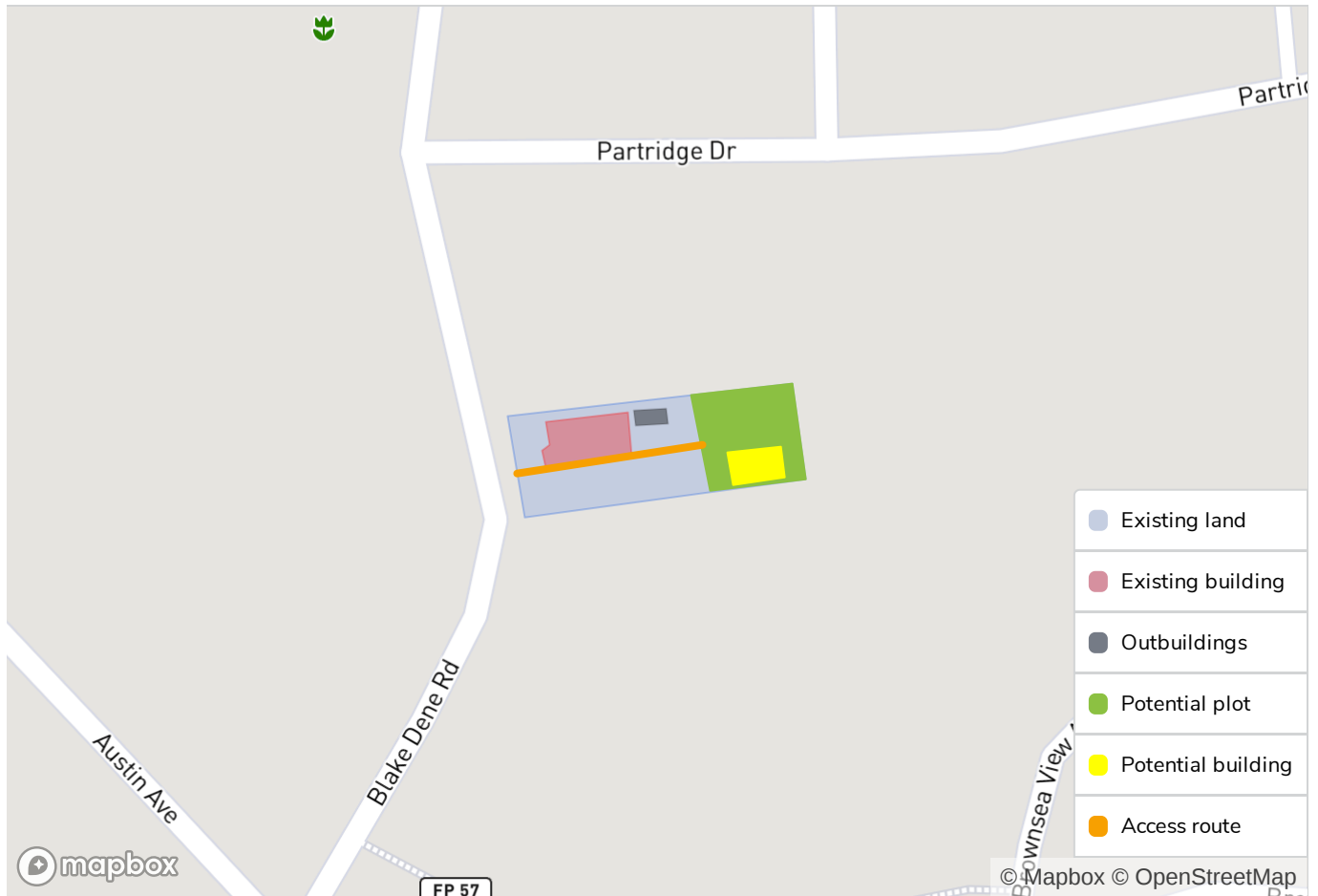
# Development Details

Proposed plot area

373.3 sq m

Development type

4 bedroom house with parking



Storeys: 2

Bedrooms: 4

Bathrooms: 2

Parking: 2 spaces

Garage: 1 space

Dwelling type: Detached House

Dimensions: 6.4m x 10.6m

Footprint: 67.6 sq m

Development area: 190.2 sq m

# GDV Calculation

Plot area	Plot type	Development type	Footprint	Area of development
373.3 sq m	Rear garden	4 bedroom house with parking	67.6 sq m	190.2 sq m

## Estimated Sales Value

Estimated property valuation	£850,000.00
New build premium	10.00%
<b>Estimated sale value</b>	<b>£935,000.00</b>

## Estimated Land Value

Land purchase price percentage	30.00%
<b>Estimated land purchase price</b>	<b>£280,500.00</b>

## Estimated Build Cost

The average build cost (per square metre)	£2,060.00
Internal area	135.2 sq m
<b>Estimated build cost</b>	<b>£278,512.00</b>

## Estimated Additional Costs

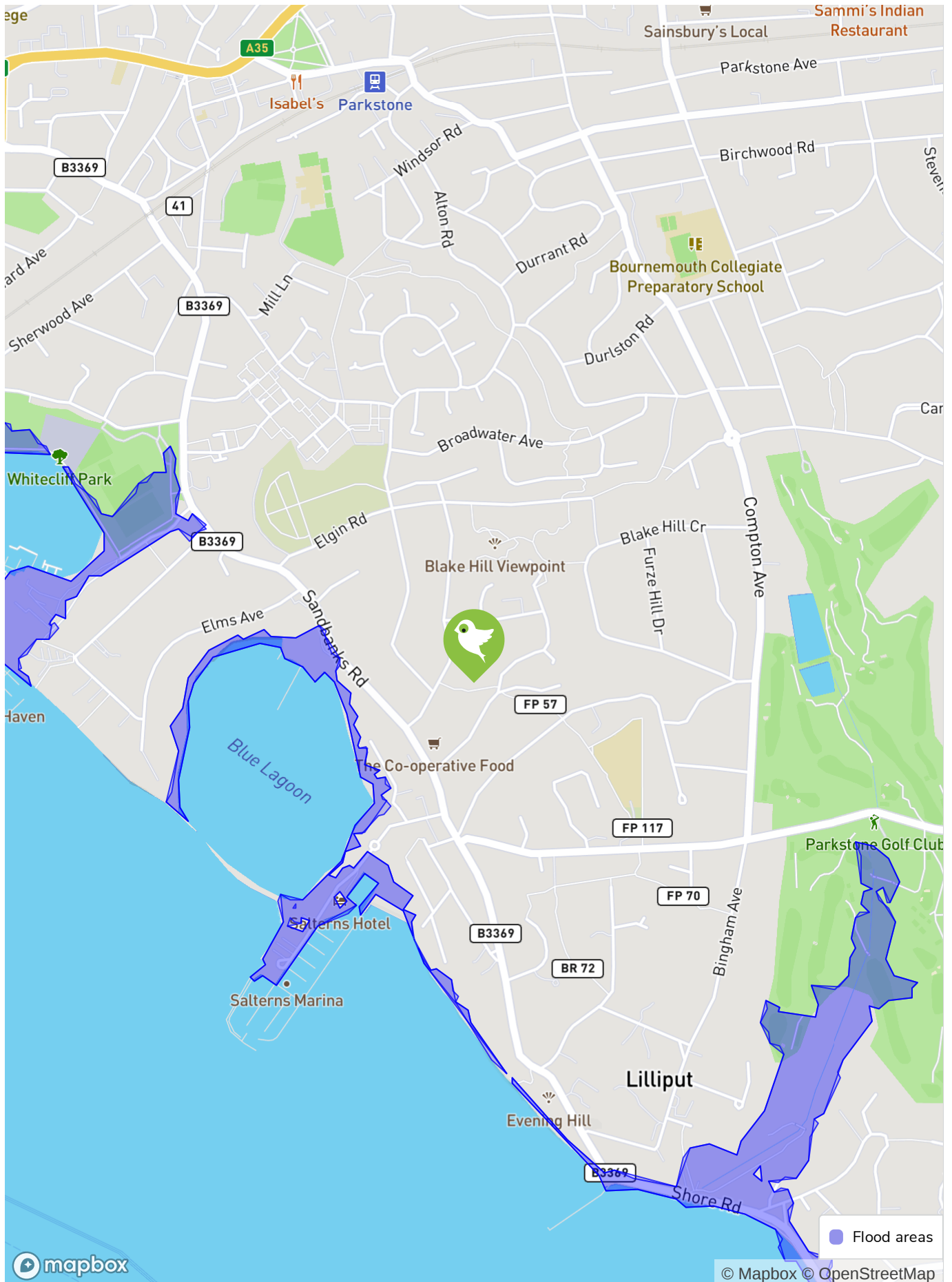
Stamp duty	£22,250.00
Conveyancing and other fees	£1,000.00
<b>Total fees</b>	<b>£23,250.00</b>

**Potential Profit £352,738.00 (37.73% of estimated sale price)**

## IMPORTANT INFORMATION

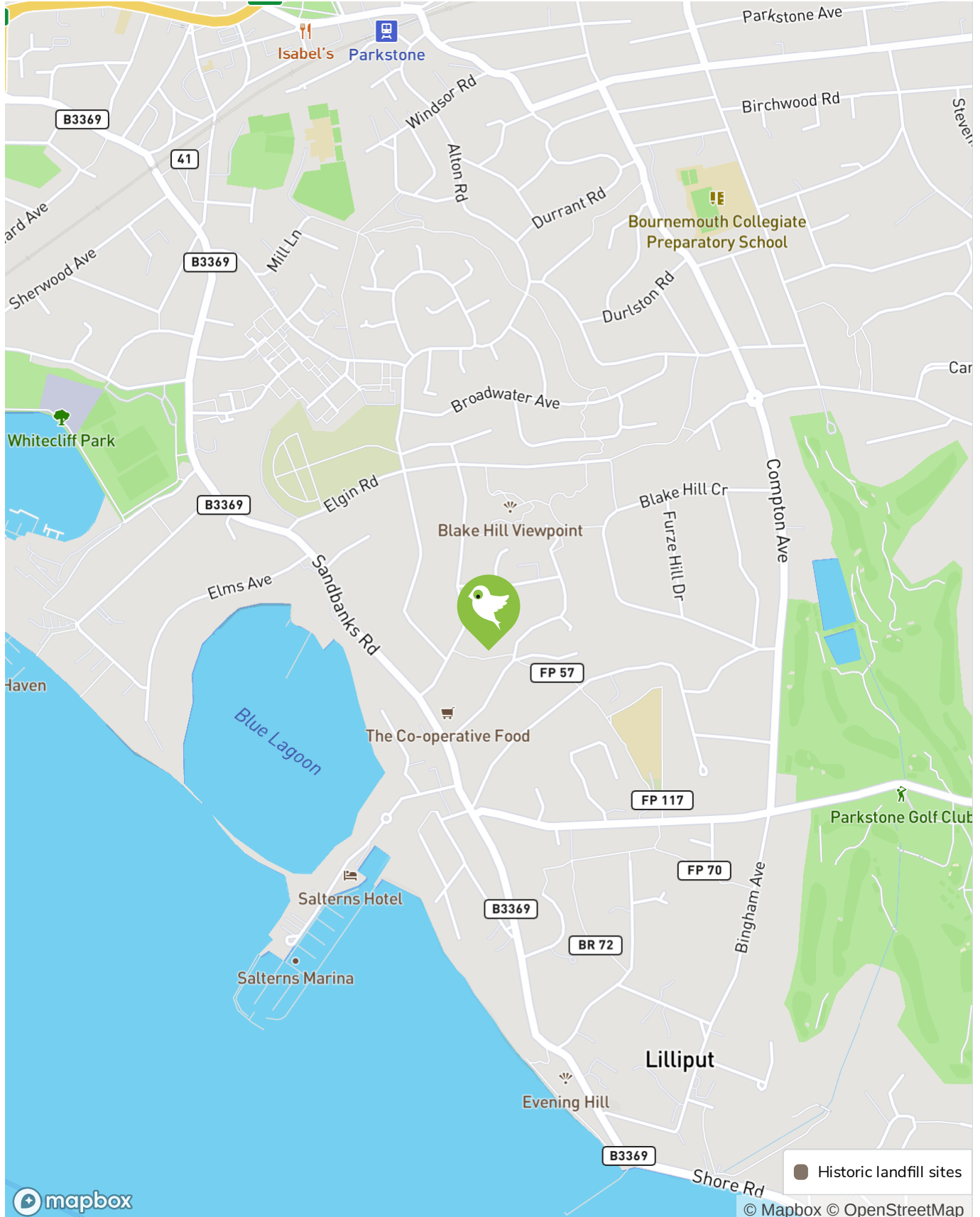
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# Nearby Flood Areas



# Nearby Historic Landfill Sites

There are no historic landfill sites within 1.0km of the plot.



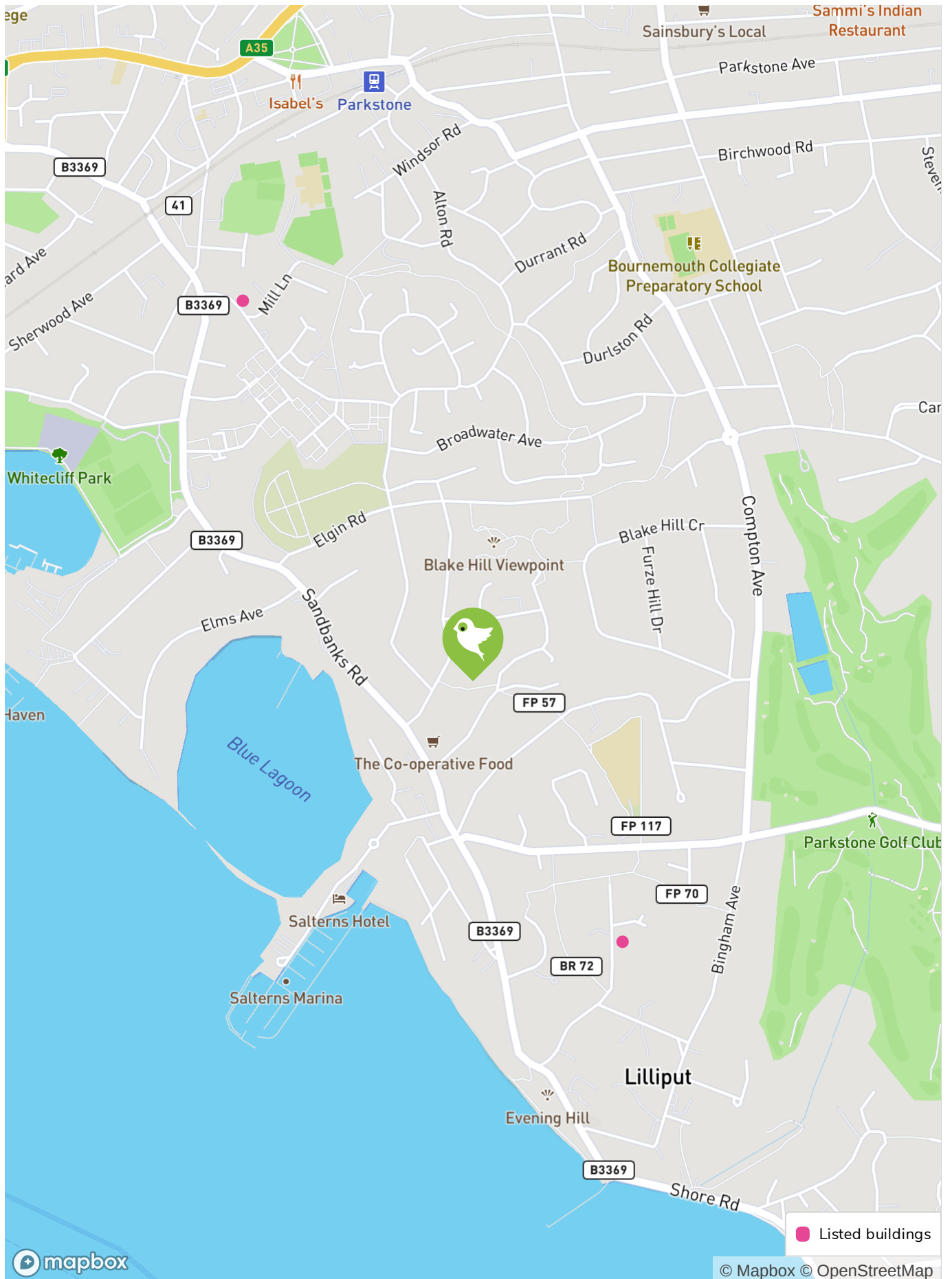


This map shows the area around Parkstone, Dorset. A green bird icon marks the location of Blake Hill Viewpoint, situated near the intersection of Sandbanks Rd and Elms Ave. The map includes several roads, including B3369, A35, and local streets like Windsor Rd, Durrant Rd, and Broadwater Ave. Key landmarks such as Whitecliff Park, Blue Lagoon, and Bournemouth Collegiate Preparatory School are labeled. The map also shows the location of The Co-operative Food and Salterns Hotel. A legend in the bottom right corner indicates that green areas represent SSSIs (Special Scientific Sites).



Map of Parkstone, Dorset, showing the location of Blake Hill Viewpoint. The map includes roads like B3369, A35, and various local streets. Landmarks such as Whitecliff Park, Blue Lagoon, and Bournemouth Collegiate Preparatory School are marked. A green pin with a white bird icon indicates the viewpoint location. The map also shows conservation areas in green and a shopping area with a shopping cart icon.

# Listed Buildings



# Local House Price Index

## summary: November 2020

The average price of a property in Bournemouth Christchurch and Poole was:

**£298,569**

The annual price change for a property in Bournemouth Christchurch and Poole was:

**7.2%**

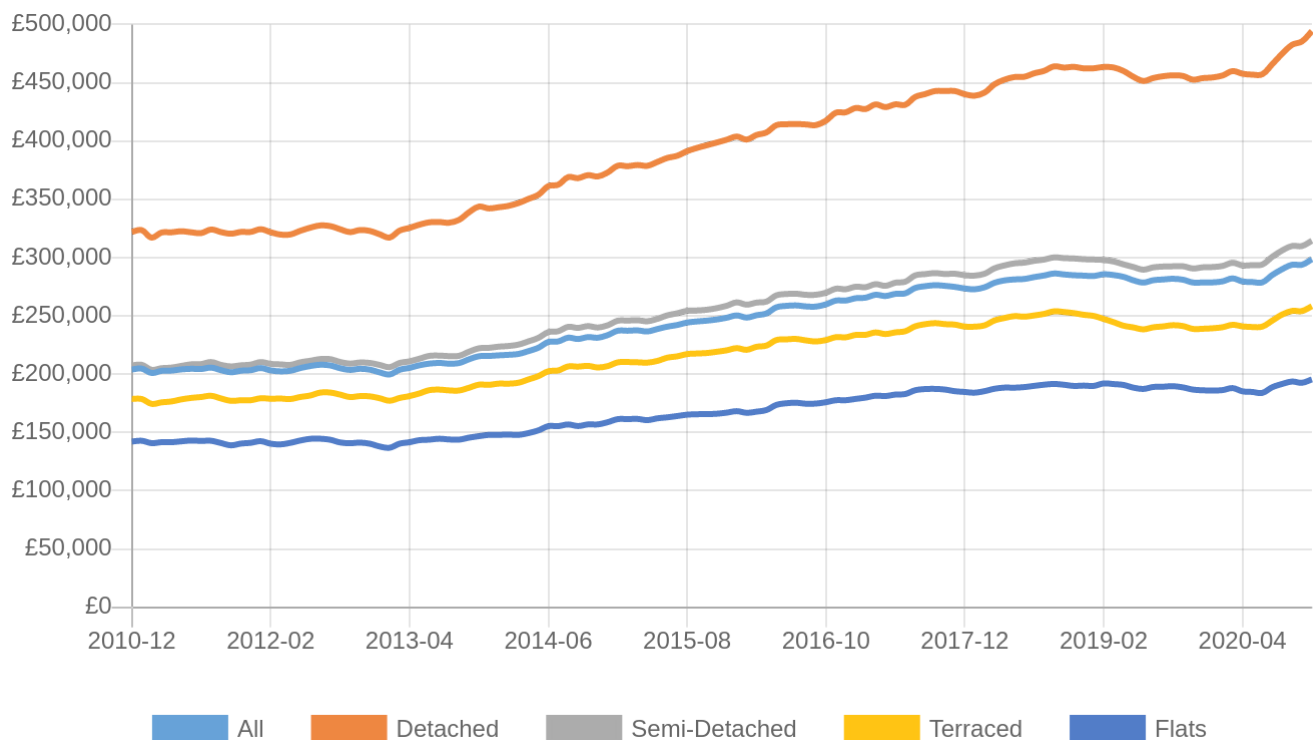
The monthly price change for a property in Bournemouth Christchurch and Poole was:

**1.6%**

The monthly index figure (January 2015 = 100) for Bournemouth Christchurch and Poole was:

**125.9**

10-year average price paid by property type in Bournemouth Christchurch and Poole:



# UK House Price Index

## summary: November 2020

The average price of a property in the UK was:

**£249,633**

The annual price change for a property in the UK was:

**7.6%**

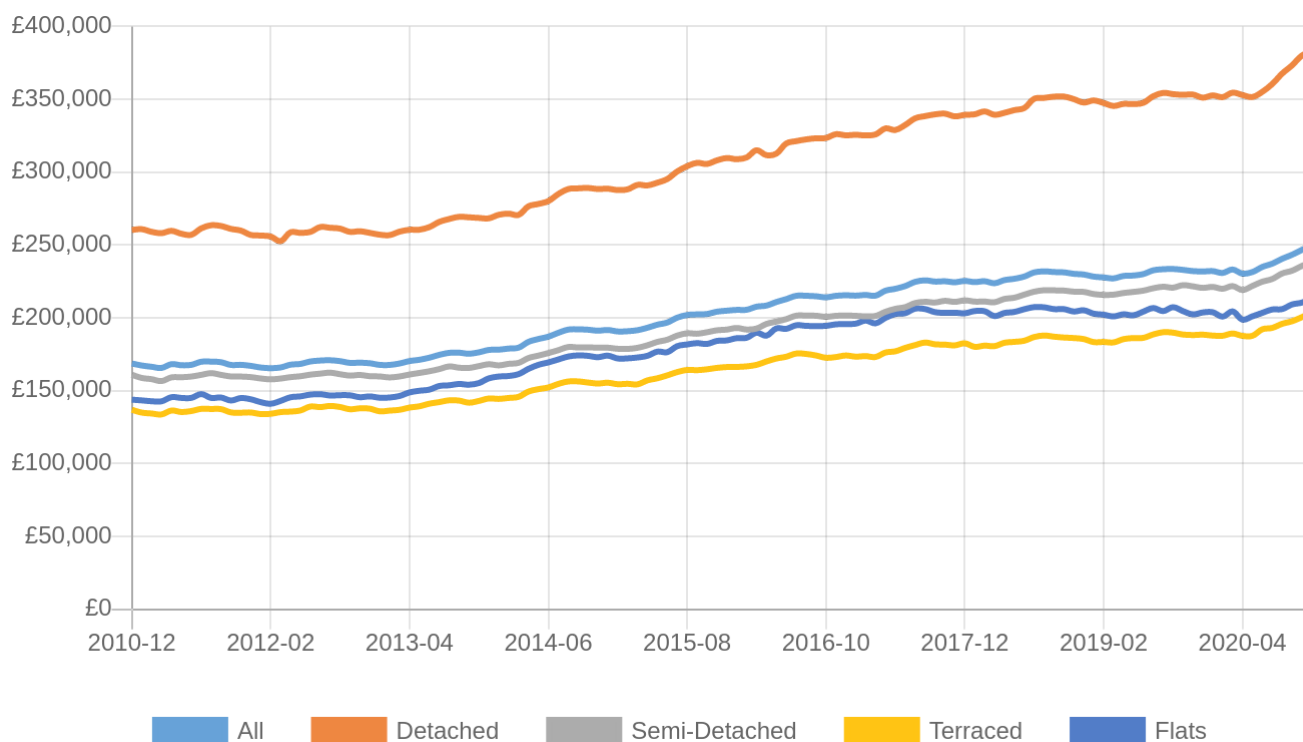
The monthly price change for a property in the UK was:

**1.2%**

The monthly index figure (January 2015 = 100) for the UK was:

**130.9**

10-year average price paid by property type in the UK:



# Local Planning Applications

The applications listed below are the 8 closest to your plot.

## 23 Brownsea View Avenue, Poole, BH14 8LG

Demolish existing single storey rear extension and erect a new flat roof single storey rear extension.

Authority: Poole Council

Distance: 0.1km

Ward: Penn Hill

Agent: Not Available

Reference: APP/19/00734/F

Status: Decided (Grant with Conditions)

Date: 07-06-2019

## 70 Austin Avenue, Poole, BH14 8HE

Extensions at first floor and create second floor within new roof space

Authority: Poole Council

Distance: 0.1km

Ward: Penn Hill

Agent: David Wright Architectural Design

Reference: APP/20/01424/F

Status: Registered

Date: 03-12-2020

## 30 Brownsea View Avenue, Poole, BH14 8LQ

Extensions and alterations to ground and first floor and form new roof to provide 2nd floor accommodation, to include balconies at 1st and and floor level.

Authority: Poole Council

Distance: 0.1km

Ward: Penn Hill

Agent: CAN 11

Reference: APP/20/00149/F

Status: Decided (Grant with Conditions)

Date: 04-02-2020

## 226 Sandbanks Road, Poole, BH14 8HA

Partial demolition at ground floor rear. Extension at first floor rear. Loft conversion and extension. Refurbishment of dwellings elevations.

Authority: Poole Council

Distance: 0.1km

Ward: Penn Hill

Agent: Footprint Architects Ltd

Reference: APP/20/00759/F

Status: Decided (Grant with Conditions)

Date: 13-07-2020

**55 Austin Avenue, Poole, BH14 8HD**

Alterations to recent planning application App/19/00710/F. To include addition of 2no roof dormers and existing dormer with sloping roof. North (Rear) 1st floor elevation reduce door/window combination to french doors and Bi fold on ground floor.

Authority: Poole Council

Distance: 0.1km

Ward: Penn Hill

Agent: Fraser Developments

Reference: APP/20/00152/F

Status: Decided (Grant with Conditions)

Date: 04-02-2020

**222 Sandbanks Road, Poole, BH14 8HA**

Construction of a replacement dwelling with integral garage

Authority: Poole Council

Distance: 0.2km

Ward: Penn Hill

Agent: Ken Parke Planning Consultants

Reference: APP/19/00836/F

Status: Decided (Refuse)

Date: 01-07-2019

**222 Sandbanks Road, Poole, BH14 8HA**

Construction of a replacement dwelling with integral garage.

Authority: Poole Council

Distance: 0.2km

Ward: Penn Hill

Agent: Ken Parke Planning Consultants

Reference: APP/19/01450/F

Status: Decided (Grant Subject TO CIL Contribution)

Date: 22-11-2019

**11 Blake Dene Road, Poole, BH14 8HF**

Erection of a replacement dwelling

Authority: Poole Council

Distance: 0.2km

Ward: Penn Hill

Agent: Pure Town Planning

Reference: APP/20/01281/F

Status: Registered

Date: 06-11-2020

# Local Demographics

## Profile

Proportion with degree: 44.0%

Deprivation: 12.0%

Vehicles per household: 1.4

Health: 51.0%

<b>Social grade</b>	AB: 41.1%	C1: 34.3%	C2: 13.7%	DE: 10.8%
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<b>Age profile</b>	0-4: 5.8%	5-9: 5.4%	10-14: 4.2%	15-19: 3.9%
	20-24: 3.6%	25-29: 4.7%	30-34: 5.5%	35-39: 6.9%
	40-44: 7.5%	45-49: 7.1%	50-54: 6.2%	55-59: 6.0%
	60-64: 7.4%	65-69: 6.8%	70-74: 5.5%	75-79: 5.7%
	80-84: 4.8%	85-89: 3.0%		

## Electoral results

Conservative: 59%

Labour and Co-operative: 21%

Liberal Democrat: 15%

Green: 3%

Independent: 2%

## Commute method

At home: 10.3%

Underground light rail: 0.3%

Train: 2.9%

Bus: 3.4%

Taxi: 0.2%

Motorcycle: 0.8%

Car driver: 65.4%

Car passenger: 3.9%

Bicycle: 4.8%

Foot: 7.2%

Other: 0.8%



# Local Schools

## State schools

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### Lilliput Church of England Infant School

Phase: Primary

Pupils: 355

Distance: 0.6km

Inspection date: 15-06-2009

Inspection result: Outstanding

[View OFSTED report](#)

### Baden-Powell and St Peter's Church of England Junior School

Phase: Primary

Pupils: 730

Distance: 1.1km

Inspection date: 17-12-2014

Inspection result: Good

[View OFSTED report](#)

### Courthill Infant School

Phase: Primary

Pupils: 348

Distance: 1.8km

Inspection date: 01-02-2014

Inspection result: Good

[View OFSTED report](#)

## Independent schools

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### Bournemouth Collegiate Preparatory School

Type: Day

Gender: Co-ed

Ages: 3 - 11

Distance: 1.8km

### Canford School

Type: Boarding

Gender: Co-ed

Ages: 13 - 18

Distance: 1.8km

### Dumpton School

Type: Day

Gender: Co-ed

Ages: 2 - 13

Distance: 1.8km

# Local Crime Statistics

Within a 0.6km radius

## Summary crime statistics

Total crimes in the past 12 months: 175

Crimes per 1,000 population: 64

Total population: 2,731

Crime rating: Very low crime

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## Detailed crime statistics

Violence and sexual offences: 48

Anti-social behaviour: 38

Shoplifting: 24

Burglary: 17

Other theft: 16

Criminal damage and arson: 11

Vehicle crime: 10

Bicycle theft: 3

Drugs: 3

Robbery: 2

Other crime: 2

Possession of weapons: 1

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## Observations

Incidence of Shoplifting is above national average

Incidence of Drugs is below national average

Incidence of Burglary is above national average

# Explainer

The following information is provided to help guide you through the various sections in a Plot Report. You'll also find some helpful tips.

## Plot details

This section provides detailed information relating to the tenure (Freehold or leasehold), ownership (Private or commercial), existing building boundary, the existing building, the boundary of the proposed building plot, and the suggested access point/s to the proposed building plot.

When researching a potential building plot it is important to consider how fire and rescue services will administer their services. For this reason, every plot displayed is scanned for rudimentary information relating to fire and rescue service vehicle access, and tagged with one of following three descriptions;

- 1: 'Fire service access within 65m' - this means the most extreme point of a suggested building plot is equal to, or less than, 65 metres from the highway adjacent to the existing property boundary in which the proposed plot is located.
- 2: 'Review fire service access' - this means the suggested building plot, or part of the suggested building plot, is more than 65 metres from the highway adjacent to the existing property boundary in which the proposed plot is located.
- 3: 'Fire service accessible' means a suggested building plot is located at the rear of an existing property boundary, and has direct access to the highway at the rear of the existing property boundary, and the most extreme point of the suggested building plot is equal to, or less than, 65 metres from the highway.

In addition, this section also confirms details relating to factors that may affect a successful planning application such as outbuildings located on the existing site and/or proposed plot, whether it is a listed building or in close proximity to a listed building, within or close to a flood zone, a historic landfill site, a SSSI, conservation area or national park.

*Tip: To find out the land owners' names, use the Land Registry Title ID information provided and visit [GOV.UK](https://www.gov.uk).*

## Development details

The map and text within Development Details provides the various dimensions and area information relating to the existing land and the proposed plot. Like all measurements provided by Spotaplot, they are from trusted data sources and are accurate.

## Gross Development Value (GDV) Calculation

The purpose of the GDV calculator is to provide you a financial snapshot of a proposed plot and the proposed development that you select to go there. Using this information, you can quickly determine if the project matches your financial means and profit margin.

### How we calculate the estimated value of the proposed new property

The estimated sales value of the property you have added to the report is based on current sales trends for similar properties in the area. A 10% new build premium is added to the sale price because new builds generally command a premium over neighbouring, established dwellings.

*Tip: The 10% premium value can be adjusted manually to meet your requirements. By raising or lowering this value you can adjust the estimated sales value of the property.*

### How we calculate the estimated value of the proposed new property

To determine the estimated land value, we multiply the estimated new property sale price by 30%, which represents a common % value for (a single dwelling on) a single plot of land. Please note, this is a guide % value.

*Tip: If the potential profit in a project falls below your requirement profit criteria, try reducing the land value %. Similarly, if the potential profit is high, and you think by increasing the amount you would pay for the land will increase your chances of convincing the owner to sell, then adjust the % until your margin matches your requirements.*

### How we calculate the estimated build cost of the proposed new property

The estimated build cost is calculated by multiplying the sq m (or feet and inches if you are working in imperial) by the average cost per sq m (or feet and inches if you are working in imperial) for similar dwellings. The following chart shows the average build costs for the UK during 2020, which we use in our calculations.

Residential entities	Range	Averages
One-off detached housing - single storey	£1,770 - £1,970	£1,870
One-off detached housing - 2 storey	£1,950 - £2,170	£2,060
One-off detached housing - 3 storey	£2,100 - £2,340	£2,220

### Additional Costs

Within this section you can add information relating to your personal circumstances. For Stamp Duty Land Tax information please visit <https://www.gov.uk/stamp-duty-land-tax>. Here you will find the latest information relating to SDLT rates. In the Conveyancing and other fees box, you can add any other costs associated with the project.

### Summary

The Summary provides you with an overview of the proposed development, including the potential profit. By adjusting these values, you can explore how to make a development work for you and hit the margins you require. Please note: All values are estimated and are provided as a guide only.

### Nearby Flood Areas

Floods can have a devastating effect on properties. For this reason, we list local flood zones that could affect your proposed development.

## Nearby Historical Landfill Sites

As the demand for land increases, historic landfill sites are being earmarked for development. Most historical landfill sites are capped and closed but this is no guarantee against hazards that may be discovered once building work commences on the site. Two common issues when prepping a landfill site for building work are dealing with gases that emanate from the site and subsidence caused by the land settling as waste decomposes. For these reasons we eliminate land effected by historical land fill sites from our pre-set search criteria, which you can adjust if you choose to.

## Nearby Sites of Specific Scientific Interest (SSSI's)

A Site of Special Scientific Interest (SSSI) is an area of particular interest to science due to various factors such as rare species of fauna or flora, or physiological for geological features. Getting planning permission approved on an SSSI is often problematic. For this reason, we omit SSSI's in our pre-set search criteria, which you can alter if you choose to.

## Nearby Conservation Areas

The purpose of a Conservation Area is to protect and enhance areas of special architectural or historic interest, implement control over new property developments and seek to reduce the loss of existing buildings and the natural environment. In addition to usual planning permission requirements, some permitted development rights are restricted, which means planning permission is often needed for changes that would usually be considered under permitted development.

## Nearby Listed Buildings

Our pre-set search filters remove potential building plots within property boundaries registered as Listed Buildings. Any works to alter, extend or demolish a listed building in a way that affects its character requires listed building consent from the local planning authority, whether planning permission is required or not. For this reason, we omit Listed Buildings in our pre-set search criteria, which you can alter if you choose to. Listed Buildings within the boundaries of the map displayed in the Plot Report are highlighted.

## Local House Price Index Summary

The information listed in this section is compiled using data provided by HM Land Registry and provides local house price sales information within the area where the proposed plot is located.

## UK House Price Index

The information listed in this section is compiled using data provided by HM Land Registry. The information shown provides house sale trends across the UK as a whole.

## Local planning applications

This section of the Plot Report shares the most recent, local planning applications.

## Area Statistics

An important part of reviewing a potential plot is undertaking a review of the area in which the plot is located. The information provided in this section allows you review trends in the area and ascertain if it is suitable for your development requirements.

## Demographics

The information provided in this section allows you to gain an understanding of the social grades within the area where the plot is located such as proportion with a degree, deprivation and health. It also provides information on the last electoral results and the winning political party.

## Local Schools

For families with young children, reviewing local schools plays an important role when deciding if a building plot is located in a favourable location. Use this section to review the amount and type of schools in the area and positive effects this could have on the plot.

## Crime Statistics

Crime statistics provides detailed information on crimes committed in the area and provides an overall crime rating and relevant observations.

# Terms & Conditions

## 1. About us

**1.1. Company details.** Modumos Limited (company number 11831290) (we and us) is a company registered in England and Wales and our registered office and trading address is at 121 South Western Crescent, Poole, Dorset, BH14 8RZ. We trade under the name Spotaplot. Our VAT number is 360 1956 05. We operate the website [www.spotaplot.com](http://www.spotaplot.com).

**1.2. Contacting us.** To contact us, please email [info@spotaplot.com](mailto:info@spotaplot.com) or use the contact details provided on our website.

## 2. Our contract with you

**2.1. Our contract.** These terms and conditions (Terms) apply to the order by you and supply of Services and any digital content by us to you (Contract).

**2.2. Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

**2.2.1.** You are an individual.

**2.2.2.** You are buying services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

The Terms specify where provisions are only applicable to business customers and consumers. Unless specified otherwise, all other Terms apply in all instances.

**2.3. If you are a business customer this is our entire agreement with you.** If you are a business customer the Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract. The Contract applies to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

**2.4. Language.** These Terms and the Contract are made only in the English language.

**2.5. Your copy.** You should print off a copy of these Terms or save them to your computer for future reference.

**2.6. Emails.** When we refer to "in writing" in these Terms, this includes email.

## 3. Placing an order and its acceptance

**3.1. Placing your order.** Please follow the onscreen prompts to place your order. You may only submit an order using the method set out on the site or as otherwise notified to you. Each order is an offer by you to buy the services specified in the order (Services) subject to these Terms.



**3.2. Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

**3.3. Acknowledging receipt of your order.** After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.

**3.4. Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

**3.5. If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

## 4. Our services

**4.1. Descriptions and illustrations.** Any descriptions or illustrations provided are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

**4.2. Reasonable care and skill.** We shall provide the Services to you using reasonable care and skill.

**4.3. Services provide information only.** Although we make reasonable efforts to update the information provided through the Services, we use third party data sources in providing the Services and cannot guarantee that such information is accurate, complete or up to date. The Services and information provided through the Services, including any reports or other digital content, are provided for information only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the Services.

**4.4. Supply of Services.** We will supply the Services to you until the Subscription Term expires or you end the Contract as described in clause 8 or we end the Contract by written notice to you as described in clause 10.

**4.5. Services are provided via the internet.** We do not guarantee that your use of the Services will be uninterrupted or error-free. We are not responsible for any failure of the Services due to failures or downtime of the internet or any of your IT systems.

**4.6. Services in the UK only.** Unfortunately, we are unable to perform the Services in respect of addresses outside the UK. You may place an order for the Services from an address outside the UK, but the order must be for performance of the Services in relation to an address in the UK.

## 5. Subscription and credits

**5.1.** The Contract shall, unless otherwise terminated as provided in clause 8 or 10, commence on the Commencement Date and shall continue for the subscription period specified in the Order Confirmation (**Subscription Term**).

**5.2.** The Charges will cover the Subscription Term to provide access to the Services and, if specified in the Order Confirmation, include a number of credits to be exchanged to receive Services (**Credits**).

**5.3.** The number of Credits to be exchanged to receive Services will be indicated to you in ordering those Services.

**5.4.** You may purchase additional Credits, in which case clause 14 will apply.

**5.5.** All Credits purchased will expire at the end of the Subscription Term if they are not exchanged for Services during the Subscription Term.

## 6. Your obligations

**6.1.** It is your responsibility to ensure that:

**6.1.1.** the terms of your order are complete and accurate;

**6.1.2.** you cooperate with us in all matters relating to the Services;

**6.1.3.** during the Subscription Term, you download any reports, materials or information obtained using the Services and store on your own devices.

**6.2. If you are a consumer.** If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 (**Your Default**) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 10.

**6.3. If you are a business customer.** If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 or you fail to comply with all applicable laws (**Your Default**):

**6.3.1** we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 10;

**6.3.2** we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and

**6.3.3** it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 7. Our rights to make changes

**7.1. Minor changes to the Services.** We may change the Services:

**7.1.1.** to reflect changes in relevant laws and regulatory requirements; and

**7.1.2.** to implement minor technical adjustments and improvements, for example changes in the way data and information is provided to us and how we provide it to you or reports. These changes will not affect your use of the Services.

**7.2. More significant changes to the Services and these Terms.** In addition, as we informed you in the description of the Services on our website or otherwise notified to you, we may make more significant changes to these Terms or the Services, but if we do so we will notify you and you may then contact us to end the Contract before the changes take effect and receive a refund for any Services paid for but not received.

## 8. Your rights to end the contract

**8.1. You can always end your contract with us.** Your rights when you end the Contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the Contract and whether you are a consumer or business customer:

**8.1.1. If what you have bought is faulty or mis-described you may have a legal right to end the Contract** (or a service re-performed or to get some or all of your money back), see clause 12 if you are a consumer and clause 13 if you are a business;

**8.1.2. If you want to end the Contract because of something we have done or have told you we are going to do,** see clause 8.2;

**8.1.3. If you are a consumer and have just changed your mind about the Services,** see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

**8.2. Ending the Contract if you are a consumer because of something we have done or are going to do.** If you are ending a Contract for a reason set out at clauses 8.2.1 to 8.2.5, the Contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

**8.2.1.** we have told you about an upcoming change to the Services or these Terms which you do not agree to (see clause 7.2);

**8.2.2.** we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;

**8.2.3.** there is a risk that supply of the Services may be significantly delayed because of events outside our control;

**8.2.4.** we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or

**8.2.5.** you have a legal right to end the Contract because of something we have done wrong.

**8.3. Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most services bought online you have a legal right to change your mind within 14 days (cooling off period) and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms.

**8.4. When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:

**8.4.1.** digital products after you have started to download or stream these;

**8.4.2.** services, once these have been completed, even if the cancellation period is still running.

**8.5. Cooling off period for consumers.** You have 14 days after the day we email you the Order Confirmation. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

## **9. How to end the contract with us (including if your are a consumer who has changed their mind)**

**9.1. Tell us you want to end the contract.** If you are entitled to end the Contract in accordance with these Terms, to end the Contract with us, please let us know by doing one of the following:

**9.1.1. Email** Email us using the contact details provided on the website. Please provide your name, details of the order and email address.

**9.1.2. Online** Complete the form <https://test.spotaplot.com/feedback> on our website.

**9.1.3. By post** Print off the form <https://test.spotaplot.com/feedback> and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and email address.

**9.2. How we will refund you.** If you are entitled to a refund under these Terms we will refund you the Charges you paid for the Services, by the method you used for payment. However, we may make deductions from the Charges, as described below.

**9.3. When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract taking into account the expired Subscription Term and any Credits used.

**9.4. When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

## 10. Our rights to end the contract

**10.1. We may end the Contract if you break it.** We may end the Contract for the Service at any time by writing to you if:

**10.1.1.** you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

**10.1.2.** you have breached clause 6.

**10.2. You must compensate us if you break the Contract.** If we end the Contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

**10.3. We may withdraw the Services.** We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 14 days in advance of our stopping the supply of the Services and will refund any Charges you have paid in advance for Services which will not be provided.

## 11. If there is a problem with the services

**11.1. How to tell us about problems.** If you have any questions or complaints about the Services, please contact us. You can contact us using the contact information provided on the website.

## 12. Your rights in respect of defects if you are a consumer

**12.1. If you are a consumer we are under a legal duty to supply Services, and digital content if applicable, that are in conformity with this Contract.** Nothing in these terms will affect your legal rights.

**12.2.** The Consumer Rights Act 2015 says that you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

**12.3.** If the Services include digital content, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

**12.3.1.** If your digital content is faulty, you're entitled to a repair or a replacement.

**12.3.2.** If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back

**12.3.3.** If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

## 13. Your rights in respect of defective services if you are a business

13.1. If you are a business customer we warrant that the Services shall:

13.1.1. conform in all material respects with their description;

13.1.2. be provided with reasonable skill and care.

13.2. Subject to clause 13.3, if:

13.2.1. you give us notice in writing within a reasonable time of discovery that the Services do not comply with the warranty set out in clause 13.1;

13.2.2. we are given a reasonable opportunity of examining such Services.

13.3. We will not be liable for the Services failure to comply with the warranty in clause 13.1 if:

13.3.1. the defect arises because you failed to follow our instructions;

13.3.2. you alter the Services, including any reports or information provided via the Services.

13.4. Except as provided in this clause 13, we shall have no liability to you in respect of the Services' failure to comply with the warranty set out in clause 13.1.

## 14. Charges

14.1. In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 14.

14.2. The Charges are the prices quoted during the order process when you submit your order.

14.3. If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.

14.4. We use our best efforts to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 14.6 for what happens if we discover an error in the price of the Services you ordered.

14.5. Our Charges may change from time to time, but changes will not affect any order you have already placed.

14.6. It is always possible that, despite our best efforts, some of the Services may be incorrectly priced. Where the correct price for the Services is less than the price stated during the order process, we will charge the lower amount.

14.7. **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 15. How to pay

**15.1.** Payment of the Charges for the Subscription Term and any additional Credits is in advance.

**15.2.** We will take your:

**15.2.1.** payment for the Subscription Term on the Commencement Date;

**15.2.2.** payment for additional Credits on your request for such Credits in advance of receipt of such Credits.

**15.3.** You can pay for the Services using a debit card or credit card.

**15.4.** You can download invoices from your account on our site.

**15.5.** If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 10, you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 15.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

## 16. Complaints

**16.1.** If a problem arises or you are dissatisfied with the Services, please email our customer service team at [complaints@spotaplot.com](mailto:complaints@spotaplot.com) or using the contact details provided on our website.

## 17. Our rights in the services

**17.1.** Information obtained from the Services, the software used to operate it, the trade marks, logos, copyrights, database rights and other intellectual property used in connection with it are our intellectual property or have been licensed to us. No ownership or license of any such intellectual property rights is granted to you as a result of your use of the Service except as set out in clause 17.2.

**17.2.** We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy any reports or information provided to you via the Services (excluding materials provided by you) for the purpose of receiving and using the Services and such reports and information for your own purposes or, where you are a business, for your own internal business purposes. Subject to clause 21.2, you may not sub-license, assign or otherwise transfer the rights granted in this clause 17.2.

**17.3.** If in using the Services you upload any materials, such as plans or reports, you grant us a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and use those materials solely for the purpose of providing the Services to you.

## 18. How we may use your personal information

**18.1.** We will use any personal information you provide to us to:



**18.1.1.** provide the Services;

**18.1.2.** process your payment for the Services; and

**18.1.3.** inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

**18.2.** We will process your personal information in accordance with our [www.spotaplot.com/privacy](http://www.spotaplot.com/privacy), the terms of which are incorporated into this Contract.

## **19. Our responsibility for loss or damage suffered by you if you are a consumer**

**19.1. We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**19.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services including the right to receive Services which are supplied with reasonable skill and care.

**19.3. When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation.

**19.4. We are not liable for business losses.** If you are a consumer we only supply the Services for to you for domestic and private use. If you use the Services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 20.

## **20. Our responsibility for loss or damage suffered by you if you are a business**

**20.1.** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

**20.1.1.** death or personal injury caused by negligence;

**20.1.2.** fraud or fraudulent misrepresentation; and

**20.1.3.** breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

**20.2.** Subject to clause 20.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

**20.2.1.** loss of profits;

**20.2.2.** loss of sales or business;

**20.2.3.** loss of agreements or contracts;

**20.2.4.** loss of anticipated savings;

**20.2.5.** loss of use or corruption of software, data or information;

**20.2.6.** loss of or damage to goodwill; and

**20.2.7.** any indirect or consequential loss.

**20.3.** Subject to clause 20.1, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control.

**20.4.** Subject to clause 20.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the Charges paid by you.

**20.5.** The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

**20.6.** Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 2 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

**20.7.** This clause 20 will survive termination of the Contract.

## 21. General

**21.1. We may transfer this agreement to someone else.** We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this our on site if this happens.

**21.2. You need our consent to transfer your rights to someone else.** You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

**21.3. Varying the terms of the Contract.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

**21.4. Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

**21.5. Each clause of these Terms operates separately.** Each clause of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining clauses will remain in full force and effect.

**21.6. Nobody else has any rights under this Contract.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

**21.7. Which laws apply to this Contract and where you may bring legal proceedings if you are a consumer.** These Terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

**21.8. Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Centre for Effective Dispute Resolution (CEDR) via their website at [www.cedr.com/](http://www.cedr.com/). CEDR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

**21.9. Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a Contract between us 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 and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.