

# F Giles Garden Machinery: Uncollected Goods Policy

## 1. Purpose & Scope

This policy sets out the terms regarding the collection of lawnmowers, chainsaws, hedge trimmers, and all other machinery or equipment left with **F Giles Garden Machinery** for diagnostic estimates, servicing, or repair. Because workshop and storage space is limited, this policy ensures the efficient rotation of workshop space and outlines our legal rights regarding abandoned items under the **UK Torts (Interference with Goods) Act 1977**.

## 2. The 3-Month (90-Day) Timeline

The **3-month holding period** begins the exact day F Giles Garden Machinery issues the first notification that your machinery is ready for collection or that a diagnostic quote is complete.

Time Elapsed Since Initial Notice	Policy Status & Action Taken
<b>Months 1 &amp; 2</b> (Days 1–60)	<b>Standard Collection Window:</b> No storage fees apply. Regular standard reminders will be sent via SMS, email, or telephone.
<b>Month 3</b> (Days 61–90)	<b>Final Notice &amp; Storage Period:</b> A formal statutory notice under the <i>Torts (Interference with Goods) Act 1977</i> will be sent via trackable post and email. A storage fee of <b>£5.00 per week</b> will begin to accrue to offset space limitations.
<b>Day 91+</b> (3 Months+)	<b>Legal Abandonment &amp; Cost Recovery:</b> The machinery is legally deemed abandoned. F Giles Garden Machinery will initiate sale or disposal proceedings to recover outstanding parts, labour, and storage costs.

## 3. Notification Process

To strictly comply with UK legal frameworks and protect your rights, we follow a rigorous notification procedure using the contact details you provided at booking:

- Initial Notification (Day 1):** SMS, email, or phone call informing you that work is complete and stating the total balance due.
- Follow-up Reminders (Day 30 & Day 60):** Reminders issued via your preferred communication method.
- Statutory Final Notice (Day 75):** A formal written notice sent via **Recorded/Signed For delivery**. This notice will state that the goods are ready for collection, detail the final

amount due, specify where they are held, and explicitly state that if they are not collected by Day 90, they will be sold or disposed of.

#### **4. Right of Disposal, Sale, and Cost Recovery**

If machinery remains uncollected on **Day 91**, F Giles Garden Machinery reserves the right to exercise its legal powers of sale under Section 12 of the *Torts (Interference with Goods) Act 1977*:

- **Sale of Machinery:** We will sell the item at a fair market value (second-hand market rate) to satisfy the unpaid debt (parts, labour, and accrued storage fees).
- **Proceeds of Sale:** If the sale proceeds exceed the total amount owed to us, the net balance will be held in a secure account for you to claim for a reasonable statutory period, minus our administrative and selling costs. If the sale does not fully cover your bill, you remain liable to F Giles Garden Machinery for the remaining debt, which may be pursued via small claims court.
- **Scrap & Recycling:** If the machinery has no commercial resale value, it will be responsibly recycled or scrapped. Disposal fees may be added to your outstanding account.

#### **5. Hardship, Delays, and Extensions**

We understand that unexpected life events occur (such as illness or sudden travel). If you realize you cannot collect your garden machinery within the 3-month window, you must contact us **in writing before the 90-day mark** to formalize an alternative arrangement. Extensions are granted solely at management's discretion and may require a partial payment toward the outstanding invoice or a pre-agreed holding fee.

#### **⚠ Customer Acknowledgment**

By leaving your machinery with F Giles Garden Machinery for diagnostics, servicing, or repair, you explicitly agree to these terms. You acknowledge that failure to pay for and collect your equipment within 3 months of notice gives F Giles Garden Machinery the legal right to sell or dispose of your property to recover our costs under the *Torts (Interference with Goods) Act 1977*.