

## **DITTISHAM PARISH COUNCIL**

**Incorporating the Hamlet of Capton and the Manors of Bozomzeal and Coombe**

### **Review of The Use of The Ham Approved Recommendations and Policy**

**Ham Use Task and Finish Group: Cllrs Tucker, Anderson, and Faulkner  
Approved by Dittisham Parish Council on 6 May 2020**

This document is the result of a project which was started in 2019.

DPC doesn't support any gatherings on The Ham in 2020.

#### **1) General Recommendations**

- a) The obtaining of specific legal advice is not required.
- b) That The Ham continues to be booked for overnight stays in the car park / camping and for events subject to the Policy.
- c) That no 'in principle' agreement is ever given to hire. A completed application is required before DPC takes a view.
- d) That funds from hiring the Ham for events are not ring fenced for specific purposes.
- e) The Ham Use policy will be based on this document. It will be a living document.

#### **2) Area Used**

- a) Area available for use is set by DPC and a completed plan will form part of all approvals for use.
- b) An OS map of The Ham will be used by DPC to prepare a Plan which shows the areas available for booking. This Plan will form part of the booking application.
- c) The agreement will specify the location and size of marquee, all other installations, and total area available for the Event.
- d) The area made available accommodates a maximum marquee size 12\*24 metres.
- e) Designated camping zones which take up not more than 10% of the area on The Ham will be marked on the Plan. One of these zones can be used for a camping hire.
- f) Camping zones to be in the triangle behind football posts, and the near the car park in the north east corner of The Ham.
- g) A 10-metre wide zone along the river front shall be kept clear for Public Access.

#### **3) Event Types**

- a) Community events – parish event (for example, Regatta day or a 'village day'), parish group (eg WI)
- b) Non - Commercial Residents' events
  - i) Weddings
  - ii) Other private events
- c) Other Non-Commercial Events – eg Blackawton Primary School, non-parish charity
- d) Commercial Events

#### **4) Pricing**

- a) Community Events – no charge, on the basis that no damage or loss occurs as a result of the event.
- b) Non - Commercial Residents' events
  - i) Charges are applied every day the use of The Ham is restricted by the event – therefore set up and tear down days are charged for.
  - ii) £250/day
- c) Other Non-Commercial Events – eg Blackawton Primary School, non-parish charity - case by case basis
- d) Commercial events - case by case basis
- e) Terms – thirty days of DPC providing a signed agreement. Failure to pay results in cancellation of booking.
- f) Cancellation Fees
  - i) Fees are non refundable if cancelled within 28 days of event
  - ii) Cancellations must be in writing to the email address shown on the Hire Agreement.

## **DITTISHAM PARISH COUNCIL**

### **Incorporating the Hamlet of Capton and the Manors of Bozomzeal and Coombe**

- iii) No refunds will be made in the event of interruption or cancellation by the Hirer after commencement of the Hire.
- iv) Reservations that are not paid in full by the final payment due date are cancelled. In the event a reservation is cancelled, the appropriate cancellation fee will apply.

#### **5) Frequency of hire events**

- a) Five events per year.
- b) Minimum period 19 days in between event i.e. two free weekends between events.
- c) No event will use The Ham for more than four consecutive days in total.

#### **6) Decision Criteria**

- a) These decision criteria are used to consider all events.
- b) All requests for the use of The Ham will be considered by deciding whether they are in the spirit of the Covenant in the Title.

##### **Covenant**

‘to permit The Ham to be appropriated and used for the maintenance and improvement of the physical well being of persons resident in the Parish of Dittisham aforesaid by the provision of facilities of physical training and recreation’

- c) The Policy seeks to balance benefits of such use in line with the Covenant, against residents’ reduced access to The Ham, against any negative effects on other residents or on The Ham.
- d) The Ham was donated to the Parish specifically for the benefit of Parishioners and the Parish.
- e) The Ham should be used as much as possible.

##### **f) General**

- i) Specific approval from DPC is required for all overnight stays in the car park, camping on The Ham, and events
- ii) There are alternative locations for camping, events, and wedding receptions.
- iii) Could this need be met elsewhere?
- iv) DPC will take into account that if DPC offers camping / event hire this is a loss of potential income to local businesses.
- v) Private non-commercial events
  - (1) Wedding bookings are available if one of the people getting married is a resident or the son/daughter of a resident.
  - (2) Wedding bookings will be considered if the person being married has a strong connection to the Parish.
  - (3) Other private event hires will be available to residents of the parish.
- vi) The deciding factor will be the type of Event - not the Event organiser. For example – a commercial event booked by a parish resident is still a commercial event.

##### **g) Camping**

- i) The default position is that overnight parking and use of a vehicle as accommodation overnight is not permitted. There are campsites within a reasonable distance.
- ii) Permission will be considered if:
  - o The person making the request has a strong connection to the Parish or
  - o There is a benefit to the Parish, or
  - o The camping is associated with a community event in the Parish. For example the South West Gaffers to Regatta. or
  - o The camping is associated with a commercial event which is generating significant revenue for the benefit of the parish.
- iii) Any approval will specify the area which can be used and the number of tents permitted.

##### **h) Criteria for Consideration of Requests to Overnight Stays, Camping, Hire of The Ham**

- i) Reason for the request.

## **DITTISHAM PARISH COUNCIL**

### **Incorporating the Hamlet of Capton and the Manors of Bozomzeal and Coombe**

- ii) number of vehicles
- iii) number of people staying
- iv) What is the benefit to the Parish? eg use of local accommodation and hospitality providers, opportunity for local residents to have stalls, income
- v) How many people benefit?
- vi) Duration
- vii) Scale
- viii) Community event, private non-commercial event, or commercial?
- ix) Booking calendar criteria
- x) Car park spaces required on The Ham and total cars/vehicles associated with the event
- xi) Consider the effect on the grass of prolonged placement of a marquee.

#### **i) Events will be looked on more favourably if**

- i) Benefit to 'Health and well being'
- ii) Community event
- iii) High degree of benefit to the Parish
- iv) Low degree of negative impact on the wider Village and the Parish
- v) Low degree of negative effect on other users of The Ham
- vi) Sustainability - limit the waste created, use of recyclable containers, transport to the event.
- vii) Large amount of revenue generated for the benefit of the Parish.

#### **7) Insurance**

- a) As standard proof of insurance is required for all bookings.
- b) DPC has the discretion to make its Hirer's indemnity available to non-commercial events that are regarded as being for the benefit of the community. DPC would normally have a degree of event oversight/ control. This decision is a financial risk to DPC and needs to be minuted.

#### **8) Balloons & Chinese Lanterns**

Organisers are responsible for making sure that no balloons or Chinese lanterns are released from Council land. It is Council policy to stop balloon & Chinese lantern releases in view of the problems they cause in terms of fire, pollution, litter, and the danger posed to livestock and wildlife.

#### **9) Impact**

DPC will Monitor the impact of all approvals.

- Going forward, the Clerk is required to keep a Record of requests to Hire or Stay on The Ham, DPC's decision, the reason for DPC's decision, and a post Event/Stay debrief.
- The Record of Requests must be reviewed by DPC before it decides on a request.

#### **10) Outdoor Swimming Society Event**

- a) That the OSS will administer the Event car park at Cott Farm.
- b) OSS has advised verbally that it will run the parking at Cott Farm by allocating more than the two previous people doing that role and with additional signage. The parking site and graded access and exit routes will be the responsibility of Cott Farm.
- c) The occurrence of an Event is conditional on the availability of the Event car park at Cott Farm - because there is no alternative car parking location which enables the event to be run with an acceptable impact on local traffic.
- d) That a post event debrief meeting between OSS and DPC must take place.
- e) Future bookings are conditional on adequate management of previous events
- f) The TAF Group Supports a three year agreement, with an annual CPI increase in principle.
- g) A three year proposal will be discussed / notified with DSC prior to presentation to a meeting of DPC for approval.

## **DITTISHAM PARISH COUNCIL**

### **Incorporating the Hamlet of Capton and the Manors of Bozomzeal and Coombe**

- h) Approval of dates in 2021 by June has been requested by OSS – to allow roll over of bookings if the 2020 event is cancelled.