

Selling Practices Policy Overview

Ensuring excellence in fundamental selling practices is crucial for achieving high levels of buyer satisfaction. The comprehensive guidelines on selling practices detailed below offer advice on ensuring buyer contentment. These guidelines encompass various aspects, including how to describe your item accurately, stipulate your terms and conditions, set appropriate postage and handling fees, estimate delivery times accurately, communicate effectively, and manage returns.

Compliance with UK regulations is essential for sellers operating on this platform. This includes adhering to the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the Consumer Rights Act 2015, the Privacy and Electronic Communications Regulations (PECR), and the Online Safety Act 2023. Additionally, sellers must comply with any regulations applicable to online marketplaces, ensuring transparency, fair trading, and consumer protection.

Key Seller Obligations

- **Accurate Locations:** It's important for buyers to know the dispatch location of an item as it informs them about expected postage costs and delivery times. Listing an incorrect location can lead to buyer dissatisfaction and negatively affect their purchasing experience. Sellers must ensure that location details are accurate to comply with UK consumer protection laws.
- **Transaction Terms:** Clearly outline the transaction terms, including any applicable taxes or fees, shipping methods and expenses, and your return policy. Transparency in these areas fosters trust and contributes to a favorable shopping experience for your customers. Under the Consumer Rights Act 2015, buyers have the right to clear and accessible terms before purchase.
- **Accurate Item Descriptions:** Providing precise, consistent item details and clear sale terms and conditions are fundamental steps to success. Striving for exceptional customer service enhances the buying experience, which includes:
 - Offering fair postage and packaging rates
 - Clearly stating your dispatch times and return policies in listings
 - Quickly answering any queries from buyers

- Maintaining professionalism during all transactions
 - Ensuring the item is delivered as described
- Regularly reviewing and updating your listings to ensure information on inventory and item condition is current. Sellers must also ensure compliance with the UK Consumer Protection from Unfair Trading Regulations 2008, which prohibits misleading product descriptions.
 - **Detailed returns policy:** Sellers should include a detailed returns policy in their listings, addressing their obligations around returns. Under UK law, buyers may have the right to return items within 14 days for a full refund, excluding certain exempt items. Sellers must adhere to distance selling regulations where applicable.

Packaging and Shipping Costs

- Customers anticipate timely delivery, particularly for orders with express shipping fees. Opting for a delivery method slower than the buyer's choice can lead to delayed arrivals and increased claims for undelivered items. Under UK consumer law, sellers must ensure delivery is completed within 30 days unless otherwise agreed.
- Ensure you only offer delivery options you've verified for cost-effectiveness and speed.
- Dispatch goods with services that either match or surpass the delivery standards chosen by the buyer.

Practices to Avoid:

- Avoid selecting shipping methods that do not meet the buyer's delivery expectations. For example, if a buyer has chosen a service like "Express Shipping" for immediate delivery, do not dispatch the item using a standard service that typically takes 2-3 days for delivery.
- Ensure your listings clearly detail all postage and service fees. Misleading or vague delivery information, along with exorbitant charges for postage and related services, violates our policies and may contravene the Consumer Rights Act 2015.

- Ensure clarity and transparency about shipping and any additional fees in your listings. Misleading delivery information or excessive charges for shipping and related services are not permitted. Under the Consumer Contracts Regulations 2013, additional charges (e.g. insurance, premium delivery) must not be pre-selected and must require active user consent.

Charges You May Include:

- **Actual Shipping Cost:** Charge the actual amount for shipping, keeping it competitive with what is commonly charged for similar items. Adhere to SellOut's guidelines for shipping charges in your specific category.
- **Packaging Expenses:** You may include costs for materials used in packaging, ensuring compliance with UK regulations that prohibit excessive or misleading fees.
- **Additional Delivery Services:** For services like delivery confirmation, you can charge the actual cost of these services if offered to the buyer. This includes:
 - Postage confirmation
 - Tracked delivery
 - Proof of delivery
 - Signature confirmation
 - Charges for expedited shipping
- **Tax and Regulatory Charges:** you can apply charges for any duties, Value Added Tax (VAT), or equivalent regulatory taxes as required by applicable law. The transfer of these legally mandated charges, encompassing duties, VAT, or similar taxes, to the buyer is allowed, provided such actions are in compliance with applicable law. Sellers must also comply with UK GDPR when handling buyer data related to tax processing.
- **Value Added Tax (VAT) and HMRC Compliance:**
- All sellers on SellOut are responsible for understanding and complying with UK Value Added Tax (VAT) regulations, as governed by HM Revenue & Customs (HMRC). Failure to comply with VAT regulations can result in penalties and investigations by HMRC.

- **VAT Registration Threshold:** Sellers whose taxable turnover exceeds the current VAT registration threshold (currently £90,000 as of March 2025, but subject to change) in a rolling 12-month period must register for VAT with HMRC. Information on VAT registration can be found on the official GOV.UK website.
- **VAT Responsibilities:**
 - Sellers are required to:
 - Charge VAT on applicable goods and services sold to UK customers.
 - Issue VAT invoices to customers.
 - Submit regular VAT returns to HMRC.
 - Maintain accurate and complete records of all sales, purchases, and VAT transactions.
- **HMRC Guidance and Resources:** Sellers should consult the following HMRC resources for detailed information on VAT compliance.
- **Disclaimer:** SellOut is not responsible for providing tax advice. This information is for guidance only, and sellers should consult with a qualified accountant or tax advisor for specific advice regarding their VAT obligations.
- Ensure your shipping and service charges are justified and transparent, aligning with SellOut policies and providing a fair experience for your buyers.

Prohibited Charges:

- **Insurance Costs:** Sellers are prohibited from adding a separate charge for insurance. While ensuring the item's safe delivery is crucial, the cost of postal insurance for business sellers cannot be transferred to buyers.
- **International Fees:** Sellers must not charge buyers for any tariffs, duties, or customs fees associated with international transactions. These costs are typically the buyer's responsibility, in accordance with the laws of their respective countries.
- **Misrepresentation of Shipments:** It is against UK law to falsely declare an item as a gift to evade duties, tariffs, or customs fees. Sellers must accurately report customs information to avoid legal repercussions.

- **Consumer Protection Regulations:** Under the Consumer Contracts Regulations 2013, sellers are required to transparently disclose prices, including all applicable delivery or tax charges, and provide their VAT number when VAT applies to their online sales activities
- **Fair Trading and Price Transparency:** The Consumer Protection from Unfair Trading Regulations 2008 strictly prohibits sellers from participating in commercial practices that negatively impact buyers' financial interests. This includes clear communication about pricing as a fundamental aspect of commercial practices.

These regulations forbid sellers from:

- Deceiving Buyers regarding a product's price or how that price is determined.
- Falsely suggesting that a price benefit exists.
- Leaving out crucial price-related details, such as taxes, delivery, and postage charges, especially when these are not obvious from the context.
- Providing misleading or unclear information about any taxes or customs fees that buyers might need to pay, which are not included in the item's sale or shipping price.

Delivery and Shipping:

Buyers place a high value on the quick delivery of their orders. Under the Consumer Rights Act 2015, delivery must be completed within the agreed timeframe; otherwise, buyers have the right to request a refund.

Permissible for Sellers:

- In your listings, explicitly state the expected dispatch timeline.
- Aim to dispatch goods promptly following the sale.
- Employ services like tracking or delivery confirmation, allowing both you and the purchaser to monitor the shipment's progress and estimated delivery time.

Prohibited for Sellers:

- Do not delay the dispatch of an item due to awaiting fund availability from the sale; withholding shipment until payment is cleared is not permissible.
- Say that you're not responsible for item delivery, or for ensuring that the item is delivered. For example, these statements aren't allowed:

- 'I'm not responsible for the item once it's been dropped in the mail'
- 'I'm not responsible for items lost in the post'
- 'Without insurance, I can't be responsible for items lost in the post'

Exempted categories from the dispatch time include;

- All vehicle categories,
- Real estate,
- Various service offerings.

It's important that you clearly specify the terms and conditions of the sale in your listing so that buyers know what to expect. Your listings must comprehensively detail:

- Return policy
- Delivery method, postage costs and other information
- Terms of the transaction

Fulfilment of Promises:

- You are obligated to ensure the item reaches the buyer safely and within the period mentioned in your listing.
- Items you list must be readily available in your stock, or ensure there's an agreement with a third party to supply the item as per your listing's terms.
- Sellers must provide accurate estimated delivery times and promptly notify buyers of any unexpected delays.
- You must comply with the Consumer Rights Act 2015 by ensuring that all goods sold are of satisfactory quality, fit for purpose, and as described.
- Under UK GDPR and the Data Protection Act 2018, sellers must ensure that any personal data collected (e.g., names, addresses, payment details) is handled securely and only used for legitimate transaction purposes.

Prohibited Practices:

Avoid offering vague or incorrect details about your sale's terms and conditions. Here are several practices to steer clear of:

- Modifying the sale terms after a purchase commitment from the buyer.

- Displaying varying shipping costs in your listing's description compared to those stated in the SellOut item listing form.
- Claiming to accept returns within the listing then refusing to do so post-purchase, even when the return meets your specified conditions.
- Mentioning affiliations with SellOut recognised seller programs in your listing descriptions, templates, or any seller information pages.
- Using terms such as 'SellOut preferred service seller', 'providing SellOut premium listings', 'trusted SellOut service listings', or any analogous phrases.
- Misrepresenting an item's condition, authenticity, or key attributes to mislead buyers.
- Failing to comply with UK advertising standards as set by the Advertising Standards Authority (ASA) and the CAP Code to ensure truthful and transparent listings.

Order Cancellation Guidelines

There might be occasions when you need to cancel an order, such as when an item is unavailable due to being out of stock or damaged, inaccuracies in your listing, a request from the buyer to cancel, issues with the buyer's shipping address, or non-payment by the buyer. It's essential to follow the designated cancellation procedure in SellOut to ensure the process is handled correctly.

Actions to Take:

- Ensure to Ensure to cancel the order no later than 30 days following the transaction.
- Follow the prescribed steps in SellOut for order cancellation:
 - Navigate to the 'Sold' section or the 'Orders' tab.
 - Locate the order you wish to cancel, select 'More actions', and then choose 'Cancel this order.'
 - Select your reason for cancellation and proceed as directed. If the buyer has not completed the payment within 4 days, the option "Buyer Hasn't Paid" will be available as a reason.
 - Communicate with the buyer regarding the cancellation to maintain transparency and avoid misunderstandings.

Practices to Avoid:

- Do not attempt to cancel any order beyond the 30-day limit post-sale.

- Avoid using the official cancellation procedure described in SellOut.
- Refrain from inaccurately selecting a cancellation reason to bypass receiving a defect on your account, securing a final value fee credit, or influencing buyer feedback inappropriately.
- Do not repeatedly cancel orders due to stock shortages, as this may impact your seller performance rating.

Prohibited Listings:

It is strictly prohibited to list or sell certain items and services that pose a potential threat to our community's safety and legal compliance. Below is an explicit list of items that cannot be sold through our platform.

- **Firearms and Related Items:** The listing or sale of any firearms or weapons intended to inflict bodily harm is strictly prohibited on SellOut. This includes, but is not limited to, handguns, rifles, shotguns, machetes, and tactical knives, regardless of their operational status.
- **Bladed Weapons:** This category includes any item with a blade intended to cause injury. Examples include machetes, combat knives, and switchblades etc.
- **Other Weapons:** Any device that could be used to inflict harm, such as tasers, brass knuckles, and improvised explosive devices.
- **Counterfeit Goods:** Selling counterfeit or replica items that infringe on intellectual property rights is strictly forbidden.
- **Personal Data Sales:** Under UK GDPR, it is illegal to sell or share personal data without proper consent and a lawful basis for processing.

Prohibited Services:

Prostitution and Related Activities: Offering or soliciting sexual services in exchange for compensation is strictly forbidden. This includes any services related to prostitution or human trafficking.

Data Scraping and Privacy Violations: Any activity involving the unauthorised collection or misuse of user data violates UK GDPR and the Privacy and Electronic Communications Regulations (PECR).

SellOut maintains a zero-tolerance policy regarding the listing and sale of prohibited items and services. Attempting to sell any of these items or services can result in severe penalties.

Consequences of Policy Violation:

Violating the prohibited items policy may result in a range of actions taken by SellOut to enforce our standards and comply with legal obligations. These measures include:

1. **Immediate Removal of Listings:** Any listings found to contain prohibited items will be removed promptly from the platform.
2. **Account Suspension or Termination:** Sellers who repeatedly attempt to list prohibited items may face temporary suspension or permanent termination of their SellOut account.
3. **Legal Action:** SellOut reserves the right to take legal action against individuals or entities that violate this policy, which may include cooperation with law enforcement agencies.
4. **Withholding of Seller Payments:** SellOut may freeze or withhold seller payouts if a violation of prohibited item policies is detected.

We encourage our community to report any listings that violate our prohibited items policy. SellOut is committed to enforcing these rules rigorously to protect both our users and the integrity of our platform. Your cooperation is crucial in helping us maintain a safe and lawful marketplace.

We strongly urge all users to comply with this policy. Ignorance of the rules or the nature of the items listed will not be considered a valid defence. Users are expected due diligence and verify that their listings comply with SellOut policies and applicable laws.

Customer Service Excellence

Striving for exceptional customer service is crucial for enhancing your reputation on SellOut. Surpassing the expectations of your buyers not only boosts your performance metrics but also fosters a positive shopping environment.

Effective Communication:

- Ensure timely responses to all inquiries, whether before or after a sale has been made.
- Maintain a professional and courteous tone in all interactions, including email correspondences.
- Provide regular updates on shipping, including tracking details whenever possible.
- Be prompt and considerate in addressing any issues or concerns raised by buyers.
- Acknowledge and resolve complaints efficiently to build long-term buyer trust.

Inappropriate Behaviours to Avoid:

- Refrain from using profane or offensive language in any interaction within SellOut.
- Do not send or share content that is inappropriate or irrelevant to your SellOut listings, including images or messages containing nudity or offensive material.
- Avoid using terms like "optional insurance" or making accusations such as "fake bidder or buyer" and threatening to leave negative feedback.
- Do not ignore buyer complaints or fail to provide post-sale support, as this may impact your ratings and lead to penalties.

Additional Information for Sellers

In compliance with the Electronic Commerce (EC Directive) Regulations 2002, business sellers are required to include specific information in the Seller Information section of their listings:

- Complete contact details, including the physical address of operation.
- Membership information for any relevant trade organisations.
- Information about any authorisation schemes pertinent to your online business.
- Transparent pricing details, inclusive of any applicable delivery or tax charges.
- Your VAT registration number, provided your online activities are VAT-regulated.

Compliance and Best Practices

- **Data Protection:** Sellers must handle all personal data in compliance with UK GDPR and the Data Protection Act 2018. This includes ensuring secure data processing, not using buyer data for unsolicited marketing, and providing clear privacy policies.
- **Online Safety Act 2023 Compliance:** Any content listed must comply with online safety regulations to prevent illegal or harmful material from being sold or shared.
- **Consumer Rights:** Buyers have legal rights under the Consumer Rights Act 2015, including the right to refunds for defective or misrepresented items.

Advertising Standards and Practices: Buyers expect that the details presented in any listing will be accurate, transparent, and not deceptive. As a seller on SellOut, it's your duty to comply with these expectations in your listing creation.

Compliance with the Advertising Standards Authority: The [Advertising Standards Authority \(ASA\)](#) oversees these standards, with comprehensive regulations available in the UK Code of Non-broadcast

Advertising and Direct & Promotional Marketing [\(the Cap Code\)](#). For additional information, the ASA's website offers guidance and resources.

To ensure compliance with these standards, it's advisable to familiarise yourself with the CAP Code. This will equip you with the necessary knowledge on the dos and don'ts of listing creation.

Product availability: On SellOut, when buyers decide to bid on or buy an item, it is crucial that they trust the item will be available and dispatched promptly.

Actions to Take:

- Ensure that any item you list is currently in your inventory throughout the listing's life span and is sent to the buyer, provided they comply with your listing's conditions.
- In listings with multiple quantities, verify that you can supply every item listed in a timely manner. This includes having access to items by their release date if applicable.
- If unforeseen stock issues arise, it's your duty to inform the buyer about any delays or to quickly refund the full purchase price.

Prohibited Actions:

- Do not list items that might be unavailable at the time of purchase.
- Avoid listing items for sale on SellOut while also selling them elsewhere without confirming adequate stock levels.
- Do not list items with the possibility of delivering something different to the buyer.
- Refrain from listing a higher quantity of items than you can actually supply in multi-quantity listings.

Other Rules and Recommendations

- **Compliance with SellOut Policies and Legal Regulations:** As a seller on SellOut, you are obligated to familiarise yourself with and follow SellOut's policies, in addition to all relevant laws and regulations. Understanding SellOut's selling policies prior to listing an item is crucial to prevent accidental policy violations.

- **Additional Information:** All activities on SellOut must comply with these selling policies, the SellOut User Agreement, applicable laws, and respect the rights of others. Non-compliance may compel SellOut to take actions in line with legal requirements and the User Agreement. Such measures might include, but are not limited to the removal of listings or content, issuance of warnings, activity restrictions, or account suspension.

Legal Obligations and Best Practices:

- Sellers are required to provide accurate business contact information under the Electronic Commerce (EC Directive) Regulations 2002.
- Compliance with SellOut policies and relevant laws is mandatory. Non-compliance may result in listing removals, account suspensions, or legal action.
- Sellers must ensure all goods meet the standards set by the Sale of Goods Act 1979 and Consumer Rights Act 2015.

By using SellOut, you agree to uphold these policies to maintain a fair and legally compliant marketplace.

Legal Framework and Seller Obligations

- **Misleading Actions and Omissions:** The Consumer Protection from Unfair Trading Regulations 2008 aims to protect Buyers from unfair treatment. Notably, any misleading action or omission by a seller that influences a Buyer's decision to purchase an item, which they would not have bought otherwise, is typically considered a criminal offence.
- **Right to Cancel and Refund:** The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 grant Buyers the legal right to cancel a purchase under certain conditions.
- **Application and Scope:** The Distance Selling Regulations are applicable to transactions with non-business buyers conducted by business sellers operating within their commercial capacity, provided the sale occurs without direct face-to-face interaction prior to the contract's formation.
- The UK Distance Selling Regulations, which establish Buyer rights for distance sales, do not extend to auction-style listings on SellOut, nor do they cover all item categories.

- **Buyer's 'Cooling Off' Period:** These regulations grant Buyers a 14-day 'cooling off' period from the delivery date to cancel their purchase and receive a full refund, including initial postage and packaging costs. Should the seller fail to disclose all required information as per the Distance Selling Regulations before finalising the contract, this period extends up to 12 months. Sellers are obligated to refund the original delivery charges. However, they can stipulate that buyers cover the cost of return shipping, provided this condition is clearly communicated to the buyer prior to the contract's conclusion.
- **Pre-Contract Information:** Sellers must provide clear and comprehensive pre-contract information, including business identity, full description of goods, total price (including taxes and additional costs), payment methods, delivery options, and the buyer's right to cancel.
- **Hidden Costs and Fees:** Sellers cannot add extra charges for pre-ticked boxes or hidden fees that require buyers to opt out manually. Buyers must actively consent to additional charges, such as express delivery or insurance.
- **Exceptions to the Right to Cancel:** Certain items are exempt from the standard right to cancel, including custom-made or personalised items, perishable goods, sealed health or hygiene products once opened, and digital content that has already been downloaded or accessed with buyer consent.
- When formulating your return policy on SellOut, you can define the return period and specify who bears the return postage costs. It's important to note that SellOut mandates a minimum 14-day return period in line with the Consumer Contracts Regulations 2013. Buyers must be informed of their cancellation rights, and if not properly informed, this period can be extended up to 12 months.
- The Sale of Goods Act 1979 (as amended) mandates that items to Buyers must meet the following criteria:
 - "Satisfactory quality"
 - "As described"
 - "Fit for purpose"

- **Buyer Entitlements:** If any sold product fails to meet these standards, the Buyer is entitled to a refund within a "reasonable period." The definition of "reasonable period" varies depending on the type of item sold. For instance, a "reasonable period" for a pair of skis, which may not be immediately used, is expected to be longer than for items typically used daily. This timeframe may also be influenced by other factors specific to the item sold.
- **Replacement of Lost or Damaged Items:** Under the Sale and Supply of Goods to Consumers Regulations 2002, Buyers have the right to either a repair or replacement for goods that prove defective.
- In transactions where a seller sells to a buyer, the business is generally held accountable for any loss or damage to the item during delivery. Consequently, it is often necessary for the seller to replace items that are lost or damaged in transit. SellOut expects sellers to replace such items in compliance with UK consumer law.
- **Data Protection Compliance:** Sellers must comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 when processing customer data. Sellers are considered independent data controllers for any buyer personal data they process during the course of a transaction. They must register with the ICO if required and fulfil all responsibilities including data access, correction, and erasure upon request. This includes ensuring transparency about data collection, securing customer data, and allowing buyers to access or delete their data upon request.
- **Privacy in Electronic Communications:** The Privacy and Electronic Communications Regulations (PECR) govern email marketing and other electronic communications. Sellers must obtain explicit consent before sending marketing emails and provide an easy opt-out option for recipients.
- **Online Safety and Consumer Protection:** The Online Safety Act 2023 enhances consumer protections for online marketplaces. Sellers must ensure that their listings do not contain harmful or illegal content and that they comply with all marketplace regulations to prevent fraudulent sales.
- **Consumer Rights:** The Consumer Rights Act 2015 strengthens protections for buyers, particularly in digital content sales. It requires sellers to ensure digital goods meet quality

standards and function as advertised. If a digital product is faulty, the buyer is entitled to a repair, replacement, or refund.

- **Beyond Legal Requirements:** For listings exempt from the Distance Selling Regulations, there's no legal compulsion to refund buyers if they simply change their mind about a purchase. Nonetheless, offering a more generous return policy than legally required can enhance customer satisfaction and potentially increase sales by making your listings more attractive to prospective buyers.