

TERMS OF BUSINESS

Hillview Funeral Services
Scotland
Effective Date: 01/09/2026

1. About These Terms

These Terms of Business set out the terms on which Hillview Funeral Services LTD ("we", "us", "our") provide funeral directing, funeral-related and monumental services to consumers, businesses and other organisations ("you", "your", "customer").

By instructing us to provide services, you agree to these Terms of Business together with any written quotation, estimate, arrangement form or other service-specific terms provided to you.

Where there is a conflict between these Terms and a specific written agreement signed by both parties, the specific written agreement will take precedence.

2. Our Services

We may provide a range of services including, but not limited to:

- Funeral arrangements and funeral directing services.
- Collection and transportation of the deceased.
- Care and preparation of the deceased, where applicable.
- Coffins, caskets and other funeral products.
- Hearse, limousine and other transportation.
- Cremation and burial arrangements.
- Liaison with crematoria, cemeteries, churches, celebrants and other relevant organisations.
- Funeral notices, orders of service and related stationery.
- Floral arrangements and other funeral-related products where arranged.
- Other associated services agreed with the customer.

The precise services to be provided will be confirmed in the relevant quotation, estimate, funeral arrangement, order or other written agreement.

3. Quotations and Estimates

We will provide a quotation or estimate where appropriate.

A quotation will normally specify the services and products included and the applicable charges. Unless otherwise stated, quotations are based on the information available to us at the time they are prepared.

Additional charges may arise where you request additional services or where circumstances outside our reasonable control result in additional costs.

Where additional work or expenditure is required, we will endeavour to notify you as soon as reasonably practicable.

4. Prices and Additional Charges

Our prices will be confirmed in the quotation or other documentation provided to you.

Charges may include our professional fees, third-party charges, disbursements, products, transportation and other agreed expenses.

Third-party charges, including charges imposed by crematoria, cemeteries, churches, celebrants or other organisations, may be subject to change and may be passed on to the customer.

Unless expressly stated otherwise, prices will include VAT where applicable.

5. Payment Terms

Unless otherwise agreed in writing, our invoices are payable within 21 days of the invoice date.

We reserve the right to request payment or a deposit before commencing certain services, particularly where third-party costs or bespoke products are involved.

For business customers, invoices should be paid within the agreed credit period. If payment is not made when due, we may suspend further services until the account is brought up to date.

Nothing in these Terms affects any statutory rights you may have regarding payment disputes or consumer protection.

6. Late Payment

Where payment is overdue, we may contact you to request payment and may take reasonable steps to recover outstanding sums.

For business-to-business transactions, we reserve the right to seek interest and compensation where permitted by applicable law, including under the Late Payment of Commercial Debts legislation.

For consumer customers, we will only apply additional charges where these are lawful, reasonable and properly notified.

7. Cancellation

You may request cancellation of a service by contacting us as soon as possible.

Unless different cancellation rights apply by law or have been agreed in writing, our standard cancellation period is 48 hours.

Where cancellation occurs within 48 hours of the agreed service or after work has commenced, we may charge for services already provided, products ordered or prepared specifically for you, and reasonable third-party costs that we cannot recover.

Any cancellation charges will be explained to you and will not exceed what we are legally entitled to recover.

Nothing in this clause removes or restricts any cancellation or other rights that a consumer has under applicable Scottish or UK consumer legislation.

8. Funeral Arrangements

Funeral arrangements may involve third parties, including crematoria, cemeteries, churches, celebrants, florists, musicians, printers and other suppliers.

We will make reasonable efforts to arrange services in accordance with your instructions. However, third-party services may be subject to availability, changes, delays or requirements outside our control.

Where a third party changes its charges after our quotation has been issued, the additional cost may be payable by the customer where applicable.

9. Bespoke Products

Certain funeral and monumetal products may be made or ordered specifically for the customer.

Where a product is bespoke or personalised, it may not be possible to cancel or return it once production has commenced, except where required by law or where the product is faulty or does not conform to the contract.

We will discuss significant bespoke orders with you before proceeding.

10. Customer Responsibilities

You agree to provide accurate information and instructions to us.

For funeral arrangements, you should notify us of any relevant information that may affect the arrangements, including known wishes, religious or cultural requirements, cemetery or crematorium requirements, and relevant documentation.

11. Standards of Service

We will provide our services with reasonable care and skill and in accordance with applicable legal and regulatory requirements.

We will endeavour to carry out services on the agreed date and time. Funeral arrangements can, however, depend upon third parties and circumstances outside our reasonable control.

12. Complaints

We take complaints seriously and will endeavour to resolve any concern promptly and fairly.

If you are dissatisfied with any aspect of our service, please contact us:

Hillview Funeral Services Limited

Address: 111 Main Street, Sauchie, FK10 3JX

Telephone: 01259 219500

Email: mail@hillviewfuneralservices.co.uk

We ask that complaints are made as soon as reasonably practicable so that we can investigate the matter properly.

Nothing in this clause prevents a consumer from exercising any statutory rights or using any applicable independent complaints or dispute-resolution process.

13. Liability

Nothing in these Terms excludes or limits liability where doing so would be unlawful.

In particular, nothing in these Terms limits liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot legally be excluded or limited.

Subject to the above, we will not be responsible for losses caused by circumstances outside our reasonable control.

For business customers, to the extent permitted by law, we will not be liable for indirect or consequential losses, loss of profit, loss of business or loss of opportunity.

These limitations do not affect rights that cannot legally be excluded.

14. Events Outside Our Control

We will not be liable for delay or failure to perform our obligations where this results from circumstances beyond our reasonable control.

Such circumstances may include severe weather, natural disasters, industrial action, transport disruption, public authority restrictions, failures by third-party suppliers, or other events that could not reasonably have been anticipated or prevented.

We will take reasonable steps to minimise the effect of such circumstances and will keep customers informed where reasonably possible.

15. Personal Information and Data Protection

We will collect and process personal information in accordance with applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018.

Personal information will be used where necessary to provide our services, administer arrangements, communicate with customers, process payments and comply with our legal obligations.

Further information about how we process personal information may be set out in our Privacy Notice.

16. Confidentiality

We will treat information supplied to us in connection with our services with appropriate confidentiality, except where disclosure is required by law, necessary to provide the agreed services, or authorised by the customer. Business customers should identify any genuinely confidential information where appropriate.

17. Third-Party Services

We may use third-party suppliers to provide certain services or products.

We will take reasonable care when selecting and dealing with suppliers but cannot guarantee the performance of third parties where matters are outside our reasonable control.

Where we arrange a third-party service on your behalf, the third party's own terms may also apply.

18. Ownership and Risk

Where goods or products are supplied, ownership will pass to the customer once payment has been received in full, unless otherwise agreed or required by law.

Risk in goods will pass in accordance with applicable law and the circumstances of delivery or installation.

19. Business Customers

Where the customer is a business or other organisation, these Terms apply in addition to any specific commercial terms agreed between the parties.

Business customers must ensure that individuals placing orders on their behalf have appropriate authority to do so.

Unless otherwise agreed, business customers remain responsible for payment of invoices issued to them, regardless of any internal arrangements between the business and its own customers, employees or clients.

20. Consumer Rights

Nothing in these Terms is intended to remove, restrict or reduce any rights or protections that consumers have under applicable UK or Scottish law.

Where consumer legislation gives you rights that are more favourable than these Terms, those statutory rights will apply.

21. Changes to These Terms

We may update these Terms of Business from time to time.

The version applicable to your order or arrangement will normally be the version in force when you instruct us, unless a later change is required by law or agreed with you.

22. Termination

We may terminate or suspend an ongoing service where there is a serious breach of these Terms, including non-payment, subject to any applicable legal requirements.

Where services are terminated, the customer remains responsible for reasonable charges incurred up to the date of termination, together with any non-refundable third-party costs or bespoke products, where legally recoverable.

23. Governing Law and Jurisdiction

These Terms are governed by the law of Scotland.

Where the customer is a consumer, nothing in these Terms prevents the consumer from relying on any mandatory rights or protections available under the law applicable to their circumstances.

Any disputes will be subject to the jurisdiction of the Scottish courts, subject to any mandatory consumer rights concerning jurisdiction.

24. Acceptance

By instructing Hillview Funeral Services Limited to provide services, the customer acknowledges that they have had an opportunity to read and understand these Terms of Business.

Where appropriate, the customer may be asked to sign an arrangement form, quotation or other document confirming acceptance of the services and associated charges.

HILLVIEW FUNERAL SERVICES Limited

Business Address: 111 Main Street, Sauchie, FK10 3JX

Telephone: 01259 752999

Email : mail@hillviewfuneralservices.co.uk

Website: www.hillviewfuneralservices.co.uk

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