



## 1. **INTERPRETATION**

1.1 In these terms and conditions:

1.2 ASHES mean human cremated remains

BARROW means a barrow at Mid-England Barrow Ltd, Fenny Compton Road, Farnborough OX17 1FA

CHARGES mean the fee stated on the niche agreement, payable in full prior to use of the niche

MID-ENGLAND BARROW LTD is a company registered in England and Wales with company registration number 11205386 with its registered office at Suite 1, The Stables, 6 Church Street, St Neots, PE19 2BU and means the site owner and shall be deemed to include their successors in title

NICHE means the individual designated space within the barrow which is rented under contract by the niche owner

NICHE AGREEMENT means the agreement between Mid-England Barrow Ltd and the niche owner, which is attached to these terms and conditions

NICHE COVER means the unique front which seals the urn into the niche

NICHE OWNER means the person signing the niche agreement, forming a contract between the two parties. The Niche Owner, owns the niche for a specified period of time, as stated in the niche agreement.

NICHE NUMBER means the identifying number allocated to each niche by Mid-England Barrow Ltd

OUR SERVICE / SERVICES mean the provision of a niche to the niche owner by Mid-England Barrow Ltd

PERIOD means the duration of the urn storage selected by the niche owner stated in the niche agreement

SITE means the barrow and area of land fenced around it

SITE RULES mean the rules attached to these terms and conditions

URN / CONTAINER means the items used to hold the ashes in the niche

## 2. **THESE TERMS**

2.1 **What these terms cover.** These are the terms and conditions on which services are provided for the short- and long-term storage of human cremated remains within a Niche at Mid-England Barrow Ltd.

2.2 **Why you should read them.** Please read these terms carefully before you sign the Niche Agreement. These terms tell you who we are, how we will provide our Services to you, how you and we may change or end the contract, what to do if there is a problem, plus other important information.

## 3. **THE SERVICES**

3.1 The Services allow Niche Owners to place a container holding the cremated remains of deceased person(s) into a Niche at Mid-England Barrow Ltd, Fenny Compton Road, Farnborough OX17 1FA.

## 4. **INFORMATION ABOUT US AND HOW TO CONTACT US**

4.1 **Who we are?** The site is operated and owned by Mid-England Barrow Ltd.

4.2 **How to contact us.** You can contact us: Telephone: 07791807970, Postal address: Blackberry Barn, Claydon Lane, Farnborough OX17 1FA, or email: info@mid-englandbarrow.co.uk

4.3 **How we may contact you.** If we contact you, we will do so by telephone or in writing using the details you provided to us in your niche agreement. (N.B. 'Writing' includes emails.) It is the niche owner's or their next of kin's responsibility to ensure contact details held by Mid-England Barrow Ltd remain up to date.

## 5. **FORMING A CONTRACT**

5.1 **The legal documentation.** The legal arrangements for the provision of Services are set out in the following two documents:

- (a) a separate formal written niche agreement between you, as Niche Owner, and us, Mid-England Barrow Ltd, under which you will be granted the right to use and access a Niche for a defined period and
- (b) these terms and conditions, including the Site Rules, which appear in the Schedule at the end of these terms.

5.2 **How you make a contract.** If you wish to use the Services you will be required to sign a Niche Agreement and pay the required charges by cheque or bank transfer prior to the placement of ashes / use of the niche.

5.3 When you have signed the Niche Agreement and returned it to us you accept that a contract will come into existence once it has been signed by Mid-England Barrow Ltd. The Services will be provided subject to both the Niche Agreement and to these terms.

## 6. **YOUR RIGHTS TO MAKE CHANGES**

Once the Niche Agreement has been signed it will not be possible to make any changes without the agreement of Mid-England Barrow Ltd. If you wish to make a change, please contact us. We will let you know if the change is possible. If so, we will let you know about any adjustment to the price, any fee for making the change, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, the provisions of the original Niche Agreement will remain binding.

## 7. **OUR RIGHTS TO MAKE CHANGES**

7.1 We may change our Services:

- (a) to reflect changes in relevant laws and regulatory requirements and codes of practice; and
- (b) to implement technical adjustments and improvements, for example to our Site Rules. These changes will not materially affect your use of the Services.

## 8. **PROVIDING THE SERVICES**

8.1 **When we will provide the Services.** The Services will be provided for the duration of the Niche Agreement or until you end the contract or we end the contract by written notice to you.

8.2 **We are not responsible for delays outside our control.** If the supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know. We will take steps to minimise the effect of the delay. Provided we do this we will not be liable for any issues caused by the delay.

8.3 **What will happen if you do not give the required information to us?** We will not be responsible for a failure to supply any part of the Services if this is caused by you failing to fully complete the Niche Agreement, or by giving us inaccurate information in the Niche Agreement, or by failing to keep the information we hold up to date (or failing to provide the information needed within a reasonable time of us asking for it).

8.4 **We may also suspend the supply of the Services if you do not pay.** If you do not pay us for the Services when you are supposed to and you still do not make payment within 14 days of us reminding you that payment is due, we may terminate the Niche Agreement. We will make reasonable endeavours to contact you using the contact details you provided, to advise you we are terminating the agreement, and the reason for this. Fourteen days after the date of this attempt to contact, we will respectfully place the ashes within the barrow site and retain a record of the area in which they are placed.

## 9. **YOUR RIGHTS TO END THE CONTRACT**

9.1 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out below the contract will end immediately. The reasons are:

- (a) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- (b) you have a legal right to end the contract because of something we have done wrong;
- (c) you have the legal right to end the contract because of provisions in the Niche Agreement.

9.2 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** Where you are a consumer, or where you have applied for our Services online or away from our trade premises, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail below.

9.3 **How long do I have to change my mind?** You have 14 days after the day that the Niche Agreement has been signed by both parties to change your mind.

9.4 **How we will refund you.** Where we are required to refund you, we will do so using bank transfer. However, we may make deductions from the amount. Deductions may include charges to cover costs incurred by us, for example, making of the niche cover, fitting of the niche cover and any other reasonable costs.

9.5 **When your refund will be made.** We will make any refund due to you as soon as possible. If you are 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 provided you have supplied us with your bank details.

## 10. RIGHTS TO END THE CONTRACT BY MID-ENGLAND BARROW LTD

10.1 **We may end the contract if you breach it.** We may end the Niche Agreement at any time by writing to you if

- (a) you do not make a payment when it is due despite reminder correspondence.
- (b) you do not comply with the Niche Agreement;
- (c) you do not comply with these Terms and Conditions and the Site Rules.

Every endeavour will be made to make contact with the niche owner, however if efforts fail and the contract has been terminated, we reserve the right to remove the ashes from the niche, and respectfully place them within the barrow site, making a record of the area for future reference.

10.2 **You must compensate us if you breach the contract.** If we end the contract you will not be refunded any Charges you have paid for the Services, and we shall be entitled to charge an administration fee. In addition, you shall be responsible for the costs of removing the Urn(s) and Niche Cover from the Niche. An administration fee of £75 will also be charged, which may be amended at the discretion of Mid-England Barrow Ltd.

10.3 **We may end the contract if the Barrow is no longer available.** We may also end the Niche Agreement at any time by written notice to you if the Barrow is no longer available due to circumstances beyond our control.

## 11. IF THERE IS A PROBLEM WITH THE SERVICES

**How to tell us about problems.** If you have any questions or complaints about the services, in the first instance please contact us on 07791807970, at Blackberry Barn, Claydon Lane, Farnborough OX17 1FA, or [info@mid-englandbarrow.co.uk](mailto:info@mid-englandbarrow.co.uk).

11.2 **Summary of your legal rights.** We are under a legal duty to supply Services that are in conformity with the contract.

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

**Where you are receiving services**, the Consumer Rights Act 2015 says:

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.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

## 12. PRICE AND PAYMENT

12.1 **Where to find the price for the Services.** The charges of the Services will be the price detailed in the Niche Agreement.

12.2 **When you must pay and how you must pay.** We accept payment by cheque, or bank transfer. You must pay a deposit when submitting a signed niche agreement, and payment in full under the terms of that Niche Agreement within 30 days of the date of the invoice and prior to ashes being placed.

12.3 **We can charge interest if you pay late.** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.4 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue if the error was our responsibility.

## 13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms and the Niche Agreement, we are responsible (on a joint and several basis) for loss or damage you suffer that is a foreseeable result of

our breaking the 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 before signing the Niche Agreement and it was documented.

- 13.2 **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; or for breach of your legal rights in relation to the Services.
- 13.3 **We shall not be liable to you** or any other party for any loss, damages, costs, expenses or other claims in relation to any Niche or niche cover or any of your articles or personal effects at the Mid-England Barrow unless caused by our negligence or wilful misconduct. We recommend that items within the niche are insured by you if necessary. We shall not be liable if the niche, niche cover, ashes, urn or any articles are lost or become damaged during a visit to the barrow.
- 13.4 **We are not liable for business losses.** We only supply our Services for private use. You may not use the Services for any commercial, business or re-sale purpose and we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.5 **How we will use your personal information.** (See personal information policy) We will use the personal information you provide to us in accordance with the Data Protection Act 2018 and the General Data Protection Regulations:
- (a) to supply the Services to you;
  - (b) to process your payment for the Services; and
  - (c) if you agreed to this prior to signing the Niche Agreement, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us.
  - (d) The information you supply will be held securely, accurately and up to date.
  - (e) It will not be shared with any third party other than where the law requires or allows us to do so.
  - (f) You can request at any time to see any information we hold on you, and correct anything which is incorrect.
  - (g) You can request that the information is deleted or that it is not used for certain purposes.

#### 14. **OTHER IMPORTANT TERMS**

- 14.1 **We may transfer this agreement to someone else (for example if we sell the business).** We may transfer our rights and obligations under these terms to each other or to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

- 14.2 **You cannot transfer your rights to someone else.** You may not transfer your rights or your obligations under these terms to another person.
- 14.3 **Nobody else has any rights under these terms.** The contract is between you, the Niche Owner, and us, Mid-England Barrow Ltd, (or our assigns). No other person shall have any rights to enforce any of its terms.
- 14.4 **If a court finds part of these terms illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 **If we delay in enforcing these terms or the Niche Agreement, we can enforce them later.** If we do not insist immediately that you do anything you are required to do under these terms or the Niche Agreement, 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.
- 14.6 **Which laws apply to the contract and where you may bring legal proceedings.** These Terms and Conditions and the Niche Agreement 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.
- 14.7 **Termination of Access / Force Majeure.**

In the very unlikely event that the Barrow becomes inaccessible, for example, in the event of Force Majeure, the barrow and surrounding area will be made safe and sealed, unless the damage is deemed repairable without risk to the ashes already placed. Niche owners will be notified at the earliest opportunity, and access to the Barrow will cease.

## Site Rules

These Site Rules are effective from 26.2.19.

1. **DEFINITIONS.** The definitions used in these Site Rules should be read in conjunction with the definitions in the Niche Agreement, but such definitions are summarised in simple form in the following paragraphs.
2. **INTRODUCTION.** Niche Owners are permitted under the Niche Agreement to place a container holding the cremated remains of deceased person(s) in a Niche in the Barrow. The Site is owned and managed by Mid-England Barrow Ltd. The Niche Agreement with Mid-England Barrow Ltd lasts for a specified duration called the Period.
3. **TYPES OF NICHE.** Niches are termed Standard, or Large / Family'. Standard niches may hold up to four urns, and a large / family niche up to 5 urns for a set and agreed period of time.
4. **SITE RULES PREVAIL.** These Site Rules apply to all Niche Owners, regardless of any terms which any Niche Owners may seek to impose.
5. **CHANGING THE SITE RULES.** Mid-England Barrow Ltd reserves the right to vary these Site Rules at any time by written notice to a Niche Owner, provided that such changes will not materially prejudice the Niche Owner's use of the Niche.
6. **NO EXCLUSIVE RIGHTS.** The Niche Agreement does not create any right of exclusive occupation nor any interest in land for the Niche Owner at the site.
7. **CHANGES TO THE SITE.** Mid-England Barrow Ltd has absolute discretion in relation to the landscaping, layout, design and to any alterations or building from time to time at the site and of all Niches within the Barrow, and may develop, move or extend any part of the site (or vary the access to it or the Barrow) at any time as we may think fit. If considered necessary, niche owners will be advised individually or via the website.
8. **CONDUCT OF EVENTS.** If the Niche Owner wishes to carry out any ceremony, activity or other event at the site at any time, including in relation to placing of ashes, the Niche Owner shall be required to seek Mid-England Barrow Ltd.'s prior consent by giving reasonable prior written notice (and in any event not less than 14 days prior to the proposed Event), giving details, including timing and approximate number of attendees at the Event. Mid-England Barrow Ltd may impose conditions on the Event, including (but not by way of limitation) a charge (e.g. for the opening of the Barrow and associated management of the Event). Provision of food can be made by Mid-England Barrow Ltd, but niche owners may not bring their own food for such events.
9. **CONTROL OF THE SITE.** Mid-England Barrow Ltd shall have full control over all placements of Urns carried out at the site and may in its absolute discretion decline to permit access to the site to any person. In particular Mid-England Barrow Ltd may close the site and the Barrow during private placements of Urns.



10. **ACCESS TO THE SITE.** Access to the site and exterior of the Barrow will be permitted between 10am and 4pm each day, including weekends via a remotely operated gate. The site and the Barrow may be closed for maintenance from time to time or in the event of emergency or other circumstances beyond Mid-England Barrow Ltd.'s reasonable control, and as contemplated by paragraph 9 above. Visitors are asked to use the car park inside the site gate. There is no provision for parking on the road or in the gateway as access is required at all times by other landowners.
11. **ACCESS TO THE BARROW.** Access for niches owners and their families is allowed between 10am and 4pm provided a private placement service or maintenance is not taking place. Niche owners will be given the barrow gate security code once the niche agreement has been signed and payment received. Niche owners are asked not to share the gate access details with anyone. Visitors will be given access to the site by pressing the call button situated to the side of the electric gate at the entrance to the site. Such visits may be accompanied by a representative from Mid-England Barrow Ltd. Please contact us to ensure the Barrow is not closed for a private placement or maintenance prior to travelling to the site.
12. **CHARGES.** Charges are payable by the Niche Owner within 30 days of Mid-England Barrow Ltd.'s invoice, unless the invoice from the Mid-England Barrow Ltd expressly specifies otherwise.
13. **NICHE COVERS.** Each Niche shall bear a secure cover, paid for by the niche owner sourced via Mid-England Barrow Ltd. Such covers may be personalised by the Niche Owner, however Mid-England Barrow Ltd reserves the right to agree to the design of the cover intended. Niche covers will be installed by Mid-England Barrow Ltd. The niche covers will be given to the niche owner or next of kin at the end of the contracted period.
14. **ACCESS TO NICHES.** Niches may only be opened with the permission of Mid-England Barrow Ltd, and where niche covers are designed to be opened. Fixed niche covers may not be removed by anyone other than Mid-England Barrow Ltd.
15. **DECORATIONS.** No headstone, stone cover (other than as permitted in paragraph 13 above) or other stone, vase, ornament, Urn markers, name plaques, decorations, wind chimes, jewellery, valuable items or any other structure or article shall be placed upon or around any Niche or within or outside the Barrow or on the site at any time. The Niche Owner agrees and acknowledges that Mid-England Barrow Ltd reserves the right to remove, without warning, any items. If Mid-England Barrow Ltd can identify the owner of the item, they will be contacted and offered the opportunity to collect it.
16. **FLORAL TRIBUTES.** No bulbs, plants or flowers (save as permitted in this paragraph) or any other form of wreath or foliage (real or artificial) shall be planted, placed or retained on or within any Niche or any part of the Site at any time without the prior written approval of the Mid-England Barrow Ltd. The Niche Owner agrees and acknowledges that the Mid-England Barrow Ltd reserves right to remove, without warning, any such items which it deems inappropriate.

17. URNS. Containers for ashes may be sourced via Mid-England Barrow Ltd with the design and material chosen by the niche owner. It is the responsibility of the niche owner to ensure the urns selected will fit within the chosen niche.
18. PLACEMENT AND REMOVAL OF URNS. The Niche Owner shall be responsible for the cost of the placing of each Urn into the Niche, and the removal and replacement of the cover on each occasion, which shall be at a time agreed in advance with the Mid-England Barrow Ltd. The Niche Owner will give written instructions to Mid-England Barrow Ltd not less than three (3) months prior to the end of the Period as to what should happen to the Urn and contents at the end of the Period, and in the absence of any such instructions at the end of the Period the Urn may, at the sole discretion of the Mid-England Barrow Ltd be removed from the Niche and the ashes placed within the site of the Barrow. The area in which the ashes are placed will be documented. The urn and niche cover will be disposed of by Mid-England Barrow Ltd. If the Niche Owner wishes to remove the Urn(s) before the end of the Period, and surrender the Niche, the Niche Owner may do so by giving at least three months' written notice to Mid-England Barrow Ltd. The Niche may then be reused by Mid-England Barrow Ltd.
19. RESPECTING THE SITE. The Niche Owner (and any person visiting the site with the Niche Owner's express or implied authority) shall respect the integrity of the site and the adjoining land (which is private land and where no rights are granted save as provided in the Niche Agreement) and the rights of access, and the privacy of others visiting the site and shall not act in a manner which causes or may cause loss, nuisance or inconvenience to Mid-England Barrow Ltd, other Niche Owners, visitors to the site or any landowners. The Niche Owner (and any person visiting the site with the Niche Owner's express or implied authority) shall remain within the boundaries of the site. All litter must be removed by the niche owners.
20. DOGS. Mid-England Barrow Ltd does not accept dogs visiting unless strictly by prior agreement. Such agreement may be retracted at any time.
21. ACCESS AND PARKING. Vehicular access is only permitted to the parking area and is by arrangement with Mid-England Barrow Ltd. Cars may not be parked on the road, verges, or in the gateway. Permission can be withheld at Mid-England Barrow Ltd.'s entire discretion. Access to the Barrow is by foot from the car park.
22. CLIMBING THE BARROW. The Niche Owner, nor any visitor shall not climb the mound forming part of the Barrow or to place any item on it.
23. SMOKING. Smoking or the use of E-cigarettes is NOT permitted anywhere on the Barrow site.
24. MID-ENGLAND BARROW LTD'S DISCRETION. The Niche Owner acknowledges that the Site is in the exclusive management of Mid-England Barrow Ltd and that Mid-England Barrow Ltd shall have absolute discretion in permitting access to the site by any person at any time.

25. MAINTENANCE OF REGISTER. Mid-England Barrow Ltd shall maintain a register of 'placement' of the Urns, and their locations within each Niche, which shall be open for inspection by the Niche Owner upon reasonable notice being given in writing.
26. IDENTIFYING NICHEs. Mid-England Barrow Ltd shall maintain a record of the Niche number allocated to the Niche Owner.
27. CONTACT DETAILS. The Niche Owner shall keep Mid-England Barrow Ltd updated with all relevant contact details (including alternative/secondary contact details). All contact and other details given to Mid-England Barrow Ltd must be up to date and accurate and Mid-England Barrow Ltd shall not be liable for any issues arising through the Niche Owner's failure to comply with this paragraph.
28. LIABILITY FOR ITEMS AT THE SITE. Mid-England Barrow Ltd shall not be responsible for loss or damage of any personal effects, including vehicles whilst on the site.
29. DAMAGE TO BARROW. If the Barrow is damaged (to the extent that it can no longer be operated or accessed) then the Niche Agreement shall be terminated. Mid-England Barrow Ltd shall secure the area of the Barrow and preserve the same as a memorial area for the remainder of the intended period of the Niche Agreement.
30. PROOF OF IDENTITY. If Mid-England Barrow Ltd are contacted by the Niche Owner, or anyone purporting to be the next of kin, or heirs or successors in title of the Niche Owner, such persons shall be responsible for establishing at their cost (to our reasonable satisfaction) their identity, and their relationship to the Niche Owner.
31. BREACH OF THE SITE RULES. In the event that the Niche Owner (or any person visiting the site with the Niche Owner's express or implied authority) breaches any of these Site Rules, Mid-England Barrow Ltd reserves the right to remove any Urns from the Niche and return them to the Niche Owner (or as directed by them) at the Niche Owners cost (or otherwise dispose of the Urn(s) and the ashes) and to terminate the Niche Agreement.

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