# Guidance Note: TIGA (

### 1. Background

The Torts (Interference v the law concerning wr disposal of goods in cert

### 2. "Involuntary bailmen

One of the situations th (such as one of those of goods (the "bailor") and t goods for a particular pu bailor in respect of the go

TIGA in particular regula when the services are co bailee. From that time th following consequences.

It means that, from the ti bailee ceases to have th Until that time, the bailee In addition, the bailee a with the bailee) that the specific measures should

However, from the time duties are deemed by recklessly damage or de them. This lesser duty "involuntary bailee". Alth the bailee can deal with goods after completion o nuisance to the bailee.

TIGA introduced a reme he does not have to kee form of a procedure wh lawfully sold or disposed of the goods. We have o

If the bailee does not fo bailor if he is in breach selling or otherwise dispo

## 3. Abandonment of goo

There would be no nee treated as "abandoned" been "abandoned" is no of an intention and an a

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# with Goods) Act 1977)

IGA") is a statute that reformed ence, damage, destruction or

where there is an arrangement 4 below) between the owner of with whom the bailor has left the ilee can provide services for the

bailor and bailee from the time ils to collect the goods from the an "involuntary bailee" with the

Id have collected the goods, the oods that he had until that time. e reasonable care of the goods. reed (when the goods were left han that and/or that some very he goods.

ave collected the goods, these a duty not to deliberately or t to sell or otherwise dispose of because he has become an still places constraints on how h he did not agree to store the if keeping the goods becomes a

exercise in this situation so that TIGA provides a remedy in the ailee, enables the goods to be bugh the bailee is not the owner Paragraph 5 below.

will become legally liable to the ain from damaging, destroying,

ocedure if the goods could be lishing that goods have *in law* ssitates showing good evidence ndon them. We would strongly

1

caution you against tryir goods. Instead, you w Paragraph 5 below.

#### 4. In what situations car

This can best be explain person/company with wh "involuntary bailee" from goods:

4.1 <u>Property - Landlo</u> A tenancy/lease of prop premises and the landlo finds that the tenant/less keen to be able to remov

The tenant/lessee rema damage, destroy, sell safeguard them). This w to take back the premise goods after the tenancy left them..

A similar situation arises finds when moving in possessions there, but buyer together with the p

Similarly, a mortgagee (e debtor's property due to mortgagee might find that

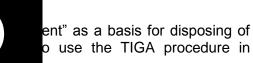
In all of the above cases lists and describes item photographs of the items

In each case, the "involu

4.2 <u>Vehicle parking</u> For the purpose of this coach, minibus, caravar bicycle, boat, or any othe

A vehicle parking opera can park a vehicle in his usually in return for payn

It might or might not b safeguard the vehicle. For agree to ensure that it whereas a farmer allow merely allow free car pa the basis that the risk o owners provided that the



### sal procedure be used?

typical cases. In each case the ft, i.e. the "bailee", becomes an mer ("bailor") should collect the

ller

the tenant/lessee vacates the ises. On doing so the landlord oods at the premises. He will be an re-let the property

ds, and the landlord may not ut he has no greater duty to ord obtained a possession order ade no arrangement to leave the tenant/lessee should not have

erty completes the purchase but e seller has left some of his that they would be sold to the

er) might go into possession of a ntial mortgage arrears, and the e of his possessions there.

should take an inventory which nd should also consider taking nd was not left behind.

TIGA sale/disposal procedure.

includes a car, van, truck, bus, ctor, motorcycle, motorscooter,

ailee") may agree that a person for an agreed maximum period, ut payment.

becific steps must be taken to of an undercover car park might ints or provide regular patrols, eld near a caravan park might caravans in an adjacent field on the cars remains with the car negligent act affecting the cars. In these cases, if the ve parking period, the car p has to refrain from delib or selling or disposing of sell or dispose of the vel (and any agreed obligati when the vehicle should

4.3 <u>Vehicle storage</u> This is similar to vehic facilities ("bailees") will security measures (or specialized items, e.g. s vehicles on a long term of

If the customer does no period, the company be the TIGA sale/disposal deliberately or recklessly

4.4 <u>Goods storage</u> This is similar to vehicle the "bailee" becomes an end, where he then has damage or destroy the procedure so that he the

- Cloakroom or sin outdoor clothes, keys that custom an attendant som attendant will usu use.
- Long/short term business property will be used by s items that would used to store iten when a person va ready for their p college terms, merchandise or such as alarms a
- Bank safe depos "self storage" as
- Leaving property This might includ might be on the friend's home) or golf clubs). You n

that compared the end of ailee" (per ailee" (per ailee" (per ailee" (per ailee" (per ailee" (per ailee of compared the storage ose or deliver and the storage ose ose os deliver and the storage ose ose os deliver and the storage ose ose os deliver and the storage ose os deliver a



ve the vehicle at the end of the etc, as "involuntary bailee" then haging or destroying the vehicle y out the TIGA procedures and er duty which previously applied hicle) fall away as from the time

that companies offering such environment and other specific and they may cater for more ehicles, camper vans or vintage / commuter car parking.

the end of the agreed storage ailee" (pending sale by it under ity not to sell or dispose or rehicle.

e following are scenarios where the storage period comes to an ose or deliberately or recklessly an use the TIGA sale/disposal he goods:

aurant, or public building where e left. It may have lockers with pllect their property. It may have ot at all. It may have CCTV. An may or may not be a charge for

uipment or other domestic or wn as "self storage". Typically it r office is too small to store all were not so limited. It may be . It might be used for the period and their new home/office is not here, or by students between other organisation to store may include security measures ber issued to the customer.

considerations will be similar to

while you are away on holiday. the item while you are away. It s at a certain location (e.g. the ewhere to be used (e.g. a car, vide some other benefit in return

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for the storage. become an "invol

Contrast this with on holiday, the fr plants: in this cas your property is need to, and ma friend agrees to may be in his "po property if you do

4.5 <u>Vehicle repair etc</u> When a vehicle is take breakdown recovery ser owner should collect it or been completed. If he do and it will then have a recklessly damage or de to safekeeping of the ve that he then no longer ha

4.6 <u>Goods repair etc</u> Similarly, when any othe example, shoe repairs, r alterations, refurbishmer equipment, when the wo the repairer etc then bec dispose of or deliberatel used the TIGA sale/dispo

4.7 <u>Goods valuation/</u> Goods may not be worke For example, there migh items, or items might b repaired and if so what collected, the valuer/app TIGA procedure but in th repair etc.

#### 5. TIGA Procedure

Section 12(3) of TIGA d have first imposed an ob failed to collect them.

#### Notice to Collect

Section 12(2) of TIGA obligation, namely by requirements of Schedul

We have included in the different forms of Notice appraiser has complet completed repair etc. (3)

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d storage period, the friend will

agree that while you are away to feed your cat or water your me when agreed, since none of nd's "possession", he does not your property. Similarly, if the pok after it as a house sitter, it may not dispose of any of your

ken either by the owner or a vork to be carried out on it, the be delivered once the work has becomes an "involuntary bailee" or dispose of or deliberately or greater duty than that in relation IGA sale/disposal procedure so

ect of any work or process. For nic items, dry cleaning, clothing naintenance/modification of any em should have been collected, lee". He has a duty not to sell or or destroy the item until he has

be provided in relation to them. on of jewellery, furniture or other o advise whether they can be d be for that repair. If not then luntary bailee". He can use the he duty as in the case of Goods

or dispose of items unless you to collect them and he has then

hereby you can impose that e customer which meets the <u>ce to Collect</u>").

bandoned Goods subfolder four the following cases (1) valuer or (2) vehicle repairer etc has e or vehicle parking period has come to an end (4) R completed. These Notice should enable you eas Paragraph 4.2 to 4.7 abo

#### Notice of Intention to S

Section 12(3) provides the fails to collect or arrange the terms of that notice to your intention to sell the 2 of TIGA ("Notice of Inte

We have included in the forms of Notice of Intent "Notice to Collect" above 4.1 can be found in the Property Left Behind by

#### Sale of the Goods

Once the period of notice may lawfully sell the goo sale, as follows.

- Section 12 deals customer will act trace or commur advice as whethe used to provide a the circumstance
- You cannot give exercise your righ Sell at a time whe the goods, the o what the bailee c
- If the agreed term any right given to TIGA rights, and full effect to those
- You must be reas
- If you exercise yo account to the ow of sale, and:

(a) it must b method of s

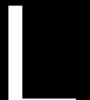
(b) where (a goods by th Notice of In sale.













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

tice to collect the customer then oods within the time required by erve on the customer a notice of equirements of Schedule 1, Part

bandoned Goods subfolder four gories (1), (2) (3) and (4) under cases described in Paragraph by Commercial Tenants and olders in our Property folder.

ntention 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 ant to that Notice of Intention to because of a dispute concerning efusing to pay all or any part of respect of the goods.

ith the bailor limit or contradict ed terms will prevail over the be exercised subject to giving

bailor owns the goods.

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

hould have adopted the best in the circumstances, and

h payable in respect of the crued due before you gave ductible from the proceeds of  TIGA does not g unwanted storag costs, but TIGA other clear lega originally agreed charges, they car

# 6. Sale by Court Order

Although the scope of a goods by a bailee as a also mention that TIGA where a bailee of good Section 12, or that he w 12 and Schedule 1.

Section 13 of TIGA se court may authorise the that it wishes to impoproceeds of sale any c bailee in respect of t payment into court of th deducted, to be held to

### 7. General

Before proceeding to it how to act when you delivery of goods that whether to take legal need to take advice we customer, and what st him. (See the first bulle

You might also nee sale/disposal procedur Section 12 do or might

If you do decide to u Intention to Sell, you sh you need to take legal before you finalise and



ge the owner with the costs of well wish to charge for those s for doing so, and there is no lowever, if the express terms e provide for storage or delivery

nds only to the sale of a bailor's by, 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 nount due from the bailor to the that the court can direct the ess any amount it requires to be

disposal procedure, or deciding s not collected or arranged for with you, you should consider her matters on which you might t trace or communicate with the ry to trace or communicate with Goods" above.)

whether and how the TIGA of TIGA and other provisions in

Notice to Collect or Notice of propriate, and consider whether nt and use of the draft Notice/s