

Dispute Resolution Policy

SellOut Ltd

Effective Date: 03/03/2025

This Dispute Resolution Policy (“Policy”) governs the procedures, rights, and obligations for resolving disputes arising from transactions on the SellOut Ltd (“SellOut”, “we”, “our”, or “us”) platform. It is integral to SellOut’s overall legal framework, including the User Agreement, Refund & Cancellation Policy, Privacy Policy, and other published terms.

SellOut operates as a neutral intermediary under the Electronic Commerce (EC Directive) Regulations 2002. We facilitate connections between independent buyers and sellers, but are not a party to any contract of sale and do not possess, hold, or inspect items listed for sale.

1. Legal and Regulatory Framework

This Policy is designed in accordance with the following UK laws, statutes, and regulations:

- Consumer Rights Act 2015 – Remedies for consumers regarding goods, services, and digital content.
- Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 – Consumer access to certified ADR schemes.
- Consumer Protection from Unfair Trading Regulations 2008 and 2024 Amendment – Prohibition of unfair, misleading, and aggressive practices, including bans on fake reviews and drip pricing.
- Electronic Commerce (EC Directive) Regulations 2002 – Intermediary liability and information society services.
- UK General Data Protection Regulation (UK GDPR) & Data Protection Act 2018 – Lawful processing of personal data in disputes.
- Arbitration Act 2025 – Modern arbitration procedures, including summary dismissal powers and default seat law.
- Online Safety Act 2023 – Requirements for dispute procedures concerning illegal and harmful content.
- Sale of Goods Act 1979 – Applicable to business-to-business (B2B) transactions.
- Civil Procedure Rules (CPR) 2024 – Courts’ enhanced powers to mandate mediation and cost sanctions for unreasonable refusal.

2. Role of SellOut in Dispute Resolution

2.1 Neutrality

SellOut acts solely as a facilitator of communication between users. We do not:

- Own or sell listed items;
- Hold funds in escrow;
- Guarantee transaction accuracy, quality, legality, or fulfillment;
- Adjudicate disputes between users.

2.2 Limitation of Responsibility

All legal obligations under a sale contract, including refunds and remedies, rest with the transaction parties. SellOut's role is limited to providing infrastructure for users to seek amicable resolution.

3. Dispute Handling Procedure

3.1 Initial Communication

Users must first attempt to resolve disagreements directly via SellOut's messaging or order management tools.

3.2 Opening a Case

If direct resolution fails, either party may open a case in SellOut's Case Management System for issues including:

- Non-delivery or misdescription;
- Faulty or damaged items;
- Payment or refund disputes;
- Alleged policy breaches.

3.3 Submission of Evidence

Relevant evidence may include order confirmations, shipping receipts, photographs, and communication records.

3.4 SellOut's Role in Case Review

SellOut may provide non-binding guidance based on policy and consumer law, suggest remedies, or facilitate communication, but will not impose binding decisions unless specifically provided (e.g., under a Money Back Guarantee scheme).

3.5 Timeframes

Users must adhere to deadlines in the User Agreement and Refund & Cancellation Policy. Failure to comply may result in case closure in favour of the compliant party.

4. Alternative Dispute Resolution (ADR)

4.1 Referral to ADR

If internal efforts fail, either party may request referral to a certified ADR body. SellOut will provide information on appropriate UK ADR entities (certified by the Chartered Trading Standards Institute) upon request.

4.2 Voluntary or Mandatory Participation

ADR is voluntary unless required by law or contract. SellOut is not obliged to participate unless mandated by applicable regulation.

4.3 Nature of ADR Proceedings

ADR decisions may be binding or non-binding depending on the provider's rules and user agreement.

4.4 Fees and Costs

Any ADR costs will be disclosed in advance and are typically borne by the user unless otherwise agreed.

4.5 Post-Brexit ADR/ODR

UK users are referred to UK-certified ADR providers. For cross-border disputes involving EU parties, the EU ODR platform may be used, but UK businesses are not required to participate post-Brexit.

4.6 Arbitration

If users agree to arbitration:

- Proceedings are governed by the Arbitration Act 2025.
- Arbitrators may summarily dismiss claims/defences with “no real prospect of success”.
- Unless otherwise specified, arbitration agreements default to the law of the seat.
- Arbitration does not restrict users' statutory rights or access to courts for consumer claims.

4.7 Court-Ordered Mediation

Under the 2024 Civil Procedure Rules, courts may require parties to attempt mediation. Refusal to participate in ADR or mediation without good reason may result in adverse costs orders (see *DKH Retail Ltd v City Football Group Ltd* [2024] EWHC 3231 (Ch)).

5. Escalation to Formal Legal Proceedings

5.1 Court Proceedings

Nothing in this Policy precludes users from pursuing remedies through the courts of England and Wales or other competent jurisdictions.

5.2 Jurisdiction and Applicable Law

Unless otherwise agreed, disputes are governed by the laws of England and Wales, and users submit to the exclusive jurisdiction of the English courts. Arbitration agreements override this default where valid and applicable.

6. Data Protection and Privacy in Disputes

6.1 Lawful Processing

Personal data in disputes is processed under Article 6(1)(b) (contract performance) and Article 6(1)(c) (legal obligation) UK GDPR.

6.2 Confidentiality

Information exchanged in disputes is confidential and shared only as needed for resolution, compliance, or law enforcement.

6.3 Data Retention

Dispute-related data is retained for up to six (6) years, in line with the Limitation Act 1980 and data protection law.

7. Special Provisions

7.1 Online Safety and Illegal Content

In compliance with the Online Safety Act 2023, SellOut provides dispute procedures for reports of illegal or harmful content. Users may escalate unresolved complaints to Ofcom-approved mechanisms. Dispute procedures do not restrict users' rights to bring civil proceedings regarding illegal content.

7.2 Fraudulent Activity and Misuse

SellOut may suspend or terminate accounts, withhold funds, or report to authorities if there is reasonable suspicion of fraud, abuse, or legal breaches.

7.3 High-Value, Bespoke, and Auction Transactions

For complex transactions (e.g., vehicles, property, bespoke items), standard consumer rights may not apply. Additional documentation and verification may be required.

7.4 Repeat Offenders

Repeated bad faith conduct (e.g., falsifying evidence, vexatious claims) may result in account sanctions, loss of privileges, or referral to enforcement agencies.

8. Platform Monitoring and Compliance

SellOut monitors disputes to detect systemic issues, enforce policies, and improve user experience. Enforcement action may be taken against patterns of misconduct or abuse.

9. Governing Law and Jurisdiction

This Policy and related obligations are governed by the laws of England and Wales. Users irrevocably submit to the exclusive jurisdiction of the English courts, except where valid arbitration agreements apply.

10. Amendments and Updates

SellOut may amend this Policy to reflect legal, regulatory, or operational changes. Material changes will be notified by email or prominent platform notice. Continued use of SellOut constitutes acceptance of updates.

11. Contact Information

SellOut Ltd

Dispute Resolution Team

Unit A 82 James Carter Road, Mildenhall Industrial Estate, Suffolk, United Kingdom, IP28 7DE

Email: support@selloutweb.com

Platform Support: www.selloutweb.com/support

12. Accessibility

SellOut Ltd is committed to ensuring that our Dispute Resolution Policy and procedures are accessible to all users. If you require this policy or any part of the dispute process in an alternative format (such as large print or easy-read), or if you need assistance due to a disability or special need, please contact our Dispute Resolution Team at support@selloutweb.com or www.selloutweb.com/support. We will make reasonable adjustments to support your access and participation.

Our online dispute process is designed to be compatible with assistive technologies and meets the Web Content Accessibility Guidelines (WCAG 2.1 AA) standard. Feedback on accessibility is welcome and will be acted upon promptly.

This Policy is compliant with all current UK legal requirements as of April 2025 and will be reviewed regularly to ensure ongoing compliance.

SellOut encourages parties to consider early-stage mediation as a time- and cost-effective alternative to formal legal proceedings, particularly where commercial relationships are ongoing.

Parties are encouraged to respond to Case Management communications within 72 hours to prevent delay or case dismissal.