These	Terms and Conditions apply to the use of the Gaskell Recreation Ground, Much Wenlock.
This ag	reement is made on
Betwee Much	en: Wenlock Town Council ('the Council)' (1)
<b>of add</b> The Co	r <b>ess:</b> rn Exchange, High Street, Much Wenlock, Shropshire TF13 6AE
and	
Williar	n Brookes School (the Hirer):
<b>of add</b> Farley	ress: Road, Much Wenlock, Shropshire TF13 6NB
<b>1</b> 1.1	<u>Definitions</u> "Conditions" means these booking conditions, which shall form part of the contract between the Council and the Hirer.
1.2	"Hirer" means the company or the representative of the organization booking the Event who pays any fees due under clause 2 below. This booking is personal to the Hirer and he/she may not transfer or sublet this consent to any other person.
1.3	"Due Date" means 28 days prior to the date of the Event.
1.4	"Event" means the (name of event) which will take place on (day and date of event)
1.5	"Venue" means the land Gaskell Recreation Ground booked for the event, as marked on the plan (name of the site or named area within the site).
2	<u>Payment</u>
2.1	Payment of all fees and charges must be made in full prior to the Due Date. If payment is not received the Council shall have the right to cancel the booking immediately.
2.2	The Hirer will be liable for the full cost of the provision of any services (where available) by the Council, e.g. electricity, water, marking of pitches, additional grass cutting etc. over and above the hire charge for the event.
3	Deposit & Hire Charge
3.1	To pay an additional (to the fee) refundable deposit upon submitting the actual booking for the Event.

- 3.2 The deposit may be forfeited in the event of any damage or loss to the Venue or held as part payment of any necessary making good. The Hirer will be liable for the full costs of any damage, so should this exceed the deposit the Council will issue an account.
- 3.3 The Council shall determine the hire charge for use of facilities, which shall be made known to the Hirer on request or prior to acceptance of application by the Council. The Council reserves the right to alter charges, without notice, up to the time of confirmation of the booking by the Hirer. All hire charges are reviewed annually and changes are implemented with effect from 1st April each year.

### 4 Bookings

- 4.1 Organisations must make an application in writing on the Events Booking Form, at **least eight weeks** before the date required for hire.
- 4.2 The Council reserves the right to refuse any application for the hiring of the Venue without being required to give any reason for such refusal.
- 4.3 The Council reserves the right to withdraw permission to use the Venue. The Council will repay any deposits paid for the hiring but shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.
- 4.4 The Hirer will provide the Council, at the time of signing the Events Booking Form, copy documents of the relevant insurance policy as set out in Clause 7 of this Agreement or certificate by way of confirmation that this insurance has been arranged.
- 4.5 The Hirer agrees to undertake a risk assessment for the Event and is to ensure that all participants and contractors comply with all relevant health and safety legislation or any other guidelines, relevant thereto at all times during the event and while preparing and clearing the Venue for the event. A copy of the risk assessment is to be provided to the Council by the Due Date. If a copy of the risk assessment is not provided to the Council by the Due Date the Council will cancel the Event.
- 4.6 The Hirer shall ensure that its contractors and agents are insured under the same insurance standards and requirements as outlined in 4.4 below, evidence of which must be provided to the Council.

#### 5 <u>Cancellation by the Hirer</u>

- 5.1 Cancellation by the Hirer of a booking must be in writing and the effective date will be the receipt of such information by the Council's Town Clerk. On cancellation the following will apply:
  - (a) For a cancellation within seven days or less before the hire period, 100% of the total hiring fee is to be paid.
  - (b) For a cancellation eight or more days before the hire period, no cancellation charge will be incurred.

The above charge will be levied irrespective of whether facilities are subsequently re-hired.

- 5.2 On cancellation of the booking the Hirer shall be liable to the Council for any additional expenses incurred by the Council.
- 5.3 Hirers who do not take up their commitment for any reason or fail to notify the Council in writing of cancellation shall forfeit any hire charge paid and shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council.
- 5.4 Substitution and amendments of the nature of the booking must be notified in writing to the Council who reserves the right either to cancel the booking or amend the hire fee as they consider appropriate. In the event of such cancellation, the Hirer shall be liable as stated in Clauses 5.2 and 5.3 above.
- 5.5 The Council accepts no responsibility for the non-arrival by the Due Date of application forms remittances or cancellations.

### 6 <u>Cancellation by the Council</u>

- 6.1 The Council reserves the right to cancel any booked period or hire period and to end the hire period at any stage by notice in writing.
- 6.2 The hiring fee and deposit already paid in respect of any period cancelled or terminated under 6.1 above will be refunded.

- 6.3 The Council will not be responsible for expenditure undertaken or loss incurred, by the Hirer in connection with a cancellation or termination under 6.1 above.
- 6.4 The use of certain facilities during a hire period may be prohibited and/or varied by the Council at any time.

#### 7 Public and Products Liability Insurance

- 7.1 The Hirer shall, at their own expense, take out third party liability insurance to cover loss of, or damage to, property (whether the Council's or belonging to an individual) and injury or death of any person caused by the Hirer's negligence during the hire period or in connection with it. **The insurance policy should include the indemnity to principal clause.** The sum will be not less than £10 million (£10,000,000). £5 million
- 7.2 The Hirer is notified that the Council's insurance does not extend to property brought onto the venue in connection with the hire, in respect of fire, theft, loss or any other damage. The Hirer should make separate insurance arrangements in respect of such matters.

#### 8 <u>Use of the Venue</u>

- 8.1 The Hirer agrees and understands that the hours for the provision of regulated entertainment, namely the performance of plays, the provision of indoor sporting events, the provision of live and recorded music, performances of dance, and anything of a similar description to the above, and for the provision of facilities for making music and dancing and the provision of facilities for entertainment of a similar description to the above—are Monday—Sunday 09.00—23.00 hours.
- 8.2 The Hirer shall keep the Venue clean and tidy and shall ensure that the Venue and its immediate surrounding area is regularly litter picked during the event. The Hirer shall further ensure that the Council's obligations under the Environmental Protection Act 1990 are discharged.
- 8.3 All litter and refuse generated by the Event must be removed from the Venue and its immediate surrounding area by the Hirer, at the cost to the Hirer.
- 8.4 The Hirer must at all times take good care of the Venue and will be responsible for any damage to the Venue or any part of it or any equipment or other property of the Council whether forming part of the hire or not.
- 8.5 The property of the Hirer and the Hirer's agents must be removed at the end of the period of hire or by a time and date to be agreed with the Council. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.
- 8.6 If the Hirer fails to perform any of its obligations set out in Clauses 8.2 8.1 and 8.3 8.2 above the Council reserves the right to perform any such obligations and any costs incurred by the Council in the performance of such obligations shall be borne by the Hirer.
- 8.7 The Hirer shall not be permitted to remove or obscure Council notices or placards displayed on the Venue without the prior written consent of the Council.
- 8.8 Where it has been necessary to make a road closure order the Hirer shall ensure that the road closure equipment is not moved and shall maintain the integrity of the closure.
- 8.9 The Hirer shall not interfere with or attach anything to any item of street furniture, or parks furniture.
- 8.10 The Hirer shall not remove any branches from, or attach anything to any of the trees contained within the Venue.
- 8.11 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.
- 8.12 The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into

the sewage system or on the Venue.

- 8.13 The Hirer shall ensure that no vehicles are parked on or driven across the Venue, except with the prior written consent of the Council.
- 8.14 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue and that the premise is open to the public during the event.
- 8.15 The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council.
- 8.16 The Hirer must ensure that all users of the hired location have unrestricted access to any permanent public toilet facilities located within the Venue.
- 8.17 The Hirer will not permit the operation or release of model aircrafts, micro flights, parachutes and helicopters at the Venue.
- 8.18 It is the responsibility of the Hirer to liaise with Shropshire Council and the local Police regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue. The Hirer agrees to comply with any requirements—of the Council, Shropshire Council and the local Police regarding traffic management.
- 8.19 The Hirer agrees that where the Venue is to be used in the dark then they will provide appropriate lighting to cover all areas to which the public are admitted or have access.
- 8.20 The Hirer shall not bring into the Venue any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the prior written approval of the Council.
- 8.21 The Hirer shall obtain approval from the Council for the use of generators at the Event. If such approval shall be—granted the Hirer must ensure that any generators permitted at the event have received preventative—maintenance and be safe and suitable for use, evidence of which must be provided to the Council prior to the—Event.
- 8.22 The Hirer shall not bring, place or erect any sign furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Venue without the prior written consent of the Council.
- 8.23 The Hirer shall repay to the Council on demand the cost, as certified by the Council, of reinstating, repairing or replacing or cleansing any part of or property within the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The Council's valuation of any damage/loss is final. A Council Contractor will carry out reinstatement.
- 8.24 Any conditions set through licenses or consents must be complied with.

### 9 <u>Indemnity</u>

9.1 The Hirer shall indemnify and keep indemnified the Council against all claims, demands, action or proceedings in respect of death of, or injury to the sum required by public liability insurance cover, any person or damage to or direct or indirect loss or damage to property belonging to any person during the course of, or in consequence of the hiring or at an Event unless directly caused by the Council's negligence.

## 10 Safety & Security

- 10.1 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
- 10.2 The Hirer is responsible for the administration, organization and running of the Event and for having sufficient stewards and officials to fulfill these Conditions. All stewards and officials should wear appropriate recognisable clothing, such as high visibility jackets or a company uniform.

- 10.3 If there are any special security arrangements (determined by the Hirer or the Council) surrounding the event, the Hirer will be referred to the police.
- 10.4 The Hirer shall provide the Council with a copy of a current Health and Safety Risk Assessment, Fire Risk Assessment. A written Emergency procedure, where deemed appropriate, shall also be provided.
- 10.5 The Hirer shall ensure that appropriate signage is displayed to indicate reporting points for fire assembly, medical assistance and lost children.
- 10.6 The Hirer must ensure appropriate communication methods are in operation at the Event, for example mobile phones or "walkie talkies" (personal radio communications).
- 10.7 The Hirer must ensure there is clearly signed and unrestricted access for emergency vehicles before, during and after the Event.
- 10.8—It is the responsibility of the Hirer to ensure that the use of any electrical equipment and/or installation-provided by—the Hirer is safe and complies with PAT (portable appliance testing) regulations and the general requirements of—the Electricity at Work Regulations 1989.
- 10.9 The Hirer, when using generators, must operate them in a safe manner and ensure they are segregated from the public or are protected by suitable covers or barrier, so as to prevent access by members of the public.
- 10.10 The Hirer shall ensure work is undertaken safely and that equipment has been tested and certified by a competent person, also considering battery operated equipment as an alternative.
- 10.11 The Hirer must consider reducing the voltage of the equipment (particularly to 12, 25, 50 or 110 volts for temporary lighting) which is to be sited in a well ventilated place away from Liquefied Petroleum Gascylinders and combustible material.
- 10.12 Cables and sockets should be appropriate for their intended use, for example indoor extension sockets and cable are not acceptable for external use.
- 10.13 All electrical installations should be protected by a residual current device (RCD) especially when using equipment—operating at 230 volts or higher.
- 10.14 The Hirer must ensure that cables do not create a trip hazard. Cables running at a high level (5.8m and above) should be conspicuously marked. Cables which are covered with matting should be placed at ground level and conspicuously marked.
- 10.15 The Hirer must provide a mobile telephone contact for the Council at all times when the Event is taking place, which should be clearly stated on the Hirer's Booking Form. If the number changes it is the responsibility of the Hirer to notify the Council.
- 10.16 Any person exercising a security activity (as defined by paragraph 2 (1) (a) of Schedule 2 of the Private Security Industry Act 2001) shall be licensed by the Security Industry Authority.

#### 11 Child Protection

- 11.1 The Council is committed to creating and maintaining the safest possible environment for children and young people. If the Hirer is organising an event where they will be responsible for children or young people, or organizing an event which directly involves children or young people, then the Hirer must adhere to the following.
- 11.2 The Hirer will complete the Events Booking Form which requires the Hirer to have in place their own (or their governing body's) child protection policy, or have in place a local group policy, and to have a nominated Child Protection Officer. This will include the Hirer confirming that all relevant staff and volunteers are Criminal Records Bureau cleared.

- 11.3 The Hirer will respond swiftly and appropriately to any allegations of abuse, in accordance with their Child Protection Policy. In cases of urgent concern the Hirer will contact the Police.
- 11.4 If required, the Hirer will submit a completed 'Events Photography Authorisation Form'.
- 11.5 For reference, the Hirer is welcome to view the Council's guidance document, 'Child Protection Procedures for Community Services'.

#### 12 First Aid

- 12.1 The Hirer is responsible for ensuring that appropriate first aid cover and first aid equipment are on hand at all times throughout an Event. The location of first aid services shall be made known to patrons of the Event by signage and by other appropriate means.
- 12.2 In the event of accident, incident and/or injury, the Hirer will at once take appropriate action.
- 12.3 A Hirer may be requested to provide specific first aid cover; this must be provided by a recognised organisation, e.g. St John Ambulance, British Red Cross Society.
- 12.4 If no recognised first aid organisation is used, the Hirer will provide the Council with documentation of first aid certification of all authorised staff working at the Event.
- 12.5 All first aid treatments, incidents and emergencies must be recorded using relevant forms in accordance with Health and Safety legislation relating to Accident Reporting.

### 13 Alcohol

- 13.1 If alcohol is to be sold and consumed relevant licenses must be obtained and strictly adhered to.
- 13.2 The sale and consumption of alcohol can occur subject to the Council agreeing upon the appropriateness of the event.
- 13.3 The Hirer may be asked to display relevant signage.

#### 14 Noise

- 14.1 The hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue.
- 14.2 The Council reserves the right to check external noise levels at regular intervals to ensure that sound levels are reasonable and not affecting noise sensitive premises.
- 14.3 At any Event, amplified or non-amplified music shall end by 23.00 hours, and shall be controlled in accordance with 14.2.
- 14.4 The Hirer shall ensure that the amplified or non amplified sound level from the Event (including regulated entertainment such as live music) does not exceed 83dBA, measured by a 5min LAeQ. In any event, the noise shall not cause Statutory Nuisance.
- 14.5 The use of any public address system at the Event must be first agreed in writing by the Council and must be operated so as not to cause a noise nuisance in breach of 14.1.
- 14.6 All reasonable steps must be taken by the Hirer to mitigate the noise from amplified music, and to comply with noise limits. Hirers of Events may be required to reimburse any reasonable costs incurred by the Council in responding to any complaints or at the Council's sole discretion in monitoring of the Event.
- 14.7 The Hirer shall ensure that all generators and associated equipment are fully serviced, fitted with efficient silencers and sound proofed as necessary. Generators and associated equipment should be sited as far as possible—from houses and noise sensitive buildings.

- 14.8 The Hirer shall ensure that stages and marquees are classed as temporary demountable structures; their location should be away from nearby residential areas, with the stage facing in the opposite direction to residents homes/noise sensitive premises.
- 14.9 The Hirer shall give the same considerations highlighted in 14.7 and 14.8 when considering the location of speakers, directing them away from the most noise-sensitive buildings. The noise exposure from speakers will be monitored as in clause 14.2.
- 14.10 The Hirer shall ensure the Venue and outdoor areas are not used after 23:00 18:00. It is the responsibility of the Hirer to ensure supervision of areas is carried out on a regular basis and, if appropriate, action taken to ensure that no behavior that may disturb neighbors will be allowed at the Venue.
- 14.11 The use of appropriate, visible and clear notices requiring customers to leave the premises and the area quietly must be placed at all exits during events. People must be reminded to leave quietly by regular-announcements during entertainment events.
- 14.12 The Hirer must ensure that the dismantling of temporary structures, the moving or running of generators and large—equipment, and the movement of Heavy Goods Vehicles must cease by 23:55 hours.

#### 15 Fairs & Rides

- 15.1 Where the Council has agreed that the Venue shall be used for a fun fair then the Hirer shall supply full details of all side shows and rides prior to the Due Date and shall comply with and ensure that the operators of the rides comply with the guidance given in the publication 'Fairgrounds and Amusement Parks Guidance on Safe Practice' published by the Health and Safety Executive, and all other statutory requirements.
- 15.2 The Hirer shall require all their contractors and agents to supply valid Amusement Device Inspection Procedures—Scheme (ADIPS), this is particularly important where third parties conduct fair rides. Where employees of the Hirer conduct fair rides they shall also provide valid Amusement Device Inspection Procedures Scheme (ADIPS). Copies of ADIPS shall be provided to the Council.
- 15.3 Although popular, inflatable units, including bouncy castles, can be extremely dangerous if operated incorrectly.

  All—inflatable units must be operated in accordance with the Health and Safety Executive Guidance Note PM76
  'Safe—Operation of Passenger Carrying Amusement Devices—Inflatable Bouncing Devices' (ISBN 0 11 885604 9

  -available from HSE Books Tel 01787 881165).
- 15.4 The Hirer shall ensure that operating practices and procedures as set out in the Health and Safety Executive's Code of Practice for Fairgrounds and Amusement Parks, (HS(G) 81 refers), are adopted as minimum operational standards.
- 15.5 The Hirer shall provide sufficient competent supervisory personnel to ensure the safety and control of participants and members of the general public.

#### 16 <u>Circuses</u>

- 16.1 The Council does not permit circuses with animal performances on Council owned land.
- 16.2 The Hirer will ensure that the circus tent is fully inspected each year for flammability and structural integrity, and only erected by qualified and experienced staff.
- 16.3 The Hirer must ensure that all equipment, including lifting gear, fire safety equipment, and electrical equipment, is tested and certificated annually by qualified independent external inspectors.
- 16.4 The Hirer must ensure that the circus tent is thoroughly inspected prior to each performance and provide certified evidence—to the Council before the event.
- 16.5 The Hirer shall ensure all staff, contractors, and agents, are fully trained and aware of emergency procedures.

- 16.6 The Hirer must be a member of the relevant professional organisations.
- 16.7 The Hirer shall provide the Council with relevant certificates set out in Clauses 16.2, 16.3, 16.4 and 16.6.

#### 17 Animals

17.1 Events which include the showing of, or demonstration of, working animals, livestock or pets may be allowed to take place on Council land providing such events satisfy the Council's requirements for safety and suitability.

#### 18 Bonfire & Fireworks

- 18.1 The ground is **not available** to hold a "Bonfire".
- 18.2 Where the Council has agreed that the Venue shall be used for a firework display, the Hirer shall—inform—Shropshire Fire Service, the Police, and the Highway Authority, of the fireworks display and shall—undertake to-meet all their requirements.
- 18.3 The Hirer shall be solely responsible for injuries to persons attending the Event caused by a firework.
- 18.4 Only professional operators, or recognised firework societies, must carry out firework displays. All—firework operators (including employees of the Hirer) who perform work on the firework display at the Event shall—undertake and provide a risk assessment and provide a copy to the Council by the Due Date.
- 18.5 The Hirer shall ensure that the fireworks display is at a safe distance from members of the public,—and that this be maintained at all times throughout the display. This should be in accordance with the current—guidance provided by HSE.
- 18.6 The Hirer shall ensure that there are sufficient stewards employed to control the Event and to keep the site—secure. All stewards must be made aware of the conditions of hire, health and safety, and of any emergency drill or—procedure in case of accident.
- 18.7 The Hirer shall submit to the Council with the Events Booking Form, a site plan showing the position of the display in relation to the rest of the Events.

### 19 Food & Beverages

- 19.1 All caterers at the event must comply fully with the requirements of the Food Safety Act 1990 and the Food Hygiene (England) Regulations 2006 and any amendments thereto and comply with all instructions given by the Environmental Health Officer.
- 19.2 The Hirer must provide separate toilet facilities for the exclusive use of food handlers, with hot & cold water-provided, and suitable hand-washing facilities.
- 19.3 The Hirer shall ensure that all caterers using liquefied petroleum gas (LPG) comply with current regulations and codes of practice.
- 19.4 All supplies of LPG, whether in compounds or within catering operations, must be based at secure well-ventilated locations away from sources of ignition, other fuels, and the public.
- 19.5 The Hirer shall provide copies of Hygiene certificates to the Council.

### 20 <u>Public Conveniences</u>

20.1 Where the Council considers the size of an Event requires the provision of additional temporary conveniences, these shall be provided by the Hirer at the Hirer's expense who shall ensure that they are maintained in a clean condition to the reasonable satisfaction of the Council at all times throughout the duration of the

Event.

- 20.2 The Hirer to refer to HSE Event Safety Guide for a guideline on the provision of temporary conveniences.
- 20.3 The Hirer is to provide appropriate temporary conveniences for wheelchair users and other people with special needs. It is recommended that one toilet with hand-washing facilities should be provided per 75-people with special needs.
- 20.4 The Hirer to consider appropriate baby changing facilities including receptacles for hygienic disposal of nappies.

#### 21 Sweepstakes, Raffles, Lotteries, Other Gambling & collections

- 21.1 The Hirer shall not hold, or permit to be held, any sweepstakes, raffle, or other lottery, at the Venue during the hire, other than one which is permitted by law (and registered if the law requires) and agreed by the Council.
- 21.2 The Hirer shall apply for a Street Collections permit from Shropshire Council Licensing Department on 0345 678 9026 if they intend to make any cash collections at the event.

### 22 Advertising (No Fly Posting)

- 22.1 Fly posting on the highway and on property within Shropshire County Council boundaries is illegal and is strictly forbidden in relation to the Event. Certain types of Event official direction signing via the RAC/AA may be acceptable.
- 22.2 The Council will prosecute Hirers who fly-post. Should fly posting take place, the signage will be removed with a risk of legal action by the Council.
- 22.3 Prior to the erection of signage for an Event, such rights must be negotiated with the Council. Signage must be reasonable and appropriate for publicising the Event and shall not use offensive depictions, words, or graphics. The Council may request removal of offending signage, and on request the signage shall be removed by the Hirer at the cost to the Hirer.
- 22.4 Signage must be removed within 24 hours of the Event concluding.

### 23 Illegal Sale of Goods & Offering of Prizes

- 23.1 The Hirer shall be responsible for ensuring that the sale of goods or services (including prizes offered) is done in a lawful manner, and that the goods or services are themselves lawful.
- 23.2 The following is a list of some prohibited goods as designated by the Council:
  - (a) The sale or gift of live animals, birds, fish and reptiles.
  - (b) The sale or gift of real or replica guns, knives and all other weapons.
  - (c) The sale or gift of illegal items.

#### 24 Exhibited Vehicles & Machinery

24.1 The organiser shall supply on the Event Booking Form the details of any proposed types of vehicles and machinery to be displayed as part of the Event and such vehicles and machinery shall only be stationed on areas—agreed for their display by the Council. Unless special arrangements are agreed with the Council no exhibited—vehicles and/or machinery shall be driven or moved from the areas allocated during the course of the Event.

#### 25 Structures

- 25.1 The organizer should ensure the safety of structures used for the event e.g. temporary seating, staging,
  - lighting columns, video screens etc. are designed to be strong enough to withstand the anticipated loading-

- (including wind loading), are erected by competent persons, and are maintained in a safe and stable-
- condition throughout the event.

## 26 Waiver

26.1 No forbearance, delay or indulgence by the Council in enforcing any of the provisions of the Agreement shall prejudice or restrict the rights of the Council nor shall any waiver of its rights operate as a waiver of any subsequent breach.

## 27 Assignment

27.1 The Hirer cannot assign, pledge or transfer this Agreement or any of the rights or obligations therein without the written consent of the Council.

### 28 Whole Agreement

28.1 Each party acknowledges that this Agreement and the Conditions herein contain the whole Agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents

I have read and understood these conditions and agree to be bound by them.
Signature:
Print Name:
Date:
William Brookes School
Position: