

Please can you provide details as to when site occupancy will end for the following DSA vocational test centres:

Poole, Botley, Lancing, Hastings, Guildford, Gillingham, Canterbury, Reading/Newbury, Culham, Rookley, Leighton Buzzard

Excepting the 3 sites listed below, all the named vocational test facilities are occupied by way of Civil Estate Occupation Agreements. These are agreements between Government Departments for the use of property and the terms of occupation are set under a standard Memorandum of Terms of Occupation (MOTO) agreement. This agreement is akin to a licence agreement but as the letting is between Government Departments it is not a legal agreement enforceable at law. The MOTO agreements at the named vocational test facilities can only be terminated with a full year's notice. The key service date for these MOTO agreements is 31 March. DSA had received no notices by the close of financial year 2010-11, meaning that DSA has rights to occupy these sites until at least 31 March 2013.

For all but 3 of the sites referred to DSA is party to a MOTO agreement with the Vehicle Operator Services Agency (VOSA) who lease or own the sites. VOSA are seeking to reduce the size of their estate and conduct more of their testing from customer sites known as authorised testing facilities. DSA is also taking a similar approach by looking to open more customer sites as vocational testing locations. It is therefore possible that the notice period included in the MOTO agreement may be waived if either party believes they are able to meet demand for their respective tests from customer premises. However, no decision has been taken on that basis with regard to any of the locations listed.

Of those sites which are not occupied under MOTO agreements:

- Culham is held by way of a lease which expires in September 2016. However, as tenant, DSA is protected by the Landlord and Tenant Act (1954). The Act guarantees DSA's continued occupation post-2016 unless the landlord has legitimate grounds to terminate the lease. The notice to terminate the lease can not be served before September 2015, but can be served anytime after September 2016 with a minimum of 6 months notice. Legitimate grounds for termination include: tenants failure to comply with repair, use and rent payment obligations under the lease, suitable alternative premises are offered by the landlord, landlord intends to demolish or rebuild premises.
- Reading LGV was a freehold site and was sold on 19 April 2011 after being closed in December following fire damage.
- Rookley LGV is a freehold site and DSA currently has no plans to dispose of this site.

The information supplied to you continues to be protected by copyright. You are free to use it for your own purposes, including for private study and non-commercial research, and for any other purpose authorised by an exception in current copyright law. Documents (except photographs) can be also used in the UK without requiring permission for the purposes of news reporting. Any other re-use, for example commercial publication, would require the permission of the copyright holder.

Most documents supplied by the Driving Standards Agency will be protected by Crown Copyright. Most Crown copyright information can be re-used under the Open Government Licence (<http://www.nationalarchives.gov.uk/doc/open-government-licence/>). For information about the OGL and about re-using Crown Copyright information please see The National Archives website - <http://www.nationalarchives.gov.uk/information-management/uk-gov-licensing-framework.htm> .

Copyright in other documents may rest with a third party. For information about obtaining permission from a third party see the Intellectual Property Office's website at www.ipo.gov.uk.