



Ministry
of Defence

Secretariat
Defence Infrastructure Organisation
Kingston Road
Sutton Coldfield
B75 7RL

E-mail: diosec-parli@mod.uk
www.gov.uk/DIO

5 September 2017

Ref. FOI2017/07780

Dear [REDACTED]

Thank you for your email of 5 August 2017 requesting the following information:

"Please can you supply a copy of the Encroachment Order for non crown owned vessels, using the under cover storage boat facility / shed at the Joint Services Adventurous Sail Training Center, Haslar Road, Gosport, PO12 2AQ."

I am treating your correspondence as a request for information under the Freedom of Information Act 2000 (FOIA).

A search for the information has now been completed within the Ministry of Defence (MOD) and I can confirm that all the information in scope of your request is held.

The information you have requested can be found enclosed at annex A, B & C

Under Section 16 of the Act (Advice and Assistance) please note that this form is currently under review by the Defence Infrastructure Organisation (DIO) and will not be the form of agreement that will be issued in the future.

If you have any queries regarding the content of this letter, please contact this office in the first instance.

If you wish to complain about the handling of your request, or the content of this response, you can request an independent internal review by contacting the Information Rights Compliance team, Ground Floor, MOD Main Building, Whitehall, SW1A 2HB (e-mail CIO-FOI-IR@mod.uk). Please note that any request for an internal review should be made within 40 working days of the date of this response.

If you remain dissatisfied following an internal review, you may raise your complaint directly to the Information Commissioner under the provisions of Section 50 of the Freedom of Information Act. Please note that the Information Commissioner will not normally investigate your case until the MOD internal review process has been completed. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Further details of the role and powers of the Information Commissioner can be found on the Commissioner's website at <https://ico.org.uk/>.

Yours sincerely,

DIO Secretariat



Joint Services Adventurous Sail Training Centre

Invoice To:

Invoice	
Date	Invoice No

For price list see JSASTC TM 15/12 dated 02 April 2012

Item	Description	Amount
JSASTC		£incl VAT
Vat % @20%	Subtotal	£incl VAT
	VAT Total	
	Total	£

Please make cheques payable to: **"THE ACCOUNTING OFFICER, MOD"**

Joint Services Adventurous Sail Training Centre
 Haslar Road
 GOSPORT
 Hampshire
 PO12 2AQ
 General Enquiries 023 92765415

This is to be read in conjunction with the JSASTC Terms of Business published in TM XX/12

Please note; The Mod is not entering into any agreement with you, this is WITHOUT COMMITMENT on the part of the MoD.

Due to MoD requirements taking precedence in every case, JSASTC can not enter into any agreement that will guarantee your boat/caravan etc to be allowed to stay on the site for the period you are paying for. We will not refund any monies for what ever reason. Please be aware that this is the boat/caravan etc owners risk. Prices will be regularly reviewed.

By submitting this request you agree to ;

- **JSASTC Terms of Business**
- **Comply with JSASTC Head of Establishment Operation & Arrangements Statement**
- **Inform security of your arrival and departure**
- **Remove your caravan /boat / equipment when requested to , be that a request to move to another part of the site or to remove it permanently. (Please be aware that MoD needs will always take priority, and you maybe asked to remove your caravan / boat / equipment permanently from the premises at short notice. We will endeavour to give you as much notice as possible).**

I am the owner of the caravan / boat/ Equipment and I have read and understood JSASTC Terms of Business Agreement and agree to the above statements

Please sign

Signature	
Name (In block Capitols)	
Date	

This is to be read in conjunction with the JSASTC Terms of Business.

Due to MoD requirements taking precedence in every case, JSASTC can not enter into any agreement that will guarantee your boat/caravan etc to be allowed to stay on the site for the period you are paying for. We will not refund any monies for what ever reason. Please be aware that this is the boat/caravan etc owners risk. Prices will be regularly reviewed.

By submitting this request you agree to;

- **JSASTC Terms of Business**
- **Comply with JSASTC Head of Establishment operation & arrangements Statement**
- **Inform security of your arrival and departure**
- **Remove your caravan/boat when requested to, be that a request to move your caravan/container/boat to another part of the site or to remove it permanently. (Please be aware that MoD needs will always take priority, and you maybe asked to remove your caravan/boat permanently from the premises at short notice. We will endeavour to give you as much notice as possible).**

I am the owner of the caravan / container /boat and I have read and understood JSASTC Terms of Business Agreement and agree to the above statements

Please sign

Signature	
Name (In block Capitals)	
Date	

Joint Services Adventurous Sail Training Centre

Terms of Business

1. Liability
2. Prices and Quotations
3. Delays
4. Vessel / Caravan Movements
5. Payment
6. Statutory Rights and Guarantee
7. Access to Premises

Insofar as you have any dealings with JSASTC in Gosport, you acknowledge that such dealings will be on the basis of JSASTC's published standard terms and conditions.

1. LIABILITY

1.1 We and our employees accept no responsibility for loss, damage or delay arising from any cause whatsoever unless such loss, damage or delay was caused by or resulted from our negligence or deliberate act or that of those for whom we are responsible.

Subject to that exception:

- A. all vessels worked on, moved, stored or otherwise managed and kept at the sole risk of the customer who shall ensure that his vessel and/or property is adequately insured against all risks; he should also ensure that he is adequately insured against third party risks as he may be liable for damage caused by his vessel, himself or his crew while on or about our premises; and
- B. all persons entering upon or using any part of our premises, facilities or equipment do so at their own risk.

2. PRICES AND QUOTATIONS

2.1 It is government policy to charge for goods and services. This policy is expressed in the Treasury guidance: Managing Public Money, where it states that charges should be set to recover the full costs of goods or services provided.

2.2 In the absence of express agreement to the contrary, our price for work shall recover the full cost of our services and will be based upon labour and materials expended and services provided. Where there is local competition the market price will apply in the interests of fair competition even if the price is above the level of full cost recovery.

2.3 Prices for services will be published in JSASTC Temporary Memorandum.

2.4 We will inform the customer promptly of any proposed increase in pricing policy and will only proceed with the supply of services with the approval of the customer. The customer shall

remain responsible for the cost of services (including labour and materials) already supplied or remaining to be supplied which are not affected by the proposed increase in price.

2.5. Where a service is priced on the length we will use Length Overall (loa). Length Overall (loa) means the length of the vessel including all extensions such as tenders, dinghies in davits, bowsprits, bumpkins, anchors, pulpits, bathing platforms etc. Fractions of a foot measuring below 6” will be rounded down to the nearest whole foot and fractions of a foot measuring 6” and above will be rounded up to the nearest whole foot.

3. DELAYS

3.1 The time for completion of work is given in good faith but is an estimate only and is not guaranteed. We shall not be responsible for any delay in completion of the work or for the consequences of any such delay.

4. VESSEL / CARAVAN MOVEMENTS

4.1 We reserve the right to move any vessel, gear, equipment or other property at any time for reasons of safety, security or good management of our business and premises.

5. PAYMENT

5.1 Unless otherwise agreed in writing the price of all work, goods and services shall be due immediately on the date of invoice or, if earlier, prior to the departure from our premises of the vessel to which the work, goods or services relate. If payment is not received within 30 days of the due date, JSASTC has the right to charge interest on any sum outstanding for more than 30 days. In the case of invoices not paid within 30 days, we have the right to discontinue providing any service for the customer, whether or not the unpaid invoice relates to such work.

5.2 We have the right to exercise a general lien upon any vessel and/or its gear and equipment and/or any goods while upon our premises pending payment in full of all sums due to us.

5.3 We reserve the right to continue to charge for storage, hardstanding or berthing at our usual rates during the period of the exercise of our lien.

6. STATUTORY RIGHTS

6.1 Nothing in these terms affects the statutory rights of any customer who contracts with us as a consumer.

7. ACCESS TO PREMISES

7.1 Access to the premises and management of person on site will be in accordance with the MoD’s 4Cs policy as detailed in the MoD publication JSP 375, Volume 2, Leaflet 34- 4C System: The Management of visiting workers and Contractors.