

Guidance Note: TIGA (The Theft (Interference with Goods) Act 1977)

1. Background

The Torts (Interference with Goods) Act 1977 (TIGA) is a statute that reformed the law concerning wrongs involving the disposal of goods in certain circumstances.

2. “Involuntary bailment”

One of the situations that can give rise to an involuntary bailment (such as one of those described in paragraph 4 below) between the owner of goods (the “bailor”) and the bailee (the person with whom the bailor has left the goods for a particular purpose) is where the bailor in respect of the goods has become an involuntary bailee.

TIGA in particular regulates the duties of the bailor and bailee from the time the goods are collected from the bailor. From that time the bailee has the following consequences.

It means that, from the time the goods are collected, the bailee ceases to have the same duties as before. Until that time, the bailee has a duty to take reasonable care of the goods. In addition, the bailee has a duty to take such specific measures should the goods be damaged or destroyed.

However, from the time the goods are collected, the duties are deemed by TIGA to be less. The bailee is not liable for recklessly damage or destruction of the goods. This lesser duty is known as the “involuntary bailee”. Although the bailee can deal with the goods after completion of the bailment, it is a nuisance to the bailee.

TIGA introduced a remedy for the bailor if he does not have to keep the goods in the form of a procedure which allows the goods to be lawfully sold or disposed of. We have outlined this procedure in paragraph 5 below.

If the bailee does not follow the procedure, the bailor if he is in breach of the duty of selling or otherwise disposing of the goods.

3. Abandonment of goods

There would be no need for the goods to be treated as “abandoned” if the goods have been “abandoned” is not the case. It is of an intention and an act.

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caution you against trying to dispose of goods. Instead, you will need to use the TIGA procedure in Paragraph 5 below.

4. In what situations can the TIGA procedure be used?

This can best be explained by looking at a few typical cases. In each case the person/company with whom the goods are held, i.e. the “bailee”, becomes an involuntary bailee from the moment the goods are left with them.

4.1 Property - Landlord and tenant

A tenancy/lease of property comes to an end and the landlord finds that the tenant/lessee has not been able to remove his goods from the premises. He will be expected to be able to remove his goods.

The tenant/lessee remains responsible for any damage, destroy, sell or otherwise dispose of them (and safeguard them). This will be the case even if the landlord has taken back the premises and the goods after the tenancy/lease has ended.

A similar situation arises when a landlord finds when moving in new tenants that the previous tenants have left some of their possessions there, but the landlord has not yet sold them together with the previous tenants.

Similarly, a mortgagee (e.g. a bank) might find that a debtor's property due to be sold contains goods of the debtor's which the mortgagee might find that the debtor has left behind.

In all of the above cases the landlord/tenant/lessee should take an inventory which lists and describes the items and should also consider taking photographs of the items.

In each case, the “involuntary bailee” should take an inventory which lists and describes the items and should also consider taking photographs of the items.

4.2 Vehicle parking

For the purpose of this guidance, a vehicle includes a car, van, truck, bus, coach, minibus, caravan, motorhome, bicycle, boat, or any other vehicle.

A vehicle parking operator (e.g. a car park) can park a vehicle in his premises for an agreed maximum period, usually in return for payment.

It might or might not be necessary for the operator to safeguard the vehicle. For example, a car park operator might agree to ensure that it is safe, whereas a farmer allowing free car parking on his land might merely allow free car parking on the basis that the risk of theft or damage to the cars remains with the car owners provided that the operator has taken reasonable steps to ensure the cars are safe.

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4.1 Property - Landlord and tenant

A tenancy/lease of property comes to an end and the landlord finds that the tenant/lessee has not been able to remove his goods from the premises. He will be expected to be able to remove his goods and the landlord may not be able to re-let the property.

The tenant/lessee remains responsible for any damage, destroy, sell or otherwise dispose of them (and safeguard them). This will be the case even if the landlord has taken back the premises and the goods after the tenancy/lease has ended.

A similar situation arises when a landlord finds when moving in new tenants that the previous tenants have left some of their possessions there, but the landlord has not yet sold them together with the previous tenants.

Similarly, a mortgagee (e.g. a bank) might go into possession of a debtor's property due to mortgage arrears, and the mortgagee might find that the debtor has left some of his possessions there.

In all of the above cases the landlord/tenant/lessee should take an inventory which lists and describes the items and should also consider taking photographs of the items.

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A vehicle parking operator (e.g. a car park) may agree that a person can park a vehicle in his premises for an agreed maximum period, usually in return for payment.

Specific steps must be taken to ensure the vehicle is safe. For example, a car park operator might agree to ensure that it is safe, whereas a farmer allowing free car parking on his land might merely allow free car parking on the basis that the risk of theft or damage to the cars remains with the car owners provided that the operator has taken reasonable steps to ensure the cars are safe.

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In these cases, if the vehicle is not returned at the end of the parking period, the car park operator has to refrain from deliberately damaging or destroying the vehicle or selling or disposing of it. The car park operator must also not sell or dispose of the vehicle (and any agreed obligations) when the vehicle should be returned.

4.3 Vehicle storage

This is similar to vehicle parking facilities ("bailees") will take security measures (or other measures) for specialized items, e.g. sports equipment, vehicles on a long term contract.

If the customer does not return the vehicle at the end of the agreed storage period, the company becomes a "bailee" (pending sale by it under the TIGA sale/disposal procedure) not to sell or dispose of the vehicle deliberately or recklessly.

4.4 Goods storage

This is similar to vehicle parking facilities. The "bailee" becomes an "involuntary bailee" at the end, where he then has to refrain from deliberately damaging or destroying the goods or using the TIGA sale/disposal procedure so that he then becomes a "bailee".

- Cloakroom or similar facilities for outdoor clothes, keys that customers leave with an attendant some of whom will use the keys.
- Long/short term storage of business property. This will be used by small businesses for items that would otherwise be used to store items when a person vacates their home ready for their new home. For college terms, storage of merchandise or equipment such as alarms and cameras.
- Bank safe deposits. This is "self storage" as the customer is responsible for the security of the goods.
- Leaving property with a friend. This might include leaving a car at a friend's home) or leaving a car at a golf club). You must ensure that the friend or club is aware of the arrangement and that the car is not used for any other purpose.

At the end of the agreed storage period, the company becomes a "bailee" (pending sale by it under the TIGA sale/disposal procedure) not to sell or dispose of the vehicle deliberately or recklessly.

that companies offering such facilities must take security measures and they may cater for more specialized items, e.g. sports equipment, vehicles, camper vans or vintage cars, or for commuter car parking.

At the end of the agreed storage period, the company becomes a "bailee" (pending sale by it under the TIGA sale/disposal procedure) not to sell or dispose of the vehicle deliberately or recklessly.

The following are scenarios where the storage period comes to an end, where the "bailee" then has to refrain from deliberately damaging or destroying the goods or using the TIGA sale/disposal procedure so that he then becomes a "bailee".

Restaurant, or public building where customers leave their property. It may have lockers with keys that customers collect their property. It may have CCTV. An attendant will use the keys. It may or may not be a charge for storage.

Equipment or other domestic or business property. Typically it will be used by small businesses for items that would otherwise be used to store items when a person vacates their home ready for their new home. For college terms, storage of merchandise or equipment such as alarms and cameras. It might be used for the period between leaving their old home/office and their new home/office is not ready, or by students between leaving their old home/office and their new home/office is not ready, or by other organisation to store equipment. It may include security measures such as alarms and cameras. It may be issued to the customer.

Considerations will be similar to those for vehicle parking.

Leaving property with a friend. This might include leaving a car at a friend's home) or leaving a car at a golf club). You must ensure that the friend or club is aware of the arrangement and that the car is not used for any other purpose.

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for the storage. If the friend will not become an "involuntary bailee", the friend will

Contrast this with the friend who, on holiday, the friend's friend plants: in this case, the friend's property is not in the friend's need to, and the friend agrees to look after it as a house sitter, it may be in his "possession" if you do

4.5 Vehicle repair etc

When a vehicle is taken for a breakdown recovery service, the owner should collect it once the work has been completed. If he does not, and it will then have a greater duty than that in relation to safekeeping of the vehicle that he then no longer has

4.6 Goods repair etc

Similarly, when any other work is carried out on an item, for example, shoe repairs, alterations, refurbishment of equipment, when the work is completed, the repairer etc then becomes an "involuntary bailee". He has a duty not to sell or dispose of or deliberately use the TIGA sale/disposal procedure so

4.7 Goods valuation/

Goods may not be worked on, for example, there might be items, or items might be repaired and if so what should be collected, the valuer/appraiser has completed repair etc. (3)

5. TIGA Procedure

Section 12(3) of TIGA deals with the case where the valuer has first imposed an obligation on the owner to collect them.

Notice to Collect

Section 12(2) of TIGA deals with the case where the valuer has imposed an obligation, namely by the requirements of Schedule 1.

We have included in the subfolder four different forms of Notice to Collect. (1) valuer or appraiser has completed repair etc. (3) valuer or appraiser has completed repair etc. (3)

and storage period, the friend will

the friend will agree that while you are away from home, the friend's friend plants: in this case, the friend's property is not in the friend's need to, and the friend agrees to look after it as a house sitter, it may be in his "possession" if you do

taken either by the owner or a friend who, on holiday, the friend's friend plants: in this case, the friend's property is not in the friend's need to, and the friend agrees to look after it as a house sitter, it may be in his "possession" if you do

ject of any work or process. For example, shoe repairs, alterations, refurbishment of equipment, when the work is completed, the repairer etc then becomes an "involuntary bailee". He has a duty not to sell or dispose of or deliberately use the TIGA sale/disposal procedure so

be provided in relation to them. For example, there might be items, or items might be repaired and if so what should be collected, the valuer/appraiser has completed repair etc. (3)

or dispose of items unless you have first imposed an obligation on the owner to collect them and he has then

whereby you can impose that obligation on the customer which meets the requirements of Schedule 1.

abandoned Goods subfolder four different forms of Notice to Collect. (1) valuer or appraiser has completed repair etc. (3) valuer or appraiser has completed repair etc. (3)

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ance of goods etc has been
ve been drafted in a way which
cover the cases described in

...ice to collect the customer then
...oods within the time required by
...erve on the customer a notice of
...quirements of Schedule 1, Part

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abandoned Goods subfolder four categories (1), (2) (3) and (4) under the cases described in Paragraph 11 by Commercial Tenants and Holders in our Property folder.

- intention to sell has expired, you
out several constraints on that

re you cannot ensure that the
s because you are not able to
a case, you should take legal
as how and whether it may be
to what steps you should take in

to Sell under Section 12(3) or
want to that Notice of Intention to
because of a dispute concerning
refusing to pay all or any part of
respect of the goods.

With the bailor limit or contradictory terms will prevail over the power of attorney to be exercised subject to giving

bailor owns the goods.

ction 12(3), you will be liable to
proceeds of sale, less any costs

should have adopted the best in the circumstances, and

is payable in respect of the
 accrued due before you gave
 deductible from the proceeds of

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ends only to the sale of a bailor's
dy, for completeness we should
sale to be authorised by a court
entitled to sell the goods under
had given notices under Section

h a court authorised sale. The
ect to any terms and conditions
the bailee to deduct from the
mount due from the bailor to the
that the court can direct the
ess any amount it requires to be

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(disposal procedure, or deciding if it is not collected or arranged for pickup with you, you should consider other matters on which you might want to trace or communicate with the carrier to trace or communicate with the "Goods" above.)

whether and how the TIGA
of TIGA and other provisions in

Notice to Collect or Notice of appropriate, and consider whether content and use of the draft Notice/s



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