ONLINE TERMS AND CONDITIONS BETWEEN A BUSINESS AND CONSUMER FOR THE SALE OF GOODS

Version 1.0 – 27/10/26

[NB. These are Terms and conditions for the supply of goods, services and digital content to consumers. These terms are for contracts concluded online (as opposed to on-premises or doorstep contracts).

These terms reflect the changes introduced by the Consumer Rights Act 2015, the main provisions of which came into force on 1 October 2015.]

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

General terms and conditions

This site is owned and operated by **Open User Systems Ltd** of **42 Drummond Way, Perth, UK. PH1 0AQ** If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at **info@openusersystems.com** or **01386 896311**

1. Our contract with you

Acceptance of your order

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. [Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form] (or) [Your payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted to us when we send to you an email that the goods have been sent to you]. Our acceptance of your order brings into existence a legally binding contract between us.

If we cannot accept your order

If we are unable to accept your order, we will inform you of this [in writing] and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements], because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

Your order number

We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

2. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to **Open User Systems**. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

3. Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only. Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. The packaging of the product may vary from that shown on images on our website.

4. If there is a problem with the product

4.1 **How to tell us about problems**. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01386 896311 or write to us at info@openusersystems.com.

4.2 **Summary of your legal rights**. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

If your product is **goods**, for example [furniture or a laptop], the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

If your product is **digital content**, for example [a mobile phone app or a subscription to a music streaming service], the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back
- 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

If your product is **services**, for example [a support contract for a laptop or tickets to a concert], 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 upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

4.3 **Your obligation to return rejected products**. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect

them from you. We will pay the costs of postage or collection. Please call customer services for a return label or to arrange collection.

5. Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

6. Availability

All orders are subject to acceptance and availability. If the Goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

7. Ordering errors

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.

8. Price

The prices payable for goods that you order are as set out in our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

Wherever it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, offer to sell you the goods of the specification and description at the price stated in the email and will state the period for which the offer or the price remains valid.

9. Payment terms

We will charge your credit account for payment upon receipt of your order unless delivery cannot be fulfilled within 30 days. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from your account then we can cancel the contract and or suspend any further deliveries to you. This does not affect any other rights we may have.

10. Delivery charges

Delivery charges vary according to the type of goods ordered.

11. Delivery

11.1 Our delivery charges are set out on your quotation or in the online shop.

11.2 When **we will provide the products**. [During the order process we will let you know when we will provide the products to you. If the products are ongoing services and subscriptions, we will also tell you during the order process when and how you can end the contract. **OR**

a) **If the products are goods**. If the products are goods we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order OR we will contact you with an estimated delivery date OR to agree a delivery date, which will be within 30 days or as agreed on quotation, after the day on which we accept your order.

b) **If the products are one-off services**. We will begin the services on the date set out in the order OR on the date we accept your order OR on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.

c) **If the product is a one-off purchase of digital content**. We will make the digital content available for download by you as soon as we accept your order.

d) **If the products are ongoing services or a subscription to receive goods or digital content**. We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) 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*.]

[11.3 You will be required to pay extra for delivery and it might not be possible for us to deliver to some locations.]

[11.4 Please note that we are only able to deliver to addresses within the United Kingdom, but excluding the Isle of Wight, the Isle of Man, the Scottish Isles, parts of Scotland, Northern Ireland and the Channel Isles.]

11.5 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

11.6 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

12. Risk and ownership

Risk of damage to or loss of the goods passes to you at the time of delivery to you, or if you fail to take delivery at the agreed time, the time when we tried to deliver. You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

13. Acknowledgement and acceptance of your order

You will need to provide us with your e-mail address and we will notify you by e-mail as soon as possible to confirm receipt of your order and e-mail you again to confirm details. An acceptance of your order will take place on despatch of the good(s) ordered.

14. Your rights to end the contract

14.1 Under the Distance Selling Regulations you have the legal right to cancel your order within seven days of receipt of your goods (with the exception of any made to order items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty. However, you will need to notify us if you wish to cancel your contract.

[14.2 You do not have a right to change your mind in respect of:

a) digital products after you have started to download or stream these;
b) services, once these have been completed, even if the cancellation period is still running;
c) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
d) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
e) any products which become mixed inseparably with other items after their delivery.]

14.3 If you have received the goods before you cancel your contract then [unless, under clause 13.2, for which you do not have a right to cancel] you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

14.4 **Tell us you want to end the contract**. To end the contract with us, please let us know by doing one of the following:

Phone or email. Call customer services. Please provide your name, home address, details of the order and, where available, your phone number and email address.

Online. Complete the https://openusersystems.com/contactus on our website.

14.5 Once you have notified us that you are cancelling your contract, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your cancellation notice. The goods in question must be returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you, we may make a claim against you for the breach of your statutory duty to return the goods.

14.6 You will be re-credited for the costs incurred in returning faulty or unsatisfactory goods.

15. Our right to end the contract

15.1 **We may end the contract if you break the contract terms**. We may end the contract for a product at any time by writing to you if:

a. you do not make any payment to us when it is due and you still do not make payment within [30] days of us reminding you that payment is due;
b. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products.
c. you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
d. you do not, within a reasonable time, allow us access to your premises to supply the services; or

15.2 **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 products we have not provided but we may deduct or charge compensation for the net costs we will incur as a result of your breaking the contract as reasonable compensation for the net costs we will incur as a result of your breaking the contract **OR** a percentage of the price calculated depending on the date on which we end the contract, as compensation for the net costs we will incur as a result of your breaking the contract.

15.3 **We may withdraw the product**. We may write to you to let you know that we are going to stop providing the product. We will let you know at least [30 days] in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

16. Liability

16.1 If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we will have no liability to you unless you notify us in writing at our contact address of the problem within 60 days of the date on which you ordered the goods (unless this is not reasonably practicable). If you notify a problem to us under this condition, our only obligation will be, at your option:

16.1.1 to make good any shortage or non-delivery;
16.1.2 to replace or repair any goods that are damaged or defective; or
16.1.3 to refund to you the amount paid by you for the goods in question in whatever way we choose.

16.2 Both parties shall only be liable under this contract for losses, which are a reasonably foreseeable consequence of the relevant breach of contract.

16.3 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

16.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

17. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at our postal address and all notices from us to you will be displayed on our website from to time.

18. Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

19. Our right to make changes

19.1 **Minor changes to the products**. We may change the product:

a. to reflect changes in relevant laws and regulatory requirements;
b. to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

19.2 **Updates to digital content**. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

20. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with the law of Scotland. Parties to any such contract agree to submit to the exclusive jurisdiction of the Scottish Courts. All contracts are concluded in English.

21. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

22. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

23. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.