

Refund and Cancellation Policy

SellOut Ltd

Effective Date: 03/03/2025.

This Refund and Cancellation Policy outlines the rights and obligations of users transacting through SellOut Ltd (“SellOut”, “we”, “our”, or “us”) in relation to cancellations, returns, and refunds. It is an integral component of SellOut’s legal framework and complements our User Agreement, Cookie Policy, and Privacy Policy.

SellOut Ltd operates as an intermediary platform and information society service provider within the meaning of the Electronic Commerce (EC Directive) Regulations 2002. We facilitate online transactions by providing a neutral digital venue through which independent third-party sellers and buyers can offer, sell, or purchase goods and services.

We do not take possession of items, act as a seller or reseller, or form part of the contract of sale. Instead, the legal contract for any sale or supply is concluded directly between the buyer and the seller. Accordingly, statutory duties in respect of refunds and cancellations under UK consumer law attach to the individual seller — particularly where the seller is acting in a business capacity.

1. Our Legal Framework

This Policy is guided by the following UK statutes and regulations:

- **Consumer Rights Act 2015** – governing refund rights for faulty or misdescribed goods, digital content, and services.
- **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013** – outlining distance selling and cancellation rights.
- **Electronic Commerce (EC Directive) Regulations 2002** – detailing pre-contractual duties for online service providers.
- **Consumer Protection from Unfair Trading Regulations 2008** – prohibiting misleading, aggressive or unfair trading practices.
- **Alternative Dispute Resolution for Consumer Disputes Regulations 2015** – encouraging accessible out-of-court dispute resolution.
- **UK GDPR & Data Protection Act 2018** – regulating the lawful processing of personal data.
- **Online Safety Act 2023** – ensuring safer digital platforms and responsible user conduct.
- **Sale of Goods Act 1979** – applicable to business-to-business (B2B) contracts where the Consumer Rights Act does not apply.

2. Role of SellOut and Transactional Framework

SellOut is a marketplace platform. We do not possess, inspect, or deliver the items listed on our site. Instead, we facilitate the formation of contracts between independent users—buyers and sellers—who transact at their own discretion. Our responsibility is limited to enabling, supporting, and policing the safe use of our platform.

Contracts for the sale of goods or services are formed directly between users. Accordingly, legal obligations related to refunds, returns, and cancellations rest with the seller.

3. Consumer Cancellation Rights

3.1. Standard Right to Cancel

Under the Consumer Contracts Regulations 2013, buyers purchasing from sellers at a distance (i.e., online) are generally entitled to cancel the contract within 14 days of:

- receiving the goods, or
- in the case of services or digital content, concluding the contract.

This right exists irrespective of the reason for cancellation and is not contingent on any fault or issue with the goods or services.

3.2. Exceptions to the Right to Cancel

The statutory right to cancel does not apply in the following cases:

- Personalised or custom-made items
- Perishable goods (e.g. food, flowers)
- Digital content where the download has commenced with the buyer's explicit consent
- Sealed goods unsealed after delivery where health or hygiene reasons apply
- Goods that are inseparably mixed with others after delivery

Example: A buyer purchases a custom-engraved watch (or any tangible good) from a business seller. Once production begins, the buyer cannot cancel the order.

4. How to Cancel and Return

To cancel a qualifying order, the buyer must notify the seller within the 14-day period. Notification must be clear and preferably written. Sellers are expected to offer a cancellation form or clearly explain how buyers may exercise this right.

Once cancellation has been validly notified:

- The buyer must return the goods within 14 days of the cancellation notice.
- The seller must refund the purchase price and the original standard delivery charges within 14 days of receiving the returned item or proof of postage.
- Unless otherwise agreed, the buyer is responsible for return shipping costs. However, this does not apply to the return of faulty goods rejected under the Consumer Rights Act 2015, where the seller bears the reasonable costs of return.

Refunds must be made using the same payment method originally used, unless the buyer agrees to an alternative.

5. Faulty or Misdescribed Goods and Services

5.1. Goods

Where goods are faulty, not as described, or unfit for purpose, the Consumer Rights Act 2015 entitles buyers to:

- A short-term right to reject within 30 days for a full refund (subject to Section 22 of the Consumer Rights Act 2015). This 30-day period begins after ownership or possession has been transferred, the goods have been delivered, and any required installation has been completed.
- Request a repair or replacement within 6 months (Section 23)
- If the issue persists after a repair or replacement, or if repair or replacement is not possible or timely, exercise a final right to reject and claim a refund (Section 24). A deduction for use may apply to refunds under the final right to reject after the first 6 months.

5.2. Services

Services must be delivered with reasonable care and skill (Section 49 of the Consumer Rights Act 2015). If a service fails to meet this standard, the buyer may request:

- Repeat performance (Section 55 of the Consumer Rights Act 2015), or
- A price reduction (Section 56 of the Consumer Rights Act 2015)

5.3. Digital Content

Digital content must be of satisfactory quality and conform to its description. If not, the buyer may be entitled to:

- A repair or replacement; or
- A price reduction or full refund if the problem is not resolved.

6. Limitations on the Right to Cancel

Where a buyer consents to the immediate start of a digital download or service before the 14-day cooling-off period ends, and acknowledges that doing so forfeits their right to cancel, no refund is required once the service or content has been delivered.

Example: A buyer purchases and downloads an eBook instantly. They tick a box acknowledging the loss of cancellation rights. They are not entitled to a refund once the file is delivered.

7. Special Cases and Additional Scenarios

7.1. Auction Listings

Where an item is sold by auction, the listing must make clear whether cancellation rights apply. If the seller is a private individual, statutory consumer rights may not apply.

7.2. High-Value and Custom Listings

For listings involving vehicles, real estate, or luxury items, offers and bids are considered expressions of interest unless explicitly described otherwise. Binding contracts are formed only upon mutual agreement outside of preliminary bidding.

7.3. Gift Cards, Vouchers, and Tokens

These are non-refundable, unless defective or misrepresented. Sellers must honour advertised expiry dates and comply with applicable consumer protection regulations.

7.4. Partial Refunds

Sellers may issue partial refunds where:

- Returned goods show signs of wear or damage attributable to the buyer
- Only part of a bundled order is returned

8. Business Seller Duties

Business sellers must:

- Clearly identify themselves as acting in a business capacity
- Provide all mandatory pre-contractual information under Regulations 9–13 of the 2013 Regulations
- Honour all cancellation, return, and refund rights under consumer protection legislation
- Issue refunds promptly and without undue delay

Failure to comply may extend the buyer's cancellation period by up to 12 months and may lead to enforcement by Trading Standards.

9. Dispute Resolution

SellOut encourages buyers and sellers to resolve disputes via the platform's messaging and case system. Where resolution is not reached:

- Users may escalate to a certified Alternative Dispute Resolution (ADR) provider in accordance with the ADR Regulations 2015
- SellOut may provide guidance or referrals, but we do not arbitrate disputes or enforce private contracts

10. Platform Enforcement and Seller Monitoring

SellOut proactively monitors seller behaviour for compliance, including:

- Refund processing times
- Response rates to cancellation requests

- Dispute resolution outcomes

Where breaches occur, we may:

- Issue formal warnings
- Restrict listing capabilities
- Suspend or terminate accounts
- Notify enforcement authorities where applicable

11. Data Protection and Refund Records

All personal data collected in connection with refunds, cancellations, or disputes is handled in accordance with:

- **Article 6(1)(b)** UK GDPR – performance of a contract
- **Article 6(1)(c)** – compliance with legal obligations

Data is stored securely, processed lawfully, and retained only as long as necessary. Users may request access to or deletion of their personal data in accordance with our [Privacy Policy](#).

12. Accessibility Statement

We are committed to ensuring this Policy is accessible to all users, including those with disabilities. This document is structured in accordance with WCAG 2.1 Level AA guidelines.

13. Governing Law and Jurisdiction

This Policy and all related disputes shall be governed by the laws of England and Wales. Users agree to submit to the exclusive jurisdiction of the English courts.

14. Updates and Revisions

We review this Policy regularly to ensure accuracy and legal compliance. Updates will be published on our website and take immediate effect upon posting.

15. Contact Us

For queries regarding this Policy or to report a concern, please contact:

Email: support@selloutweb.com

Sellers are expected to acknowledge refund requests within 48 hours and issue refunds promptly, typically within 5–7 business days of receiving returned items.

During checkout, buyers will be presented with an opt-in box explicitly confirming they consent to immediate digital delivery and acknowledge the loss of the right to cancel.