Submission to the Parliamentary Inquiry into the Franchising Code of Conduct - ANDREW FOOTE - Party Plus Franchising (WA)

Author's Background and potential bias

Until September 2007 I was a franchisee of a small, franchised, store-based business (initially costing approximately $110,000) for six years. I have been a master franchisee of the same franchised system for approximately 5 years. I have been a director of the company known as the "franchisor" of the same franchised system for approximately 3 years.

As a master franchisee and/or franchisor, I applaud the spirit and the intent of any inquiry into franchising that reduces uncertainty and increases protection for all stakeholders within franchising in general and specific franchise systems.

Despite my severe criticism of the recent (Matthews' Enquiry initiated) requirements to update my Disclosure document twice within a 12 month period - which caused significant disruption and cost that will ultimately be borne by the retail consumer - I applaud the actual changes.

For the record, within our franchise system many of these changes were already a standard part of our marketing, sales, recruitment and disclosure processes, although not necessarily in the exact manner now required to be documented. Notwithstanding this criticism of double-updating, I believe that these changes will continue to have a positive effect upon the franchising industry in general - if only to decrease the number of spurious claims from disgruntled franchisees who did not undertake their own "due diligence" prior to commencing within their respective franchise system.

Having said that, I have noted an increasingly interference by various governments and their agencies over the last seven years of business. This is my major complaint and will be detailed below.

Assumptions

It seems to me that some very fundamental issues need to be addressed prior to this Inquiry developing any recommendations. At the very least:

1. Does government acknowledge that a franchise system is owned by the franchisor and not by the franchisees? Further, does government believe in a free-market society and uphold such a principle?
2. If government does believe in item 1 above, does government wish to change that viewpoint?
3. To what extent should government regulate the lives of its citizens?
4. To what extent is government prepared to pay for that regulation of its citizens? (I mean in monetary terms, not in terms of a coup d'état!)

Opening Scenario

– An argument for free-market society and non-government intervention

Consider that I visit a supermarket with the intention of purchasing some fruit and enter of my own volition. I see various fruits displayed. I consider a specific piece of fruit, examine the fruit for defects, consider whether it will suit my taste, palette, other aspects relevant to my diet or indeed menu preparation, and ultimately purchase the piece of fruit as it meets my expectations.

At this point, the supermarket has not coerced me in any underhanded way. It has fairly advertised the fruit for sale and at the appropriate price. It has either a stated or unstated policy regarding refunds and returns should the fruit ultimately prove to be not in what was represented (for example under the Trade Practices Act provisions).

Both the supermarket and I are happy.

When I return home, should the fruit be discovered to be faulty in some way, I have immediate remedy to return the fruit for refund or replacement. I am happy that government has created and enforces the Trade Practices Act and Fair Trading

provisions as these protect my rights as "the little guy" against the potentially "big bad (franchise) supermarket".

However, should I discover that the fruit is perfectly as represented but I no longer need the fruit (eg my wife had in the meantime already purchased a piece of fruit making the fruit that I purchased redundant, or that the colour does not match the rest of my menu or in some way does not meet my personal expectations), the question is whether it is reasonable for me to request, expect or dispute with the supermarket owner to refund me should I return the fruit.

At this point it seems to me that I chose the fruit, I made the decision whether it would be suitable my purposes, and I am therefore responsible for my actions. Even if there was a salesperson nearby extolling the virtues of the fruit in general and the piece in my hand in particular, providing that the salesperson did not make any false claims or employ any coercion or underhanded sales tactics, I am still responsible for the choice.

A reasonable person would consider that I have no reasonable recourse in this latter situation. Circumstances merely occurred that made the purchase no longer suitable, or I made an ill-informed or under-informed decision. Given that government protects my rights as the little guy, the natural question that arises is whether government should also step in on behalf of the supermarket to protect their rights against (in this example) my stupidity or, perhaps more charitably, lack of forethought.

What's the Principle?

I recognise that I am talking about a one dollar piece of fruit. However it seems to me that the principle remains the same for the sale and purchase of any item and should apply equally on both sides of the transaction.

My question is “Should a business be an exclusion or exemption to this principle?” While I acknowledge that, like the family home, the purchase of a business often has an additional emotional component and perhaps a far greater risk (and reward) component, the dollar value and risk/reward is immaterial to the principle at stake. To me the key principles are those of due diligence and “caveat emptor”.

If one disagrees with those principles, a question that arises is, "What transactions freely conducted between individuals should, can and will the government or its agents oversee or interfere with, and to what extent?"

Notwithstanding the Matthews Committee comment that "some of the problems identified by the submissions may have been avoided if the prospective franchisee had a clear understanding of significant risks that were involved becoming a franchisee”, a natural question that arises is to what extent should a government interfere or cease its interference in the private affairs of the individuals it is there to serve and protect. (I make the point that “interfere” does not imply a negative connotation – rather, an acknowledgement that any person or entity engaging in activity not related to their own direct sphere of responsibility or authority is technically "interfering". Interference is of course sometimes absolutely necessary.)

- For example, when purchasing a stand-alone (non-franchised) business, it would be a usual procedure to undertake what is commonly referred to as "due diligence". Excluding any specific circumstances that could clearly be considered illegal or consciously deceptive, should a purchaser subsequently discover that the business they have purchased is not as successful as they had expected, the seller of the business could quite fairly state "Not my problem. It was working fine when I sold. The issues you are now experiencing are not of my making. Why should I now be held responsible or accountable for your actions or inactions and subsequent failure?"

If one agrees with the due diligence and caveat emptor principles, but considers that purchase and sale of business transactions represent an exception that should be more directly overseen by government, the natural question that arises is, "Will such overseeing be conducted equally between all business types, irrespective of size, structure?".

- For example, in transaction #1 Mary is selling her home-based sewing business turning over $10,000 pa to Sue for a sum of $5,000.
- In non-related transaction #2, the directors of XYZ Pty Ltd are selling their franchised fast food outlet that turns over $5m for $1.5m to FGH Pty Ltd.
- Does the government intend to oversee both transactions identically and consistently? Is there some (as yet unstated) turnover, profit or purchase price cut off? If so, what is the logic of that cut-off point?
- At what cost, and to whom, is government prepared to undertake such activity?

<u>Hold on a second, isn't government already involved?</u>

When I enter into a commercial transaction using a formal piece of paper (eg a contract), if I'm seeking government endorsement that, at some future point, I can rely upon government to enforce my piece of paper at law, I am required to submit that piece of paper to the government for assessment and stamping by the appropriate body (in WA, the Office of State Revenue (OSR)). I pay a fee to the government for this assessment, stamping, and for agreeing to uphold my right to rely upon them for support in the future should the agreement be breached.

In broad terms, the government is saying to me, "We have received your document. We acknowledge your document as a legal document freely entered into by the relevant parties. To the extent permitted by law, the government will enforce all relevant parties' rights to pursue any claim(s) arising from that document in the courts."

If … Then …

If that's true, and if a franchisee freely enters into a franchise agreement without coercion, and if the government is acknowledging that it will enforce the rights of both parties in a transaction, and if the government has freely entered into receiving a fee for providing such a service and promise of future enforcement, then I'm a little lost. Why is it that the government is investigating good faith provisions outside of common law and current legal provisions and precedents?

Issues affecting our franchise #1

- At what point does the individual cease to have the right (and obligation) to make their own decisions in a fair and open marketplace?

While perhaps overstating the case, as a casual observer, albeit with a vested interest, it seems to me that one of the catalysts for this Inquiry is the publicly reported case regarding renewal of a franchise agreement raised by the KFC Rockingham franchise. No doubt the SA and WA inquiries flowing form this case and other disaffected franchisees have added to the pressure of an inquiry so soon after the Matthews Enquiry.

I won't make any comment about this particular KFC Rockingham renewal issue because I wasn't involved in initial discussions, and nor was I involved in seeking legal or financial advice from a professional advisers in relation to the specific franchise agreement.

Hold on a second ... isn't that the very point? I wasn't there, and neither were the members of this Inquiry. I have no way of knowing what was stated, by whom, what the contents of the documentation were etc. However, the franchisees presumably were. The master franchisee (Australia franchisor) presumably was. What am I missing here? These are presumably two sets of individuals or corporations legally entitled to freely enter into a business agreement without coercion. Again I ask, "Why is it that the government is now investigating this?"

- I recognise that there may be more issues involved here that I'm not aware of, and don't choose to speculate. However, my basic point remains the same. A dispute about a legal contract should be between those parties and, if appropriate, the courts. One assumes that the courts will investigate the matters of due diligence and give due attention to caveat emptor.

Leaving this aside for a moment, as a first time businessperson I made basic enquiries into the business I was considering purchasing. I was about to risk more than $100,000 (a fortune for me at the time) and risking my family home. It seemed rather straightforward and sensible to me to ask questions - of the franchisor, of other franchisees, of my professional advisers, and of my personal support network.

There was no legislation requiring me to do any of this, other than the general requirement under the franchisor's Disclosure document as required by the Franchising Code of Conduct.

When I entered into the first and then subsequent franchise agreements, one of my questions to the franchisor was "What happens at the end of the franchise agreement?" A subsequent question was "If the franchise agreement term is renewed for another term, what happens at the end of that franchise agreement term?" I kept asking that question until I received an answer to the final or "endpoint" of the entire process. In my case, it was clear to me that I had a 10 year initial term followed by a 10 year option. At the end of that 10 year option (ie 20 years in total), my financial and legal responsibility to the franchisor and the franchise agreement terminated, as did the franchisor's responsibility to me. I was very clear that, assuming I did not sell or assign my franchise agreement during that initial 10 or subsequent 10 year period, I was responsible to carry out the provisions of the franchise agreement in full. I had no expectation of continuation past the stated endpoint. I therefore made a business decision whether to purchase or not based on the answers to those questions. My financial risk/reward and Return on Investment and Return of Investments expectations were factored into my process and deliberations.

As an aside, when I met with my professional advisers, in addition to renewal fees and general conditions, this "endpoint" question was a key issue that they required me to understand.

Again, noting that I have no personal knowledge of the individual KFC Rockingham franchise case, it seems to me that the principle behind this is the answer to the question, "At what point does the government and/or the franchisor have to spoon feed a potential franchisee over basic business decisions?" Put in other terms, if I lead a horse to water, is it reasonable to expect me to explain the composition of the water, to detail exactly how water is drunk and how it is absorbed by the digestive system, to explain the importance of hydration, to set up an irrigation system, to supply a hose or a straw, and finally to shove that a hose or straw down the horse's throat and force water down its throat?

Does this seem a silly question to you? From my perspective, this is exactly what has been reported of the KFC Rockingham case and concerns me greatly, if this is a pre-supposition of this Inquiry. (Again, I don't know the details of this may be an incorrect conclusion based on incomplete media reporting.)

Am I being too harsh? That is not my intention. As a caring parent or society (or in my case franchisor), it is incumbent upon us to want to protect our children or citizens (franchisees). However, when that genuine care and desire to assist moves past a certain point (admittedly, not defined), the children, citizens or franchisees can easily move to a position where they believe they are "entitled". Worse, the children, citizens or franchisees may never learn valuable lessons about how to run their lives (or businesses). It is a personal observation based upon experience of retail customers within my particular industry that there is less and less personal responsibility being taken by the individual and more and more burden being placed upon either government or business. One need only look at the massive rise in litigation and insurance claims in the last five years to amplify this point.

Franchise agreements approaching the end of their term

Franchise agreements that have been in place for a long period of time will naturally be starting to approach their finalisation of term. From a franchisor's perspective, the term of a franchise agreement may have been determined many years ago upon consideration of a number of points, and usually with reference to both a personal and broader-based economic perspective. These may include a reasonable or expected return of investment to the franchisee.

A personal example:

- Within our franchise system we consider that a 10 year initial term provides sufficient time for the franchisee to establish, develop and expand their business into a thriving business operation. In our particular circumstances, this is determined by financial and economic modelling, as well as the more common forms of lease arrangements that are available to our franchisees. While other franchisors may consider a 5, 7, 15 or 12⅔ year terms, that doesn't work for our model
- At the conclusion of that 10 year period, our broad business model is that we would ordinarily expect that the franchisee would have recouped their entire investment, as well as providing what we consider to be a high overall return on investment of all capital, human and emotional resources across the period.
- Subject to the usual provisions, an additional 10 year period may then be offered for a renewal fee (currently 50% of a new franchise fee).
- As a franchisor, we are very clear that we want our franchisees to excel and be extremely profitable for the time, effort and energy expended. The first 10 years allows them to get to this point. The second 10 years is partly our way of saying "thank you" for helping to establish and develop the brand, and partly our way of saying "you should now be able to enjoy the increased fruits of your labour". However, even with this “kindly and benevolent dictator” approach, fundamental decisions will always be predicated upon the economic well-being and future of our own business.

- At the conclusion of the 20 year period, we are very clear that each franchise agreement (and associated business) completely terminates. That does not mean that we will not issue a further franchise agreement, however there is no statement, promise or implication that we would do so. If for no other reason, with the knowledge that society, the business model, competitors etc may significantly change in years 11-20, it would be irresponsible for the directors of a franchisor company to lock the company (or indeed their franchisees) into a formal and binding agreement for a further 10 or more years.
    - There is a question mark in my mind that, should government require that franchisors offer such future certainty of extension of terms to franchisees, government could be a) in breach of common-law and b) be causing franchisors to investigate how they can liquidate their companies to avoid getting into future situations that they have no control over and would not have entered into under a carefully thought out business plan
    - As an example, in our case, should there be a legalised requirement to compensate a franchisee at the end of the term of the franchise agreement for goodwill or similar, I can assure you the upfront franchise fee would be significantly higher (let's conservatively say 3,000%). Most likely that would stop the expansion of our brand as no-one could justify such an entry price. I am not a lawyer, but I wonder whether such an action of requiring such a requirement actually contravenes various aspects of s45 of the Trade Practices Act (eg third line forcing, abuse of market power – in this case by government).
- Having said that, subject to the company's rules and the franchise business model at that time, the directors may well be at liberty to issue a further franchise agreement term or abandon the location/territory. Alternatively, the directors may decide to setup a brand new franchise (or company store) within the same location/territory without any regard for the terminating franchisee. That is not cruel, impersonal or uncaring. It is a commercial business decision made with in advance, and with due thought and proper business planning. Franchisees should be doing the same.

Churning, collusion, encouraging franchisees to fail

There will be charlatans that one finds within any strata of business or society. I recognise that the inquiry may be looking to close loopholes and tighten procedures in order to restrict such persons or entities. Assuming for a moment such persons and entities represent 1% of the total strata of business or society (in this case franchisors), at what point is it reasonable to adversely affect the other 99%?

It seems to me that it is easy to lose sight of the bigger picture on the assumption that a number of franchisors are abusing their "position of power".

It also seems that there is an assumption that "churning" is highly prevalent and profitable.

Leaving aside my personal observation that a franchisor has virtually no power:

- The cost of commencing a new franchisee in most systems is immense. I suspect the initial franchise fee charged would rarely cover the actual costs charged to that franchisee up-front. A personal example.
    - Our franchise fee of $42,500 is structured as $7,500 store fit-out consultancy fee (eg we project manage the store fitout to satisfactory completion), $15,000 franchisee training fee (4 weeks full-time, 2 weeks part-time), $5,000 contribution to existing network combined marketing funds. The fit-out and training fees are cost neutral. Actually, they are cost negative, because our personnel are committed to that additional activity over and above their normal tasks, meaning those tasks are deferred or left undone while we discuss, assess, select, project-manage and train. That's not a complaint – just a fact. The remaining $15,000 is what's left as a true franchise fee for a 10 year agreement – which pays for the "right" to operate under the brand, systems and existing marketing strategies.

    - Our view is that we would prefer to receive an ongoing royalty fee which compensates the franchisor over an extended period for this initial investment in the franchisee.
- Given the above point and example, for a franchisor to structure a franchise agreement and individual franchisee situation in such a way that the franchisee is destined or encouraged to fail seems speculative at best. The time, opportunity and brand diminishment cost to the franchisor is too important to promote such activities. Add to this the recent (welcomed) changes requiring previous franchisees' details to be recorded in Disclosure documents.
- A failed franchisee will usually mean a failed franchisor.
- A failed franchisor will usually mean a failed system.
- A failed franchisee will almost always diminish the value of the brand.
- A diminished brand will almost always lead to lower revenue and profits to the franchisor through both ongoing royalties and additional franchised units.
- Therefore, with the exception of the "take the money and abscond" fly-by-night scenario, I fail to see how any franchisor can benefit from encouraging a franchisee to fail.

What about the disgruntled franchisees?

While I accept that a continuous flow of franchisee complaints on virtually identical issues may represent either a systemic or legislative problem, a few isolated cases of franchisees disgruntled about any matter does not necessarily mean that there is such a problem. Within the more specific reasons leading to this Inquiry, those franchisees may have merely come to the end of a commercial and contractual agreement. While I am sure those franchisees will not be happy with themselves (or their advisers) for not carrying out a basic level of due diligence prior to commencement, I fail to see why the taxpayer and the franchisor should be responsible in any way for assisting such people.

In relation to this point, it is my fervent hope that the Inquiry is not seeking to recommend any retrospective legislative changes or compensation. To do so would open the potential for a number of franchise systems to collapse almost immediately - thus endangering the livelihood of the franchisor as well as a large number of unsuspecting franchisees. For example:

- A franchisee ending their final term of franchise could make a legal claim or challenge against the franchisor.
- The franchisor consciously chose not to make provision for any future legal claims regarding the natural ending of franchise agreements because, as part of their long-range business planning, due diligence and presumably legal advice some 10-20 years ago, it was deemed unnecessary. Should the franchisor not have the resources to meet this claim that they could not have reasonably expected to foresee, the franchisor could be faced with business closure.
- If the franchisor now closes operations, its remaining franchisees are immediately placed in a tenuous position. They may not be legally allowed to trade under the terms of the franchise agreement with a franchisor who no longer exists, and an appointed liquidator may restrict them from doing so anyway.
- In such a circumstance, those franchisees lose the business and brand overnight - irrespective of their existing franchise agreements and terms remaining - and potentially lose millions of dollars in capital gains should they sell and future revenue from trading. Potentially hundreds of individuals and families, represented by franchisees and their employees, would be directly affected.
- This is a very slippery slope for government to consider.

A word on the "power imbalance"

Much has been said about the "power imbalance" favouring the franchisor. I suggest that the franchisor in most franchise systems has far more knowledge, industry experience and practical insight into the daily operations and strategic vision of the franchise system than most incoming franchisees. In addition, the franchisor has developed various strategic alliances, partnerships and supply agreements etc that are of benefit to both the franchisor and the network of franchisees. I suggest that in a vast majority of cases, this amalgam of experience and knowledge are the very attributes that potential franchisees consider as valuable proprietary knowledge - sufficient to allow them to justify the payment of initial franchise fees and enter into a long-term legally binding contract.

A key element here is that this is proprietary knowledge. By signing a franchise agreement and paying an initial franchise fee and ongoing franchise royalties as appropriate, the franchisee agrees upfront (and continues to agree for the entire term of the franchise agreement) that they are merely using the proprietary knowledge under a franchising and licensing arrangement. Unless it is expressly stated, or even implied, I cannot see how the potential franchisee could consider that this power imbalance was a disadvantage to them … and even if they did, there is no requirement for them to enter into the franchise in the first place. Hence, there is no power imbalance.

- An imperfect example. I've never played cricket in my life. However I decide to field a team to play against the Australian Cricket Team. There is naturally a power imbalance - whether I acknowledge this at a time or even whether I recognise it. When I lose the match … a fair assumption … to argue that it's "unfair" that the Australian Cricket Team are skilled, have trained 10 years more than me, had 10 years experience as a team, have multi-million-dollar resources backing them and are therefore abusing their market power or exercising a power imbalance does not seem reasonable. My subsequent argument that I should "win" the match is irrational. Correctly interpreted, I just wasn't prepared enough.

Back to power imbalance in franchising. Assuming that no hard sell, bullying or underhanded selling tactics have been employed, acknowledging that there is "freedom of contract" and "sanctity of contract", and assuming that the franchisor has carried out all requirements of the Franchising Code of Conduct in relation to Disclosure documentation and processes, it is difficult for me to comprehend why a government or regulatory body should concern itself with overseeing or investigating the detail of a free market transaction.

Issues affecting our franchise #2

- Compliance cost

It seemed appropriate to add another matters of interest or concern (as per point 5 of the Inquiry's terms of refernece). One significant matter of concern to me as a franchisor is the matter of the cost of compliance.

The cost of compliance has significantly risen in the last five years, and perhaps more worryingly to me on behalf of my franchisees, the major cost of such compliance is the time that both franchisor and franchisee is required to meet government requirements.

With very rare exceptions, such compliance matters have very little positive effect upon the effective operation of our respective businesses. Indeed, anecdotal feedback from my current, previous and potential franchisees is that compliance and "red tape" is one of the major factors they consider when purchasing or selling their businesses. A number of current and prior franchisees have expressed dismay to me over the years regarding the amount of compliance activity that they are required to undertake (admittedly much of this is to do with financial and taxation matters), frequently using terms such as, "I joined this business because I was looking forward to ____, but find I'm spending so much time on compliance matters and 'covering my backside' activity that the joy of business is starting to leave me."

The time, effort, energy and real dollar compliance cost must be paid for by someone. There are at least three main options:

1. The business owner works longer hours in order to complete such compliance issues.
2. The business owner employs specialist skills and absorbs these costs - consequently earning less.
3. The business owner passes on such costs to their customers.

My suspicion is that, as the vast majority of franchised businesses do not have the in-house resources dedicated to compliance related activity, most business owners would undertake compliance related activity in a chronological order as shown above. That reduces their profits and increases the costs to the end user consumer. Someone is earning the differential, but I can assure you it is not me, nor my franchisees. My strong suspicion is that lawyers, accountants and governments are reaping the reward. And yet I can't see that our businesses are operated any more efficiently or safely ... indeed, I see we are just now becoming progressively more inefficient while we do (largely useless) work for someone else for which we are not paid.

It is a personal (and unprovable) viewpoint that a portion of recent inflation rises have been a direct result of compliance-related activity, with businesses passing on such costs to the end user customer. (Such compliance-related activity is of course not restricted to the franchising sector.)

A simple example. The recent Matthews Inquiry increased our initial compliance cost by approximately $3,000. This amount is represented by the need to update the franchisor's standard franchise agreement documentation, the franchisor's Disclosure documentation by 1 March 2008, and then again update the Disclosure document by 31 October 2008. Fees will be paid to lawyers and accountants, and time will be spent by franchisor personnel meaning either additional actual cost or reduction in services to franchisees. There is no benefit to the franchisor, and yet the franchisor

is required to comply with this. In a small franchise like ours, that naturally affects the cost of running the franchise operation. That cost must be borne by the ultimate customer - initially, by the franchisee, but ultimately by the end product consumer.

Summary of position

1. I believe that adequate existing State and Federal legislative provisions exist.
2. Legislating “good faith” provisions should not apply.
3. There should be no retrospective provisions applied under any circumstances. To do so may disadvantage not only franchisors, but existing franchisees.
4. Individuals do need to be protected from potential predators, particularly in certain key areas that may not be readily apparent to the unwary or inexperienced.
5. However, this does not mean that government should over-compensate by placing so many restrictions or conditions that a fair marketplace becomes an unworkable proposition.
6. Correctly perceived, there is an existing dispute resolution and mediation process (largely unavailable to non-franchised businesses). The Matthews Enquiry stated 4% of franchisees in disputes – that is more an indication of success than failure.
7. Correctly perceived, the "power imbalance" usually favouring the franchisor actually benefits the entire franchise system and the franchisees within it. This is what provides group buying power, economies of scale, etc.
8. Regarding “power imbalance”, to my knowledge no franchisee has ever been "forced" to either enter a franchise or sign a franchise agreement. If they were forced, my understanding is that the franchisor has broken the law. Should a potential franchisee not wish to enter a franchise, they are free to look elsewhere. (Put another way, just because I sell red lollies doesn’t mean you

have to buy them, or buy them from me - but if you do, you have to buy under my terms)

9. Should government believe it important to provide more information and potential protection for potential franchisees, it would be valuable for government to develop a standard checklist of questions and processes that should (must) be asked or followed.
10. Further, such questions and processes would naturally apply equally to stand-alone business purchases, and not just franchise systems.
11. Note that the onus should be upon government to provide that information - perhaps on its own websites and provided freely to related industry websites such as the Franchise Council of Australia - rather than upon individual franchisors. There are significant practical issues to be resolved here predominately revolving around the significant differences between various business models and franchise systems. Such questions and processes should be handled with extreme care.
12. Should government believe it important to legislate to modify existing or future franchise agreements (that is, existing, stamped, legally binding contracts), the same logic and rationale should be applied to all legally binding contracts, including mining leases, government contracts etc. To not do so could be seen to be exercising a "power imbalance" in favour of the government.

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