

## UNCOLLECTED GOODS - NSW

### What are uncollected goods?

Where goods are left for repair or other treatment in the course of a business, problems often arise when the goods are not paid for, or the customer pays but does not collect them.

Where goods have not been collected for a period of time, a trader may follow the procedures set down by the Uncollected Goods Act 1995 to dispose of the goods and to cover any costs involved in repairing and/or storing the goods.

### Disposal procedures and notification

How a trader can dispose of uncollected goods depends on their value.

### Dealing with disputes

Local Courts administer the laws relating to uncollected goods and can be contacted for further information in the event of a dispute.

Value of Goods	Manner of Disposal
Less than \$100	The trader must give a verbal or written notice to the customer that they intend to dispose of the goods. If the goods remain uncollected after 28 days of that notice, they may be disposed of in any such manner as the trader considers appropriate.
Between \$100 and \$500	The trader/store must give written notice to the consumer, and each other person claiming an interest in the goods that they intend to dispose of the goods. If the goods remain uncollected after 3 months of that notice, they may be disposed of by public auction or private sale for a fair price.
Between \$500 and \$5,000	The trader can only dispose of the goods by public auction and only if: • written notice has been given to the consumer and each other person claiming an interest in the goods that he intends to dispose of the goods; and • the goods remain uncollected after 6 months of that notice; and • a copy of that notice is published, at least 28 days before the goods are disposed of, in a daily newspaper circulating throughout NSW.
Over \$5000	Goods worth more than \$5,000 can only be disposed of with a court order

### What information must a notice contain?

Any notice regarding uncollected goods must include:

- the traders name;
- a description of the goods;
- an address where the goods can be collected;
- a statement of any relevant charges (eg freight and storage costs) and if the trader is planning to take money out of the sale to cover those charges;
- a statement that on or after a specified date, the goods will be sold or kept by the trader unless they are first collected and the relevant charges are paid.

These charges should be agreed to by the trader and the customer in the warranty or repair agreement, but should not include any profit. In other words, the charges should only reflect the actual cost to the trader for storing, maintaining or insuring the goods. Any money made above those costs should go to the Commissioner of Unclaimed Money.

### For more details in NSW, contact

Office of State Revenue

P: 02 9685 2123 or

1300 366 016

Note: There is specific legislation relating to the disposal of goods;

Held by a pawnbroker (Pawnbrokers and Second-hand Dealers Act 1996, Part4, Section30)

Left by a tenant (Residential Tenancies Act 1987, Division 5) or a

Resident of a retirement village (Retirement Villages Act 1999, Division 7, section (146-148))

This fact sheet provides information only and should not be taken as legal advice. Contact the appropriate office in your state for further information