



TERMS AND CONDITIONS

MAY 2019

MOUNT COOK ADVENTURE CENTRE

MOUNT COOK TERMS AND CONDITIONS

Mount Cook Activity Limited is a non-for-profit organisation and trades under the name Mount Cook Adventure Centre, located at Porter Lane, Middleton-by-Wirksworth, Matlock, Derbyshire, DE4 4LS.

The Registered Company Number is 08906431. VAT Registration Number is 241 6281 25.

In these terms and conditions, it is referred to as 'Mount Cook', 'The Centre', 'we' or 'us'.

1. GENERAL

1.1 Glossary

"Accompany or Accompanies" means adequately supervised at all times, in terms of under 18's this means acting 'in loco parentis'

"Booking" means a booking for a stay at Mount Cook and includes: Accommodation, Function Room Hire, Meals, Activities and any other service purchased from Mount Cook

"Contract" means the agreement between us and you to fulfil a Booking

"Customer" means any customer who makes or is making a Booking with Mount Cook or purchases a Product from Mount Cook and references to 'you' and 'your' shall have the same meaning

"Exclusive Hire" means the hire of the entire Mount Cook site but does not include the use of organisational offices; Mount Cook retains the right to undertake onsite business critical tasks as required.

"Group" means any booking made for 8 + people

"Group Leader" means the appointed responsible adult who is the main point of contact throughout booking and delivery, takes full responsibility for the group and supplying accurate group information

"Mount Cook" means the Mount Cook Adventure Centre

"No-Show" means a guest who does not arrive and gives no notice or indication of such intent

"Participant" means anyone partaking in the activities supplied by Mount Cook

"Responsible Adult" means an adult who agrees to adequately supervise the group at all times, in terms of under 18's this means acting 'in loco parentis'

"The Premises" means the buildings, woodlands, grounds, Quarry and any other areas belonging or utilised by Mount Cook Adventure Centre

"Sole Use" means the agreement that Mount Cook will take no other bookings alongside yours for the area specified, it does not guarantee access to all facilities. A minimum fee will usually apply.

1.2 These conditions and any matters referred to by us, form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.

1.3 Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, dispatch note, invoice or other document issued by us may be corrected by us without liability. We will advise you of any changes at the time of making a booking or purchasing a product or as soon as is reasonably possible thereafter.

1.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under any Contract.

2. MAKING A BOOKING

2.1 All Bookings are subject to acceptance by Mount Cook. All Bookings will be confirmed by email. The Contract between us will only be formed when we receive payment for the deposit invoice (last minute bookings may be issued a full balance invoice) within the date stated. If you have made multiple bookings with us, the Contract will only relate to the booking stated on the invoice. All Bookings are subject to availability and Mount Cook reserves the right to decline any booking at its discretion. Upon receipt of the email confirmation, it is the responsibility of the customer to check all details are correct in terms of the customer's requirements. If a customer considers there is an error, this must be brought to the attention of Mount Cook within 14 days of receipt of payment.

2.2 Bookings can only be discussed and amended by the customer or group leader who has made the booking and whose details are held on record by Mount Cook.

2.3 By making a Booking or purchasing a Product you warrant that you are legally capable of entering into a binding contract and that the information you have provided to us is correct. All Bookings and purchases made by telephone, web or email are made subject to these terms and conditions. The person making the Booking confirms they have the full authority to do so on behalf of all persons within their group and that all such persons are aware of and accept these conditions.

2.4 Catering: Mount Cook endeavours to meet a range of dietary requests, whether arising from a medical requirement, religious commitment or as a matter of personal preference. Mount Cook requires this information at least 1 month prior to arrival. It is the responsibility of the group leader or individual to supply this information. We recommend that meal options are discussed at the time of booking as it may not always be possible to accommodate late dietary requests. Mount Cook reserves the right to pass any additional costs incurred for specialist meal provision on to the group however Mount Cook will mitigate these costs wherever possible.

2.5 Medical Information: It is the group leader's/individual's responsibility to notify Mount Cook of any relevant medical information that would impact on the participant's ability to use the facilities at the centre, take part in activities within the grounds or offsite. Mount Cook will send out a group leader consent form prior to arrival to prompt this discussion (usually 3 months prior to arrival), it is the responsibility of the group leader or individual to return this form within the given time frame. This should not be relied upon to share pertinent medical information; any mobility issues should be communicated to Mount Cook at least 1 month prior to arrival to ensure we can make the relevant arrangements. Mount Cook is accessible via wheelchair on the ground floor; all communal spaces are located on the ground floor. There are 2 wheelchair accessible bedrooms on the ground floor with integrated wet rooms. The first floor is NOT accessible for a wheelchair user.

Useful Links: [Our Access Statement and Ground Floor Plan](#)

2.6 To ensure that Mount Cook provides safe and suitable accommodation for everyone under 18's must be accompanied by a responsible adult, usually required to be 21 or older. Groups of mixed genders, who wish to stay in the same room must book private accommodation.

Useful Links: [Our Safeguarding Policy](#)

2.7 The maximum length of stay for all bookings is 14 days. Following any period of stay greater than 14 nights, guests may not return for at least 7 nights. We are not authorised to, and therefore we do not, provide semi-permanent housing. Mount Cook cannot be used as a primary place of residence.

2.8 The earliest arrival at the centre is 3pm, unless otherwise agreed directly with Mount Cook Staff in writing. The checkout time from bedrooms is 10am, guests are required to strip all bedding (including pillow case, duvet cover and fitted sheet) and place in the corner of the bedroom before checking out. Departure time from the Centre is 12noon, unless otherwise agreed with Mount Cook Staff in writing.

2.8.1 Smoking is prohibited within the premises and within in the glamping pods. The Group Leader or individual may be liable for any additional charges incurred should extra cleaning be required.

3. VALID ID REQUIRED

3.1 We work hard to create a safe and welcoming atmosphere for all our guests. To assist with this, we may ask you to provide valid ID on arrival (current passport or driver's license). For group bookings this will only apply to the group leader.

4. PAYMENT

4.1 Payments can be made by BACS transfer, over the phone or via our website (if booking a onto an event), cheques are accepted provided they are sent with enough time for us to process; this can take up to a week. All money should be in our account by the invoice due date.

4.2 In order for us to confirm your Booking you must pay us the appropriate sum as set out in the terms below:

INDIVIDUAL BOOKINGS

4.2.1 For Bookings made online, or via email or on the phone, full payment is required at the point of Booking

GROUP BOOKINGS

4.2.2 Group Bookings made more than 7 months prior to arrival date.

- A provisional booking can be held for up to a maximum of 14 days without payment
- To confirm, an initial Deposit of 10% of the total booking value is required within 1 month of making the Booking
- Failure to make payment by the date stated on the invoice will result in the Booking being cancelled by Mount Cook. The Group Leader will have to re-book a provisional booking, subject to availability and prices may have changed
- Your first payment will confirm acceptance of the group booking terms and conditions stated in this document
- A further Deposit of 20% of the total booking value is due 6 months before arrival
- The Full Balance is due 2 months before arrival

4.2.3 Group Bookings made within 7-3 months prior to arrival date.

- A provisional booking can be held for up to a maximum of 14 days without payment
- To confirm a Confirmation Deposit of 30% of the total booking value is required within 1 month of making the Booking
- Your first payment will confirm acceptance of the group booking terms and conditions stated in this document
- The Full Balance is due 2 months before arrival

4.2.4 Group Bookings made within 3 months of arrival date.

- A provisional booking can be held for up to a maximum of 7 days without payment
- The total booking value should be paid at least 2 months before arrival

4.2.5 Mount Cook will, where applicable, send you an invoice for all payments at least two weeks before the payment due date, based on the latest guest numbers provided. If payment is overdue at any stage, Mount Cook reserves the right to remove any free leader places, discounts or eligibility for exclusive Centre usage or cancel your booking.

4.3 If any payment under these terms and conditions is overdue, then without prejudice to our other rights we may cancel your Booking and/or we may suspend the delivery of any other services being provided to you by Mount Cook.

4.4 Deposits payable under clause 4.2 are non-refundable except in the circumstances set out in clauses 6 and 12.

4.5 If groups arrive with more guests than initially agreed and paid for, permitting there is availability, they will be asked to settle any outstanding fees on check in. Mount Cook has the right to turn away extra guests at its discretion or if we do not have availability.

5. GROUP BOOKINGS

5.1 Groups are defined as an organised group of 8+ people with an assigned group leader. When booking with Mount Cook. If a Group of less than 8 people book, they will be subject to non-Group terms and conditions and will have to make full payment at the time of booking.

5.2 Group bookings must have an assigned group leader, who takes full responsibility for making and overseeing the booking, including financial and legal responsibility.

5.3 People travelling as an informal group with friends or family will be categorised as a Group booking if the sum of all guests exceeds 8 people. Such Groups will be subject to Group Terms and Conditions upon booking.

5.4 The group leader accompanying the Group is responsible for the discipline and behaviour of their Group. Group leaders are responsible for all damage caused by their action or inaction, or the actions of those in their Group.

5.5 Groups shall not offer for sale to the general public (or publicly advertise the sale of) Mount Cook or services without the prior written agreement of Mount Cook.

5.6 Sole use of The Centre or the Glamping Pods may be offered but will be subject to explicit agreement at the time of booking. In the case of booking The Centre on a sole-usage basis, customers may be asked to pay for a minimum number of beds or be charged an additional supplement. These conditions will be agreed and confirmed at the time of the initial booking; sole-usage will not be guaranteed should the number of guests reduce below the agreed minimum number at a later date.

6. IF YOU CHANGE YOUR BOOKING

6.1 Individuals booked onto events and courses: Changes requested from the date your Booking is confirmed with payment will be treated as cancellations (see clause 8 below).

6.2 Group Bookings: Changes to numbers of nights booked shall be treated as a cancellation and shall be subject to our standard cancellation policy (see clause 7.4), subject to the exception in clause 6.3.

6.3 Changes to the number of Guests - A group booking can decrease in guest numbers by up to 10% up to 3 months prior to arrival without incurring a cancellation fee. Thereafter any additional decreases in Group numbers will be considered a cancellation and the cancellation charges will apply. Cancellation charges will be calculated on a per person per night basis where applicable.

7. IF YOU CANCEL YOUR BOOKING

7.1 All Booking cancellations are subject to our refund policy, contained within this clause.

7.2 All refunds are calculated according to the time between notification of cancellation being received by Mount Cook, and the time of your arrival. "Your arrival" is defined as starting at 12pm (12 noon).

7.3 Individuals booked onto events and courses: Please call the centre on 01629 823702 or email explore@mountcook.uk if you wish to cancel a booking.

Please note that you cannot cancel part of a booking without cancelling the whole package and re-booking. Such cancellations will be subject to our refund policy below.

NOTICE PERIOD	CANCELLATION CHARGE PAYABLE
1 week or more prior to arrival (before 12pm)	We will refund 50% of the total Booking.
Within 48 hours of arrival (before 12pm)	We will refund 25% of the total Booking.
Less than 48 hours' notice (after 12pm)	No Refund will be due
No Show	No refund will be due

Promotional Bookings: Are non-refundable and non-transferable.

7.4 Group Bookings: Please call the centre on 01629 823702 or email your coordinator to notify the team as soon as possible of any cancellations. These are dependent on the number of days before the arrival date that notification of cancellation is received:

NOTICE PERIOD	CANCELLATION CHARGE PAYABLE
186 days or more	Any deposits already paid or due
185 – 62 days	30% of the total cost of your stay
61 days or less	100% of the total cost of your stay

*The above charges will be calculated from 12pm (noon)

Cancellation charges will be calculated on a per person per night basis where applicable.

Group Centre promotional Bookings are non-refundable and non-transferable.

7.5 Promotional Bookings Terms & Conditions: Promotional offers will be subject to specific terms and conditions. No amendments or refunds can be made and offers are non-transferable. Offers are available at selected time periods and are subject to availability. Advertised rates are Exclusive of VAT, unless stated otherwise. This does not affect your rights should Mount Cook cancel your Booking in which case clause 12 applies. Mount Cook reserves the right to withdraw promotional offers at any time, without prior notice. Donations are non-refundable. Gift vouchers are non-refundable.

7.6 Third Party Services: The total cost of any Services and attraction tickets are payable in advance. Any such purchases will be considered part of your Booking and any cancellations of these Third Party Services will be dealt with in accordance with clause 7.3 or clause 7.4 as appropriate.

7.8 Applying for a refund: Please apply within 30 days of cancellation, this can be done by emailing either your allocated coordinator or explore@mountcook.uk. For any queries please call 01629 823702.

8. YOUR RESPONSIBILITY AND BEHAVIOUR

8.1 Whether a Group booking, or a booking made by or on behalf of individuals, if the behaviour of yourself or any member of a party is considered likely to cause danger, damage or offence, we reserve the right at our reasonable discretion to cancel or terminate a stay completely. If any member of the Mount Cook staff considers that the behaviour of any member of your party is

unacceptable, they are authorised to end the stay and you will be asked to leave Mount Cook's premises. Should this situation arise our responsibility for your booking will cease and we will not be obliged to cover any expense which may be incurred by the party concerned, neither will we consider any claim for compensation or refunds. You are responsible for the cost of any damage caused by yourself or your party during your stay, these charges will be levied by and should be paid to Mount Cook Adventure Centre. Should any such behaviour halt or interrupt Mount Cook's ability to continue to trade any bed, room or other product, you will be responsible for compensating Mount Cook in full for all losses directly or indirectly incurred. Furthermore, such behaviour or damage may lead to civil or criminal proceedings where appropriate. Furthermore, by these terms and conditions you agree that Mount Cook may at its discretion take a pre-authorisation (on your credit or debit card) of up to £500 as a security bond towards damage caused by you or your group to Mount Cook property during your stay. If no damages are made the funds will be released.

8.2 We pride ourselves on creating a friendly, welcoming and above all, safe place for people of all ages to enjoy. Any breaches of our admission, behaviour or safety policies will be treated seriously and regarded as a breach of these terms and conditions.

Useful Links: [Our Managing Poor Behaviour Policy](#)

8.3 Group Leader Responsibilities: As a group leader making a group booking you are also accepting responsibility for the behaviour of the group. There should be at least one responsible adult on duty at all times, this is in order to ensure all participants behave according to 8.1.

8.4 Alcohol: Mount Cook Adventure Centre is a Licensed Premises; therefore, Guests are **NOT** permitted to consume their own alcohol beverages on the premises. The only acceptance to this is if an Exclusive Hire booking is made and it is outlined in their separate contract. This is subject to Other restrictions outlined in Clause 10.

Under licensing laws, Mount Cook and its staff are responsible for the behaviour of guests on licensed premises. In the event of rowdy, unsafe or drunken behaviour on licensed premises, or where one guest supplies another with alcohol brought on to the premises, Mount Cook and its staff as the licensees could be deemed to be liable. This is the case even if Mount Cook did not supply the alcoholic beverage.

Should an incident occur which contravenes the law resulting in guests becoming drunk or causing nuisance to other guests, then Mount Cook may be liable to prosecution for allowing the incident to take place. They may also be liable where alcohol is supplied by a guest to an individual under 18, in which case both the guest and Mount Cook may be liable to prosecution. Mount Cook guests may in some cases be allowed to take their own alcohol into the Centre under an Exclusive Hire Booking, once the contract has been signed. This is in the case of no member of staff being present on the premises, although Mount Cook maintains responsibility for the behaviour of guests and therefore expects the same level of conduct as if the Centre were manned by staff.

Mount Cook has to recognise its responsibilities to its own staff that could face substantial fines or jail sentences of up to six months.

8.5 All liability in respect of any damage to, theft or loss of property, goods or articles brought onto or left on the Premises, either by the group leader, guests, contractors, agents or any other person shall rest with the individual. Mount Cook will not accept liability for any of the above unless proven to be a direct result of staff negligence or breach of Centre policy or procedures.

9. CAMPING

9.1 Arrival and Departure Times: On arrival, please report to The Centres' reception before pitching. Arrival time is after 3pm, and departure time is 10am. If you wish to arrive before or depart after these times, please request this at the point of booking. Please note that we are unable to allow under 18's to camp at our sites without a responsible adult accompanying them.

9.2 Noise policy and behaviour: Mount Cook reserves the right to eject guests immediately who are deemed as causing unnecessary disturbance, noise or behaviour which affects the peaceful enjoyment of the camping facility by other guests.

9.3 Dogs and Pets: We are all dog lovers at Mount Cook, but unfortunately due to the nature of our business we cannot allow dogs and pets onsite. We do accept registered assistance dogs.

Useful Links: [Our Pet Policy](#)

9.4 Campfires: Open fires and barbecues are only permitted within designated concreated areas. Cutting or damaging trees and other vegetation is strictly prohibited, and we request that all campers respect the natural conditions of the campsite and surrounding areas.

10. EXCLUSIVE HIRE AND SOLE USE BOOKINGS

Definitions

'We, Us or Our' – means Mount Cook Adventure Centre

'You or Your' means the hirer or 'Group Leader'

'Centre' means the Centre hired by you together with any grounds and outbuildings.

10.1 Booking, Deposit and Balance

A non-refundable, non-transferable deposit of 10% will be taken to secure your booking (bookings made less than 2 months prior to arrival will require full payment at the time of booking).

10.2 The total cost of the booking must be paid 2 months prior to arrival unless it is a last minute booking.

10.2.1 A security deposit of up to £500 will be taken before checking in and will be returned once Mount Cook are happy that no damages have been made and no extra cleaning is required by us.

10.3 Cancellations

10.3.1 In all cases, if you have to cancel your booking, please inform us as soon as possible by phone 01629 823702 or email explore@mountcook.uk

10.3.2 If you have to cancel your booking the following cancellation fees apply, dependent on the number of days before the arrival date that notification of cancellation is received:

NOTICE PERIOD	CANCELLATION CHARGE PAYABLE
186 days or more	Any deposits already paid or due
185 – 62 days	30% of the total cost of your stay
61 days or less	100% of the total cost of your stay

*The above charges will be calculated from 12pm (noon)

10.4 Arrival and Departure

On the day of arrival, the Centre and out buildings are available from 3pm unless otherwise agreed. On the day of departure, you are asked to vacate by 10am. It may sometimes be possible to book an early check in from 2pm and / or a late check out to depart by 2pm, subject to a Surcharge & Availability, please enquire directly with the Centre on 01629 823702 or with the individual handling your booking.

10.5 Your Responsibilities

This booking has been entered into on the understanding that the total number in your party shall not exceed the total number of beds available at the Centre and within the outbuildings and surrounding camping ground capacity.

10.5.1 You are considered to be the group leader and must be over 21 years old. You are responsible for the payment of the booking, the safety of the group and the general housekeeping of the Centre during the stay.

10.5.2 You are responsible for looking after the Centre and its equipment during the period of hire and are expected to take good care of it.

The Centre is provided fully furnished. Bed linen is provided, but you will need to bring your own towels. You are advised to check on arrival and report any shortcomings, damage or missing items immediately to Mount Cook. You must report and pay for any damage caused to The Centre, outbuildings or grounds for equipment lost, damaged, broken or stolen during the occupancy. Unsuitable substitutes are not accepted. All the equipment, utensils etc. must be left in a clean condition at the end of the hire period. Please ensure that all cookers, lights and heaters are switched off, doors and windows are secured, rooms are left clean and tidy and waste bins are emptied, before handing the key back to our Mount Cook representative. Any additional cleaning necessary after checking out and undertaken by Mount Cook will be billed and taken out of the security deposit.

10.5.3 Guests are allowed to bring their own beer, wine or any other alcoholic substance to the Centre, provided that a waiver is signed by the group leader to mitigate Mount Cook and its license during the stay at the Centre and outbuildings/grounds. This is not a commercially driven regulation from Mount Cook, under licensing laws, Mount Cook and its staff are responsible for the behaviour of guests on the licensed premises. See clause 8.4.

10.5.4 We reserve the right to decline a booking or refuse to hand over of the centre and grounds to any person or group where, in our opinion, facilities are unsuitable for the hirer or any member of the hirer's party on the grounds of age, ill health, disability, or inexperience without liability on either side. We reserve the right to repossess the centre at any time where damage has been caused, or in our opinion, is likely to be caused, by you or any member of your party. In such cases, we shall not be liable to make a refund of any portion of the hire fee paid.

10.6 Your Conduct

Mount Cook is located close to a residential area, please show consideration for our neighbours. If you or a member of your party fails to comply with this requirement, your booking may be terminated and you will be asked to leave the Centre. If you enter the Centre after this time you will be trespassing. No whole or partial refunds will be made if your party is asked to leave under these circumstances.

Important Note: The use of candles, incense burners, flammable liquids/gases, fireworks and firearms is strictly prohibited at the Centre. Use of such items may result in the party being asked to leave immediately, without refund of any portion of the hire fee.

11. MEETING ROOM BOOKINGS

CONDITIONS

This applies to bookings who are solely hiring a meeting space and are not staying overnight at the centre. Rooms available to hire are the Small Hall and Riber View. To confirm your booking, we will

email you your invoice, please send full payment by the stated date, if we do not receive this in time, we may cancel the booking and you will have to re-book.

11.1 Any catering requirements should be notified as soon as possible and confirmed at least 10 days before your arrival. The balance for catering will be invoiced a minimum of 7 days prior to arrival.

11.3 Any lost room key will incur a £5 replacement charge. Damaged equipment will be subject to the appropriate charge.

11.4 Laptop hire is not included in the fee. We are unable to provide a laptop, please arrange to bring one. We provide a HDMI cable to connect your laptop to the projector, if you require any other type of cable please bring a suitable adaptor. During your event there will only be minimal technical help provided, please make sure you have arranged to arrive within time to set up. We are able to arrange a test session in advance on request, please contact us direct to arrange in good time.

11.5 ROOM CANCELLATION CHARGES

If you cancel a meeting room booking, the following refund schedule will apply:

NOTICE PERIOD	CANCELLATION CHARGE PAYABLE
32 days or more	No cancellation charges will apply
31 – 15 days	Any deposits already paid
14 days or less	100% of the total cost of your stay

*The above charges will be calculated from 12pm (noon)

12. IF WE CHANGE YOUR BOOKING

In the unlikely event it becomes necessary to change your Booking, in total or in part, Mount Cook will inform you as soon as possible. You will have the choice of accepting the changed arrangements; or purchasing another booking from Mount Cook, subject to availability (and paying or receiving a refund in respect of any differences); or cancelling your booking and receiving a full refund of all payments made.

13. DELAY OR FAILURE TO PERFORM

13.1 We will not be liable to you if we are prevented or delayed in the performing of any of our obligations to you if this is due to any cause beyond our reasonable control including (without limitation): an act of God, explosion, flood, fire or accident; war or civil disturbance; strike,

industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure of you to arrive on time or failure to supply the correct address or notify us of any change of address.

13.2 During periods of extreme weather we will endeavour to remain open and to keep you informed of the latest conditions. We recommend you check with us before commencing your journey. If we are open, but you choose not to travel because of the weather, this will be treated as a normal cancellation and the terms outlined above will apply.

14. OUR LIABILITY TO YOU

14.1 If you feel an element of your booking is not provided to an acceptable standard, you must notify us within 7 days. We will then investigate and where necessary agree an appropriate level of compensation; depending on the nature and severity of the situation. Compensation may take the form of partial or full refund, credit note towards a future booking, complementary service or other agreed benefit.

14.2 We will not be liable to you for any loss of personal belongings. If staying in our bedrooms, lockers are provided you will need to bring a padlock to secure this.

14.3 Except in relation to death or personal injury caused by our negligence, Mount Cook's liability remains, limited to the value of the services purchased.

15. GOVERNING LAW AND JURISDICTION

The contract is subject to English law and the exclusive jurisdiction of the English Courts.

16. CHANGING THESE TERMS AND CONDITIONS

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you make a booking, unless any change is required to be made by law or if we notify you of the change to these terms and conditions before we confirm your booking.

17. YOUR INFORMATION

We will only store and use the information you supply to us for the purposes of carrying out our Contract with you and to collect valuable feedback about how satisfied you were with the services provided. If you do not wish to receive requests for your feedback, please let your booking coordinator know. Your contact details will be held on our secure booking system after you depart, if you would like to request that we remove this please contact 01629 823702 or explore@mountcook.uk. In the event that you or your group are evicted from the Centre (e.g. on the grounds of unacceptable behaviour), your personal details will be stored to ensure that you are not permitted to stay in the future. **Useful Links:** [Our Privacy Statement](#)