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**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.

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**2. “Involuntary bailment”**

One of the situations that TIGA covers (such as one of those described in paragraph 4 below) between the owner of goods (the “bailor”) and the bailee with whom the bailor has left the goods for a particular purpose. The bailee can provide services for the bailor in respect of the goods.

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TIGA in particular regulates the relationship between the bailor and bailee from the time the services are completed until the bailee fails to collect the goods from the bailor. From that time the bailor becomes an “involuntary bailee” with the following consequences.

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It means that, from the time the bailee ceases to have the goods, the bailor is no longer liable for the goods. Until that time, the bailee is liable for the goods. In addition, the bailee is liable for the goods with the bailee) that the bailee should take specific measures should the goods be damaged or destroyed.

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However, from the time the goods are collected, the duties are deemed by TIGA to be those of a “voluntary bailee”. This lesser duty is known as the duty of a “involuntary bailee”. Although the bailee can deal with the goods after completion of the bailment, it is a nuisance to the bailee.

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

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If the bailee does not follow the procedure, the bailor will become legally liable to the bailor if he is in breach of the duty of care. Selling or otherwise disposing of the goods without following the procedure will become legally liable to the bailor if he is in breach of the duty of care.

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**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 sufficient. It is necessary to show an intention and an act of abandonment.

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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 in a number of typical cases. In each case the person/company with whom the goods are left, i.e. the "bailee", becomes an involuntary bailee from whom the owner ("bailor") should collect the goods:

##### 4.1 Property - Landlord/tenant

A tenancy/lease of property comes to an end and the landlord/tenant finds that the tenant/lessee has left goods at the premises. He will be expected to be able to remove them.

The tenant/lessee remains responsible for any damage, destroy, sell or otherwise dispose of (but he has no greater duty to safeguard them). This will be the case if the landlord obtained a possession order to take back the premises and the tenant/lessee made no arrangement to leave the goods after the tenancy/lease 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 bought 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/mortgagee should take an inventory which lists and describes items found and should also consider taking photographs of the items found.

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

##### 4.2 Vehicle parking

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

A vehicle parking operator (e.g. a car park) may agree that a person can park a vehicle in his car park 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 adequately guarded, whereas a farmer allowing a car to be parked 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 car is not parked in a negligent act affecting the cars.

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# S A M P L E

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 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 specific measures for specialized items, e.g. sports equipment) for 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) with a duty not to sell or dispose of the vehicle deliberately or recklessly.

**4.4 Goods storage**  
This is similar to vehicle parking facilities where the “bailee” becomes an agent for the customer at the end, where he then has a duty not to damage or destroy the goods. The customer must use the TIGA sale/disposal procedure so that he then becomes a “bailee” (pending sale by it under the TIGA sale/disposal procedure) with a duty not to sell or dispose of the goods deliberately or recklessly.

- Cloakroom or similar facilities for outdoor clothes, keys that customers leave with an attendant some of whom will usually use the keys.
- Long/short term storage for business property. This will be used by small businesses for items that would not be used to store items when a person vacates a home ready for their period of college terms, or for merchandise or equipment such as alarms and cameras.
- Bank safe deposits. These are “self storage” as the customer has the key.
- Leaving property with a friend. This might include leaving a car at a friend’s home) or at a golf club. You must ensure that the friend provides some other benefit in return for the use of the property.

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

Some companies offering such facilities provide a secure environment and other specific measures for specialized items, e.g. sports equipment, and they may cater for more specialized vehicles, camper vans or vintage cars, as well as daily commuter car parking.

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) with a duty not to sell or dispose of the vehicle deliberately or recklessly.

The following are scenarios where the “bailee” becomes an agent for the customer at the end, where he then has a duty not to damage or destroy the goods. The customer must use the TIGA sale/disposal procedure so that he then becomes a “bailee” (pending sale by it under the TIGA sale/disposal procedure) with a duty not to sell or dispose of the goods deliberately or recklessly.

• Restaurant, or public building where customers leave their property. It may have lockers with keys that customers leave with an attendant some of whom will usually use the keys. It may have CCTV. An attendant may or may not be a charge for the use of the facility.

• Long/short term storage for equipment or other domestic or business property. This will be used by small businesses for items that would not be used to store items when a person vacates a home ready for their period of college terms, or for merchandise or equipment such as alarms and cameras. It might be used for the period between a person moving home and their new home/office is not ready, or by students between leaving school and starting university, or by other organisation to store equipment. Some companies offering such facilities provide a secure environment and other specific measures for specialized items, e.g. sports equipment, and they may cater for more specialized vehicles, camper vans or vintage cars, as well as daily commuter car parking. Some may include security measures such as alarms and cameras. A key may be issued to the customer.

• Bank safe deposits. These are “self storage” as the customer has the key. Considerations will be similar to those for long/short term storage. • Leaving property with a friend. This might include leaving a car at a friend’s home) or at a golf club. You must ensure that the friend provides some other benefit in return for the use of the property.



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## **Notice of Intention to Sell**

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## **Sale of the Goods**

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- TIGA does not give the owner with the costs of unwanted storage. The owner may well wish to charge for those costs, but TIGA does not prohibit this. However, if the express terms of the contract provide for storage or delivery charges, they can be enforced.

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**6. Sale by Court Order**

Although the scope of the TIGA provisions only extends to the sale of a bailor's goods by a bailee as a result of a court order, for completeness we should also mention that TIGA does not prevent a sale to be authorised by a court where a bailee of goods is authorised to sell the goods under Section 12, or that he was authorised to do so had given notices under Section 12 and Schedule 1.

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Section 13 of TIGA sets out the powers of a court may authorise the bailee to deduct from the proceeds of sale any costs incurred by the bailee in respect of the goods, and that the payment into court of the proceeds of sale, less any amount deducted, to be held to account to the bailor.

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**7. General**

Before proceeding to issue a Notice to Collect or Notice of Intention to Sell, you should consider how to act when you have possession of goods that are not yours. You should consider whether to take legal action, and what steps you need to take advice with your solicitor, your customer, and what steps you need to take to protect your position. (See the first bullet point in the "General" section above.)

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You might also need to consider whether and how the TIGA provisions of TIGA and other provisions in the TIGA apply to your situation.

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If you do decide to use a Notice to Collect or Notice of Intention to Sell, you should consider whether you need to take legal action, and what steps you need to take before you finalise and issue the Notice to Collect or Notice of Intention to Sell.

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