



The National
Association
of Jewellers

NAJ Code of Practice: Uncollected Items

1. 'Notice'

A 'notice' should be your first action and would impose on your customer 'an obligation to take delivery of the goods.'

It is sufficient for traders to have a notice, which is easily visible to consumers, stating how long they will keep goods after repair and an intention to dispose of them after this date. In addition, this information could be included on the receipt.

The trader may need to send a letter by recorded delivery if no notice is displayed.

This should be in writing and either delivered by hand, left at your customer's proper address, or sent by Recorded/Special Delivery post. It should specify the following:

1. Name and address of your customer
2. Detailed particulars of the goods and the address or place where they are being held
3. Specify that the goods are ready
4. Specify the amount (if any) which became payable before the giving of the notice

2. 'Notice to Sell'

You must allow a reasonable amount of time to pass (two weeks to a month) before the second step, which is sending a 'Notice to sell'. This should be in writing and sent by Recorded/Special Delivery post, and it should specify the following:

1. Name and address of your customer
2. Sufficient particulars of the goods and the address or place where they are being held
3. The date on or after which you propose to sell the goods
4. The amount (if any) which will be retained by you following the sale, to cover the cost of repairs and any other reasonable costs

5. The period between giving the Notice, and the date specified in the Notice as that on or after which you propose to exercise the power of sale, shall give your customer a reasonable amount of time to collect the goods
6. If any amount is payable for the repair, the period (mentioned above) shall not be less than three months.

Important Note

You cannot give a notice to sell where there is a dispute, concerning the goods, between you and the customer, where they are withholding some or all of the payment you claim is due.

Should you not be able to contact your customer, you must be able to show a court that you have taken reasonable steps to find the customer, should they not be at the address you have noted for them. e.g., Placing a sign in your store window, on social media or your website or a notice in the newspaper for no less than three months for the customer to see it. When you have sold the goods, you may only take the monies owing to you for the repair, and the rest of the money must be given to your customer if they make contact. You may claim any reasonable costs associated with the sale of the item, such as advertising costs, which can be deducted along with the original repair cost. Any monies remaining must be retained for a minimum period of six years.

Useful Links and Further Reading

Torts (Interference with Goods) Act 1977
(legislation.gov.uk)