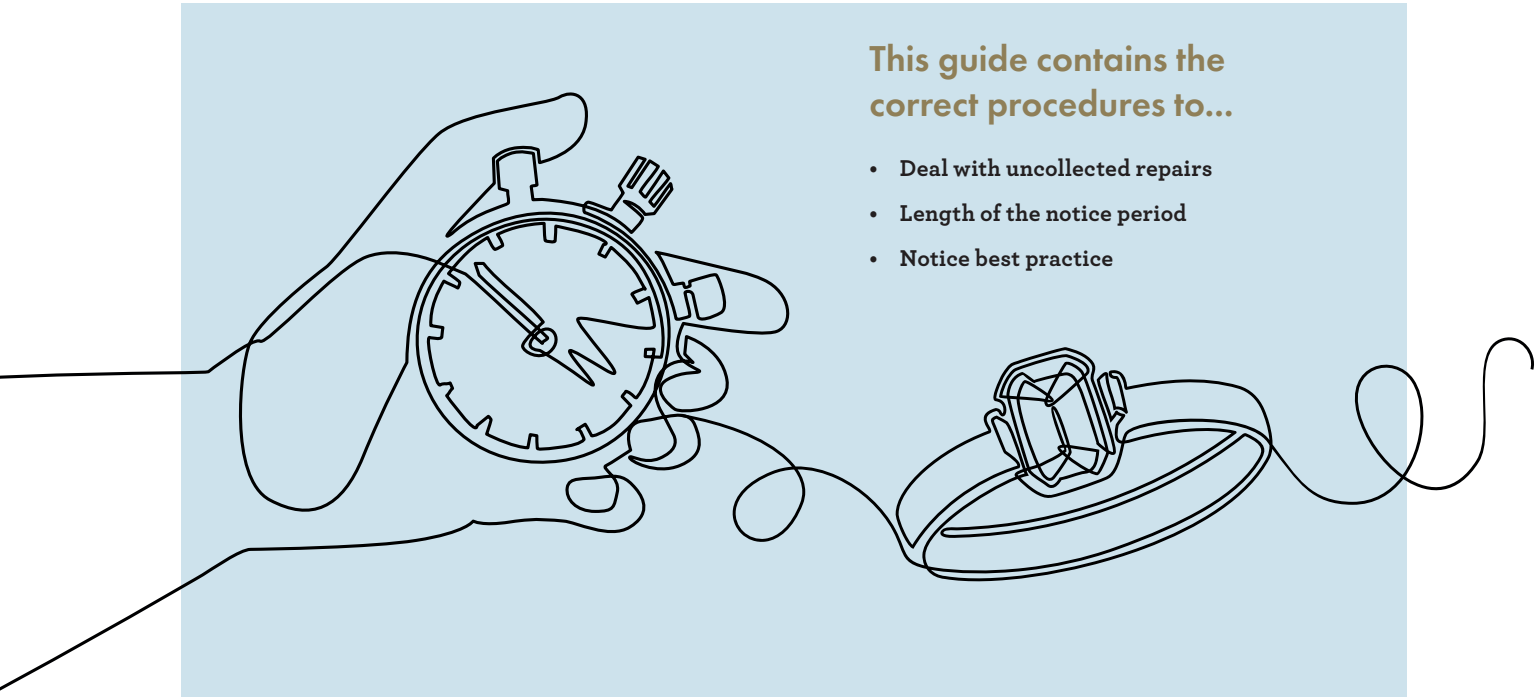
NAJ Code of Practice

UNCOLLECTED ITEMS

Version 1. November 2022.



This guide contains the correct procedures to...

- **Deal with uncollected repairs**
- **Length of the notice period**
- **Notice best practice**

This Code of Practice (CoP) outlines the legal requirements that all NAJ members who repair jewellery, watches, silverware and associated products must abide by to demonstrate a professional business.

It summarises the legal and professional practice requirements that NAJ members must observe and follow.

If a member was to act outside of the norms outlined in the CoP, they may be subject to disciplinary action or criminal sanctions by Trading Standards, or be in breach of legislation resulting in dismissal from the Association.

An NAJ CoP is a set of written rules explaining how jewellery businesses should behave, and it encompasses relevant legislation but is not the law in itself.

Shaping professional excellence in jewellery businesses and their people

The National Association of Jewellers

NAJ Code of Practice: Uncollected Items

The National Association of Jewellers

Uncollected Items

Uncollected repairs are a minor problem for most jewellery retailers but something we could all do without. It means less space in the safe and less money in the till. It is, in effect, a free storage facility, and a bank vault would certainly not be quite so generous.

When taking goods in, ensure you make a note of the full contact details for your customer, that is name, address, email and telephone number. If they have a secondary email or telephone number take that too. A reasonable time for your customer to collect their repair would be six months. However, it is possible to send a 'Notice' (see below) at any time after the repair treatment has been carried out, provided that the terms (expressed or implied) were that the goods would be collected when the repair is completed.

The most effective deterrent is a disclaimer on your repair receipts, e.g., Goods must be collected within six months of notification that your repair is ready.

So, your customer fails to pick up their repair. What do you do? Can you get your money back? The answer is yes. The action you should take is two-fold and should be strictly adhered to. It comes under the 'Bailee's power of sale' TORTS (Interference with Goods) Act 1977.

Did you know?

It is sufficient for traders to have a notice, which is easily visible to consumers, stating that goods will be kept for a minimum of 6 months after the repair and an intention to dispose of them after this date. To comply with this guidance it should be no less than 6 months. As best practice this information should be repeated on the receipt.

Get Professional Support

As an NAJ member you benefit from access to the Better Business helpline service, resource library and online toolbox, giving you information, ideas and support to make sure you are working legally, profitably and sustainably.

visit **naj.co.uk/bb**
email **membership@naj.co.uk**
call **0121 237 1110**

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

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2. 'Notice to Sell'

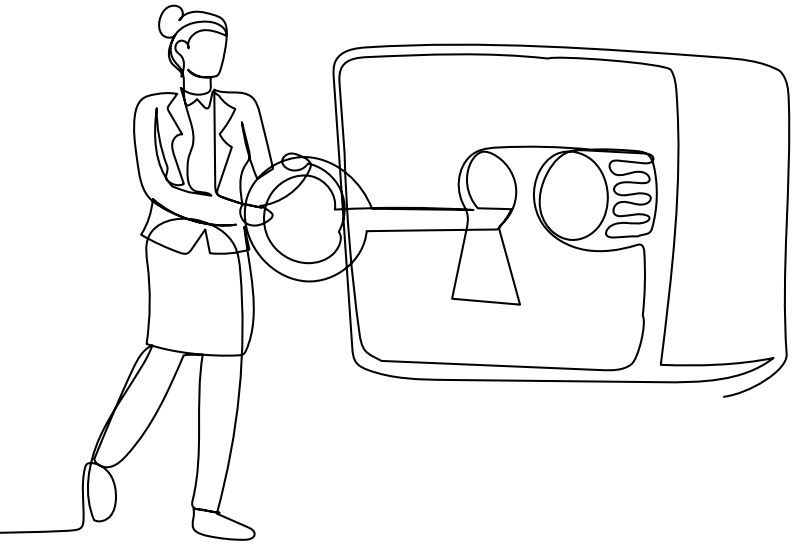
You must allow a reasonable amount of time to pass (two weeks to a month) before the second step, which is sending a '*Notice to sell*'. This should be in writing and sent by Recorded/Special Delivery post, and it should specify the following:

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)

PRIMARY AUTHORITY PARTNERSHIP WITH
Buckinghamshire&Surrey trading standards

The National Association of Jewellers

NAJ Disciplinary Procedure Tree

Official complaint raised against NAJ member

Where can I report an issue?
In your first instance, you should report a perceived breach of the Code to the NAJ's Compliance Officer.
visit **naj.co.uk/resolve**
email **compliance@naj.co.uk**
call **0121 237 1110**

1 Preliminary investigation (by NAJ Compliance Officer)

Complaint not upheld → No further action

Upheld (ie: potential breach of the Code of Conduct)

2 Further investigation (recommendations made to member)

Member adheres to recommendations → No further action

Member fails to act in given timeframe

3 Formal Investigation (by NAJ Disciplinary Panel)

Allegation dismissed → No further action

Allegation upheld

4 Member instructed to take remedial action and/or membership suspended or terminated

Member complies → No further action

Member fails to comply → Membership suspension or termination

Right of appeal

5 Appeals panel review

Decision overruled → No further action

Decision confirmed.
Penalty imposed or voided

To view all Codes of Practice and the full disciplinary procedure
visit **naj.co.uk/member-documents**
email **membership@naj.co.uk**