

Uncollected goods

Anyone can talk to a lawyer for free at Tasmania Legal Aid.

To get free legal information call 1300 366 611, drop into our Hobart or Launceston office (no appointment necessary) or use the Legal Talk chat function on our website. We are open Monday to Friday, 9am to 5pm.

A lawyer can listen to your story and help identify the next steps you can take.

Information about goods that have been left for repair but never collected.

A customer hasn't collected their goods – what can I do?

If you are a business owner and in possession of goods that were given to you in the course of a business agreement to repair or provide a service, you may be entitled to sell the goods if the owner of the goods:

- has not paid for the service or repair
- has not collected the goods
- has failed to provide instructions for delivery after paying for the service or repair.

You can only exercise this right to sell if the following conditions have been satisfied.

- A notice is served on the owner and every other person you know who has a claim or interest in the goods at the time you gave notice.
- The notice states that the goods are ready for collection.
- A copy of the notice is served on the Commissioner for Police – you can do this by sending it by registered post to The Commissioner, Tasmania Police, GPO Box 308, Hobart Tasmania 7001
- If the item is a motor vehicle, the notice must also be published in the [Gazette](#) at least 6 months before the notice of intention to sell is given.

What kind of notice do I need to give?

When issuing a notice saying that goods are ready for collection, the notice must:

- be in writing
- describe the goods
- state that the goods are ready for collection and specify where the goods are to be collected from
- if payment for the service is still owing, a statement must also be included which outlines the amount owing and how this has been calculated
- state that, if the owner does not pay any amount owing and does not either collect the goods or arrange for collection of the goods within 6 months of the notice, then they will be sold according to the law in the *Disposal of Uncollected Goods Act 2020*.

How do I serve the notice?

The notice must be served by:

- delivering it to the owner, or
- leaving it for them at their last known home address or place of business with a person at that address who is aged 16 years or older, or
- sending it by registered post to their last known home or business address.

When can I sell the items?

If the goods stay uncollected and 6 months has passed from serving the notice saying the goods are ready for collection, you may then serve a notice of intention to sell the goods.

The notice of intention to sell the goods must:

- be in writing
- describe the goods
- state the date the notice of collection was served on the owner
- if there was a dispute between you and the owner, state the date the dispute was resolved
- state that if the owner does not pay any amount outstanding and either collect or arrange for delivery of the goods within one month of the date giving notice, the goods will be sold according to the law in the *Disposal of Uncollected Goods Act 2020*.

The notice of Intention to sell the goods may be served in the same way as the notice for collection.

If one month passes and the goods are still uncollected and any monies are still unpaid, you may sell the goods. The goods may only be sold by public auction. You may request that a [Court Bailiff](#) to conduct the auction on your behalf.

What must I do after the sale?

Within 7 days of the sale of uncollected goods, you must prepare a record with the following information:

- a description of the goods
- the date and place of sale
- the name, business address and name of the person who conducted the sale
- the amount of the gross proceeds of the sale
- a statement detailing each of the charges owing on each item and the transaction each item relates to.

This record and notice of intention to sell the goods must be kept for 6 years. Failure to do this is an offence.

How do I calculate my charges?

When doing your calculations, you can include the following charges.

- Any amount agreed between the owner and yourself for the charge of the original repair or service. If no amount was agreed on, a reasonable amount may be charged.
- A reasonable charge for storing the goods from the date the notice of collection was served or, if there was a dispute between yourself and the owner, the date the dispute was resolved and the date of sale of the goods.
- Any costs relating to the sale.
- The costs, if any, for insuring the goods during the time between serving the notice of collection and the sale.

What do I do with any proceeds of the sale?

Where proceeds of the sale exceed the amount owed to you, the owner of the goods may recover this amount as a debt owed to them.

If within 12 months you have been unable to pay the amount owed to the owner of the goods (e.g. you can't locate that person), you must deposit that sum of money with the Treasurer. You must also provide the Treasurer with the record of sale and the notice of intention to sell the goods. Failure to do this within one month of this period is an offence.

If, however, the proceeds of the sale do not cover the amount owed to you, you can recover the outstanding amount from the owner.

What if the goods were subject to a hire-purchase agreement?

If, before beginning the repair or service on the goods, you were aware that the goods were subject to a hire-purchase agreement, you are unable to sell these goods.

What if the owner disputes the charges?

If, before serving the owner of the goods with a notice of intention to sell goods, the owner disputes the charges, refuses to take delivery or

give directions as to their delivery on the grounds that the charges are excessive or that the owner is not satisfied that the repair or other work has properly been carried out, you cannot sell the goods until the dispute has been resolved.

A dispute will be treated as having been resolved if you give notice to the owner saying that unless the owner objects within one month of receiving the notice, the dispute will be treated as having been resolved.

If the owner objects, the dispute will need to be referred to the Magistrates Court to be decided. If the owner of the goods objects, you should seek legal advice.

This is written for people who live in or who are affected by the laws of Tasmania, Australia. The law changes all the time – this information is not legal advice. If you have a legal problem, you should talk to a lawyer before making a decision about what to do.