

Buyer and Seller Conduct Policy

Where this policy refers to buyers and sellers it refers also to prospective Buyers and Sellers at all stages of the prospective and actual buying and selling journey.

A breach of this policy is a breach of our Terms which, amongst other things, may lead to your suspension from our Platform. (see our [Platform Terms](#) for more information).

Consumer Legal Rights are not affected.

ABOUT THIS POLICY

It is in the interests of all Buyers and Sellers to professionally and courteously deal with each other in a timely manner. In addition to any legal rights of Buyers and Sellers in relation to their communications with each other regarding the sales contract (or potential contract) for livestock or other products or with us for the use of the Platform, we are committed to providing a Platform that operates with integrity and promoting the Platform's reputation as a credible marketplace that both Buyers and Sellers can engage in positively and in good faith and enjoy the Platform experience.

1. Conduct generally

All buyers and sellers will liaise with other users whether buying or selling in a professional and courteous manner; will uphold contractual obligations to each other and will behave honestly, in accordance with the law, respectfully and in good faith in all dealings with the Platform at all stages of the buying and selling process including advert publication, messaging and at all stages of the sales contracting process between the parties.

Consumer legal rights are not affected.

2. Deliveries, returns and refunds

We are not a party to the contract between Buyer and Seller. Our role is to facilitate the contract. We do not currently give any payment guarantees or involved in disputes in relation to the contracts between buyers and sellers.

Disputes about deliveries and rights of return are very complex factually and legally especially given the nature of livestock

We do not hold funds until disputes are resolved. We explain in our [Buyer/ Seller Payments process here](#) so you are clear on how this works.

If you want to complain about the conduct of a Buyer or Seller please complete our Complaints Form [here](#).

We strongly advise that you are clear on all of your rights and obligations as a Seller and Buyer in general and in relation to livestock/hatching eggs and that you do not rely on us to resolve a dispute about your contract with the Buyer or Seller, without first taking legal advice.

See also our [Legal Guide to Selling on our Platform](#) and our [Legal Guide to buying on our Platform](#).

Consumer legal rights are not affected.

3. Complaint handling

Complaints from other Buyers or Sellers must be dealt with fairly, courteously, transparently and in good faith and in accordance with contractual rights. Consumer legal rights are not affected.

4. Buyer /Seller Dispute Resolution

Buyers and Sellers should first attempt to resolve any dispute between themselves in a timely manner and in a fair and open manner and in good faith.

If the parties cannot resolve the matter then either party may refer to us by completing the form in paragraph 5 below and we will follow the process in paragraph 5.

Please note that we are not a mediator, arbitrator or legal expert and not a party to the contract and escalation to us should not be a substitute for seeking independent legal advice. We will make one good faith attempt to resolve a dispute in accordance with the remainder of this policy, but once we have sent our Final Response as detailed below, we will be unable to take any further steps.

Consumer legal rights are not affected.

5. Dispute Resolution Escalation to OTS and our role

(a) How to escalate a Buyer/Seller dispute to us:

Please contact us in the first instance by completing this form [Report a Buyer/ Seller Dispute](#)

(b) Our Procedure in relation to a Buyer/Seller Dispute

Stage 1: Initial Response

We will acknowledge the dispute within 1 working day.

Stage 2: Investigation/Role in relation to Buyer/Seller Dispute

Please note that we are not a mediator, arbitrator or legal expert and not a party to the contract. Although we will behave with integrity and objectivity, our role as facilitator of the Platform is to uphold its integrity and credibility and response will be in line with our policies in place from time to time. We will however make one good faith attempt to resolve and this may involve a call or communication with both sides to the transaction or proposed transaction as well as the disclosure of information. If we find through our investigation that there has been any breach of this policy or a breach of our Terms it may, amongst other things, lead to your suspension from our Platform.

Consumer Legal Rights are not affected.

Stage 3: Final Response in relation to Buyer/ Seller Dispute

We aim to provide a response within 5 working days (***note that by this time any funds held by us will have been automatically released***), [Buyer/ Seller Payments process here](#). If we cannot meet this deadline, we will inform you why and provide a revised date.

Consumer Legal Rights are not affected.

This does not affect any dispute resolution mechanisms or your rights against us as detailed in our Platform Terms.

The logo for OTS (Online Trade Services) is displayed in large, bold, green capital letters. The letters are slightly shadowed, giving them a 3D appearance. The 'O' is a simple circle, the 'T' is a vertical bar with a horizontal top bar, and the 'S' is a curved shape. The background is white.