“Abandoned Product” Policy – the Kenilworth Centre

the Kenilworth Centre (tKC) strives to offer customers the best service possible by making considerable efforts and investments in our Policies, Procedures and Processes to improve our Management Systems and our customers’ experience. Abandoned customer goods, from this point referred to as “Abandoned Goods”, can be a problem for the Kenilworth Centre, and is one which cannot be accommodated. Storage is limited at the Centre and is reserved for active users with multiple weekly bookings.

We have implemented this “Abandoned Goods” Policy to highlight the steps we will take should customer product/s be abandoned on our sites and to state what we will do with the “Abandoned Goods” if a dept is outstanding. Our “Abandoned Goods” Policy refers to a customer’s product or belongings which have been permitted to be stored at tKC, for the period of the users hire and not more than two weeks after the hire period has ended.

Under the Torts (Interference with Goods) Act 1977, customers who leave goods with tKC are under obligation to collect them, and we are entitled to dispose of or sell the goods if they remain uncollected after due process is followed, outlined below, and are not otherwise the subject of a dispute.

If there is an outstanding dept to tKC, tKC can withhold “Abandoned Product” until the debt has been cleared and recycle or otherwise dispose of or sell the item/s as a loss recovery measure for any outstanding debt owed to tKC, or the fund will be donated to tKC charity, after a 90 period,

Outline of steps and procedure:

If the goods are not removed within the two weeks after the hire period has ended, the following process will be adhered to:

1. The Kenilworth Centre will make every reasonable and best effort to contact the customer by telephone, letter and email (where such methods of contact are available) during **a 28 day period** after the end of the hire period**,** and if after this time, the goods have not been collected / and or we have received no contact from the customer we will implement this “Abandoned Goods” Policy and Procedure.
2. After the above period of **28 days**, tKC will send the owner of the goods written notice of:
   1. Their obligation to collect the goods; Details of where the goods are to be collected and the full address at which they are held with contact details;
   2. Details of any sum of money owing at the time the notice is sent (e.g. room hire, repair charges, storage costs etc.)
   3. If there is an outstanding dept to tKC, tKC can withhold “Abandoned Product” until the debt has been cleared.

This notice may be delivered directly to the owner, left at his/her proper address or posted to his/her proper address. The 'proper address' means, in the case of a limited or public limited company, the registered office or principal office; in any other case, it is the last known address of the owner.

1. If the notice does not result in collection of goods and payment of outstanding debt we will send the owner, by recorded delivery/registered letter:

Notice of our intention to dispose of/sell the goods if they remain uncollected, and the date of the intended disposal/sale. It is acceptable for both of these notices to be sent at the same time, as long as both notices are sent by recorded delivery/registered letter.

The owner of the goods will be given **90 days** from the date of posting of the second notice to reclaim the goods and settle their account.

If the owner still does not collect the goods by the date stated in our second notice, we are legally permitted to dispose of/sell the goods and pass “good title” to any purchaser.tKC’s objective in disposing/selling “Abandoned Goods” is to recover the costs incurred by the tKC (such as room hire, labour, advertising costs for the sale, storage costs, etc.). After costs have been recovered, if there is any amount remaining, this will be sent to the previous owner of the goods. If for any reason tKC cannot contact the previous owner, the funds from the sale will be held for a period of six years, after which time the previous owner will be statute barred from suing for any proceeds from the sale, and the Act is not retrospective.

Adequate information regarding this Policy will be made available for our customers and a copy can be viewed or requested at any time.

This Policy has been created and implemented to ensure clear lines of communication with our customers, and we appreciate their understanding and co-operation in this matter. Further information, advice and guidance can be sought from Citizens’ Advice Bureau (CAB).

Reviewed: September 2023