

DATED

*do not date*

2017

THE CORNWALL COUNCIL

-AND-

THE LISKEARD TOWN COUNCIL

**AGREEMENT**

TO

**Run and Manage Westbourne Gardens, Liskeard  
Cornwall**

THIS AGREEMENT is made the

*Do not  
date*

day of

2017

**BETWEEN:**

1. **THE CORNWALL COUNCIL** of Treyew Road, Truro, Cornwall TR1 3AY of the first part; and
2. **THE LISKEARD TOWN COUNCIL** of 3/5. West Street, Liskeard, Cornwall, PL14 6BW of the second part (each individually a "Party" and together "the Parties")

**WHEREAS:**

- (A) The Gardens have for many years past been used as a recreational area and public open space whereon various events have been permitted to take place.
- (B) The Gardens are land within the control and ownership of Cornwall Council who run the Gardens under non statutory function powers conferred by a number of pieces of legislation.
- (C) By virtue of section 101 of the Local Government Act 1972 a local authority may arrange for the discharge of any of their functions by any other local authority. At the request of Cornwall Council the Liskeard Town Council has agreed to manage the Gardens jointly with Cornwall Council.

**IT IS AGREED** as follows:-

**1. DEFINITIONS**

- 1.1 In this Agreement the following words and expressions have the following meanings unless inconsistent with the context

**“Activity” or “Activities”** means any event, organised activity or assemblage of people for any purpose whatsoever approved by the Liskeard Town Council and the Cornwall Council.

**“Activity Plan”** means a description in writing of the planned Activities and shall include such details and documents as may be necessary for the Parties to discharge their duties under this Agreement or otherwise.

**“Agreement”** means this Agreement and the attached Schedules.

**“Commencement Date”** means the date of this Agreement

**“Hirer”** means any person or persons who use the Gardens or part of the Gardens for an Activity permitted by the Liskeard Town Council whether or not for a fee.

**“Fees”** shall mean all payments to be made by the Hirer to the Liskeard Town Council for the use of the Gardens, as shall be agreed by Cornwall Council, following annual review by the Stakeholder Group.

**“Management Group”** means such group as identified in Schedule 1 Part 1

**“Staff”** means all persons employed by the Liskeard Town Council to perform its obligations under this Agreement together with the Liskeard Town Council’s servants, agents, service providers, sub-contractors and volunteers used in the performance of its obligations under this Agreement.

**“Stakeholder Group”** means such group comprising representatives as set out in Schedule 1 Part II.

**“Risk Assessment”** means an assessment and quantification of the likely risks an Activity may pose to members of the public, Hirers or any other person and may include recommendations or conditions as to the way an Activity may be conducted.

**“the Plan”** means the Plan attached at Schedule 5.

**“the Gardens”** means that area of land for identification purposes only shown edged red on the Plan.

1.2 The masculine shall include the feminine and the neuter and vice versa and the singular shall include the plural and vice versa.

1.3 References herein to any Statute, Act of Parliament or Statutory Instrument shall be deemed to include any Statute, Act of Parliament or Statutory Instrument for the time being replacing amending or modifying the same, whether enacted before or after the date of this Agreement.

## **2. COMMENCEMENT AND DURATION**

2.1 The Agreement shall commence on the date shown above. The Agreement will continue in force for ten (10) years from the Commencement Date unless terminated earlier in accordance with the following conditions:

2.1.1. both Parties agree that it should be terminated

2.1.2 either of the Parties giving six (6) months' notice in writing to the other of its intention not to be bound by this Agreement and that the Agreement shall terminate upon the expiry of the notice.

2.1.3 the Liskeard Town Council breaches any of its obligations under this Agreement and fails to remedy such breach to the full satisfaction of the Cornwall Council within thirty (30) days of receiving written notice



2.2 The terms of this Agreement shall be reviewed every twelve months, by the Stakeholder Group at a meeting. The meeting shall discuss matters relevant to this Agreement.

2.3 In the event that the Stakeholder Group proposes any amendments to the Agreement, it shall submit them to Cornwall Council whose sole decision it shall be as to whether or not to amend the Agreement.

### **3. THE LISKEARD TOWN COUNCIL'S OBLIGATIONS**

3.1 The Liskeard Town Council shall manage the Gardens and any Activities taking place in it in accordance with this Agreement.

3.2 The Liskeard Town Council shall not book any Activity restricted by categories contained in Part II of Schedule Two.

3.3 The Liskeard Town Council shall co-ordinate all Activities and ensure that there is no conflict between any of the Activities.

3.4 The Liskeard Town Council shall ensure that it has received from and agreed with the Hirer an Activity Plan before approving any application for an Activity to take place in the Gardens.

3.5 The Liskeard Town Council shall ensure it has received sufficient information in order to:

3.5.1 provide sufficient time and space for the Activity;

3.5.2 allow such measures as are required to protect the ground and structure of the Gardens to be implemented;

3.5.3 allow an accurate assessment of Fees to be made.

- 3.6 The Liskeard Town Council shall not approve any application for an Activity if it cannot approve the Risk Assessment.
- 3.7 Prior to any Activity being approved, the Liskeard Town Council will undertake an assessment of the appropriate safeguarding measures required. The Liskeard Town Council will satisfy itself that if the Activity should require the Hirer, its staff or volunteers to have a DBS check (formerly Criminal Records Bureau (CRB)) check then the Hirer has proper procedures to ensure that these are carried out.
- 3.8 The Liskeard Town Council will ensure that its Staff have awareness and have received training in safeguarding so as to enable it to satisfactorily comply with clause 3.7 and clause 9.
- 3.9 The Liskeard Town Council may require the Hirer at the Hirer's own expense to produce a Risk Assessment for the Liskeard Town Council to approve or may use an agent as necessary to carry out a Risk Assessment.
- 3.10 The Liskeard Town Council shall enter into an agreement with Hirers of the Gardens as part of the booking arrangements. Such agreement shall require payment of the appropriate Fee and include terms that shall require the Hirer to:
- 3.10.1 obtain adequate insurance prior to any Activity taking place and to supply them with evidence that such insurance is in place
  - 3.10.2 comply with Health and Safety conditions;
  - 3.10.3 comply with conditions relating to noise;
  - 3.10.4 to publicise the start and finish times of any event; and
  - 3.10.5 comply with any other such terms as agreed between the Parties.

3.10.6 acknowledge that despite entering into an agreement with the Liskeard Town Council the use and occupation of the Gardens by the Hirer is as licensee only, no relationship of landlord and tenant has been created and the Cornwall Council retains full and ultimate control occupation and ownership of the Gardens.

3.10A The Liskeard Town Council acknowledges that in entering into this Agreement with the Cornwall Council and in entering into any agreements with Hirers its use and occupation of the Gardens is merely as licensee, no relationship of landlord and tenant has been created and the Cornwall Council retains full and ultimate control, exclusive occupation and ownership of the Gardens. The Liskeard Town Council shall ensure it retains appropriate control and possession of the Gardens so as not to impede the Cornwall Council's overall interest and occupation of the Gardens and in accordance with its obligations under this Agreement.

3.11 The Liskeard Town Council shall ensure that any Hirer who is using electrical equipment which is to be either powered by a generator or mains shall be suitably tested and the Liskeard Town Council will request a copy of the relevant certificate for their records.

3.12 Any Hirer requesting a period of hire or use of any part of the Gardens for a period of more than fourteen (14) consecutive days in any one (1) calendar year shall require a written licence to be issued. The Liskeard Town Council will seek approval from Cornwall Council when receiving a request of this nature. The decision to grant a licence will be made by Cornwall Council and representatives of the Management Group. The licence will be issued by Cornwall Council and managed by the Liskeard Town Council. No licence shall be issued for a period greater than four months.

3.13 The Liskeard Town Council shall refer all issues relating to repair and maintenance of street lighting or highways, in the first instance to the Cornwall Council directly.



- 3.14 The Liskeard Town Council shall be responsible at its own cost for any cleansing or collection of litter and refuse caused by any Activity, notwithstanding its discretion to require Hirers to carry out cleansing or collection of litter and refuse as part of the conditions of hire.
- 3.15 The Liskeard Town Council shall carry out at its own cost all those maintenance activities assigned to it in Schedule Three.
- 3.16 The Liskeard Town Council shall allow Cornwall Council to use the Gardens without any charge being payable provided that:-
- 3.16.1 Cornwall Council gives Liskeard Town Council written notice of the times, dates, and Activity that the Cornwall Council requires;
- 3.16.2 the time and use or proposed use does not interfere with any Activity which has been previously approved by the Liskeard Town Council.
- 3.17 Cornwall Council shall have the right to withhold permission for any Activity proposed to be carried out in the Gardens.
- 3.18 The Liskeard Town Council shall inform Cornwall Council promptly and confirm in writing if it is unable to or fails to carry out any of its obligations in accordance with this Agreement. The provision of information under this clause 3.18 shall not in any way release or excuse the Liskeard Town Council from any of its obligations under this Agreement.
- 3.19 The Liskeard Town Council shall at all times (where relevant) comply with Cornwall Council's Contract Procedure Rules and Financial Regulations and all policies and procedures as may be amended from time to time.
- 3.20 If the Liskeard Town Council is unable or fails to comply with its obligations or any part thereof in accordance with the requirements of clause 3, Cornwall Council may itself provide or may employ and pay other persons to fulfil the requirements of this Agreement or any part thereof and any additional costs



incurred thereby shall be recoverable from the Liskeard Town Council by Cornwall Council as a debt. Cornwall Council's rights under this clause shall be without prejudice to any other rights or remedies which it may possess.

#### **4. CORNWALL COUNCIL'S OBLIGATIONS**

4.1 Cornwall Council shall be responsible for the routine cleansing and collection of litter and refuse from the Garden.

4.2 Cornwall Council will use reasonable endeavours to ensure that the Garden is maintained in a safe condition.

4.3 Without prejudice to clause 4.1, Cornwall Council will ensure:

4.3.1 all trees are regularly inspected;

4.3.2 all street furniture is kept in a safe and tidy condition; and

4.3.3 any maintenance assigned to it in Schedule Four is carried out.

4.4 Cornwall Council shall use reasonable endeavours to ensure that the structural integrity of the Gardens together with the any part underlying a highway and spanning across and culvert and/or drain, and the perimeter walls, fences and hedges are fully maintained.

#### **5. ALTERATIONS AND ADDITIONS**

5.1 Cornwall Council will permit the Liskeard Town Council to create a double entrance at the points marked 'A' and 'B' on the Plan together with the grant of all necessary rights of vehicular access in order to use the new entrance. Any consent granted under this clause 5.1 shall not exempt the Liskeard Town Council from the obligation to apply for formal planning and other required consents prior to the work being carried out.

5.2 In the event that the Liskeard Town Council wish to create an energy supply in the Gardens, it shall notify the Cornwall Council of its plan and submit plans, prior to carrying out any work. The Cornwall Council shall notify the Liskeard Town Council as soon as reasonably possible, of its decision in relation to the proposed works. Any consent granted under this clause 5.2 shall not exempt the Liskeard Town Council from the obligation to apply for formal planning and other required consents prior to the work being carried out.

## 6. ACCOUNTS

6.1 The Liskeard Town Council shall keep complete accounts and financial records relating to all Activities undertaken in the Gardens including all Fees paid to it and evidence of expenditure in relation to the Activities and its obligations under this Agreement.

6.2 The Liskeard Town Council shall permit inspection and provide copies of such accounts and records by Cornwall Council (or such officer(s) authorised for this purpose) at any time Cornwall Council reasonably demands.

6.3 The Liskeard Town Council shall be entitled to retain all income from the Gardens as long as such income is re-invested for the purpose of the Activities in the Gardens or other purposes in relation to the Gardens including administration cost. The combined Stakeholder/ Management Group will oversee the spending of the budget. The Liskeard Town Council will create and maintain a cost centre specifically for the Garden's budget.

6.4 Fees for usage of the Gardens shall be reviewed on an annual basis by the Stakeholder Group.

6.5 The Liskeard Town Council is to provide Cornwall Council with updates every twelve (12) months in respect of the following:-

6.5.1 The income generated during the previous twelve (12) month period.

6.5.2 The amount of expenditure during the previous twelve (12) month period.

6.5.3 All and any Activities and/or events that the Liskeard Town Council is reasonably aware of at the time of updating Cornwall Council that have been booked which will take place during the next twelve (12) month period.

6.5.4 If the income exceeds the expenditure at the site and there is no requirement for investment at the site then the profits shall be shared between Cornwall Council and Liskeard Town Council.

## **7. INSURANCE AND INDEMNITIES**

7.1 The Liskeard Town Council shall maintain public liability and third party insurance of the sum of Ten Million Pounds (£10,000,000) and produce a copy of such policy to Cornwall Council if so required.

7.2 The Liskeard Town Council shall indemnify Cornwall Council against any claims arising from Activities supervised by it under this Agreement.

7.3 The Liskeard Town Council shall indemnify the Cornwall Council against any losses that arise from the management of the Gardens by the Liskeard Town Council.

## **8. THE MANAGEMENT AND STAKEHOLDER GROUPS**

8.1 A combined Management and Stakeholder Group shall meet Annually and both Parties will ensure that there is officer representation at each meeting and that it shall co-operate fully with those meetings and ensure that the views of representatives are taken into account when any relevant decisions are made.



8.2 The Liskeard Town Council shall ensure meetings with the Management and Stakeholder Group are held once a year to which Officers and stakeholders shall be invited in advance and upon reasonable notice.

8.3 The Management Group will approve the annual programme of events and activities and will review these at each Management Group meeting.

8.4 The Liskeard Town Council shall ensure meetings with other user groups are held when deemed necessary to which the Cornwall Council shall be invited.

## **9. SAFEGUARDING**

9.1 The Liskeard Town Council shall put or have in place a safeguarding policy which reflects and complements the relevant statutory provisions relating to safeguarding children and/or vulnerable adults and Cornwall Council's safeguarding policies and procedures.

9.2 The Liskeard Town Council shall submit its safeguarding policy to Cornwall Council for approval. The Liskeard Town Council must incorporate any amendments to the policy which may be advised by Cornwall Council.

## **10. EQUIPMENT AND MATERIALS**

10.1 Except as otherwise specified in this Agreement, the Liskeard Town Council shall provide all equipment and materials reasonably necessary in order for it to carry out its obligations under this Agreement. Any equipment used by Liskeard Town Council belonging to Cornwall Council, which is damaged, lost or unduly worn due to negligence, misuse, or wilful action by the Liskeard Town Council or its employees or other persons for whose action it is responsible, must be replaced at the Liskeard Town Council's own expense.

## **11. CONFIDENTIALITY; DISCLOSURE OF INFORMATION; FREEDOM OF INFORMATION ACT 2000**



- 11.1 Nothing contained in this Agreement shall prevent the Parties from disclosing and/or publishing under the provisions of the Freedom of Information Act 2000, Data Protection Act 1998 and/or the Environmental Information Regulations 2004 any term or Condition or information contained in or relating to the formation of this Agreement.
- 11.2 The Parties shall co-operate with Cornwall Council and supply all necessary information and documentation required in connection with any request received by Cornwall Council under the Freedom of Information Act 2000, Data Protection Act 1998 and/or the Environmental Information Regulations 2004.
- 11.3 The Liskeard Town Council shall indemnify the Cornwall Council and shall keep the Cornwall Council indemnified against losses and indirect losses suffered or incurred by the Cornwall Council as a result of any breach of this clause 11.

## **12. STATUTORY OBLIGATIONS**

- 12.1 The Parties shall at all times comply with the requirements of:

12.1.1 the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements and Cornwall Council's policies and procedures relating to health and safety copies of which are available on request.

12.1.2 the Equality Act 2010 and all other relevant related statutory and regulatory requirements and Cornwall Council's policies and procedures, copies of which are available on request, relating to equal opportunities and shall not treat any person or group of people less favourably than another on the grounds of race, colour, religion, belief,

ethnicity, gender, age, disability, nationality, marital status or sexual orientation; and

12.1.3 all statutory and European and domestic statutory and regulatory requirements where relevant to the provision by the Parish Council of the Services and to be observed and performed in connection with this Agreement including any obligations binding upon Cornwall Council

and shall indemnify Cornwall Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever and howsoever arising in respect of any breach by the Parish Council of this clause 11.

### **13. GRATUITIES**

13.1 The Liskeard Town Council and its Staff shall not, whether itself, or by any person employed by it to comply with its obligations under this Agreement, solicit or accept any gratuity or any other reward, tip or any other form of money taking, collection or charge for any part of the services other than charges properly approved by Cornwall Council in accordance with the provisions of this Agreement.

### **14. AGENCY**

14.1 Neither the Liskeard Town Council nor its employees shall in any circumstances hold themselves out:

14.1.1 as being the servant or agent of Cornwall Council otherwise than in circumstances expressly permitted by this Agreement;

14.1.2 as being authorised to enter into any Agreement on behalf of Cornwall Council or in any other way to bind Cornwall Council to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or implicitly permitted by this

Agreement.

14.1.3 as having the power to make, vary, discharge or waive any bylaw or regulation of any kind.

## **15. ASSIGNMENT AND SUBCONTRACTING**

15.1 Cornwall Council shall be entitled to assign the benefit of this Agreement or any part thereof and shall give written notice of any assignment to the Liskeard Town Council.

15.2 The Liskeard Town Council shall not:

15.2.1 assign this Agreement or any part thereof or the benefit or advantage of this Agreement of any part thereof

15.2.2 sub-contract its obligations or any part thereof to any person without the previous written consent of Cornwall Council, which consent shall be at the absolute discretion of Cornwall Council and if given shall not relieve the Liskeard Town Council any liability or obligation under this Agreement and the Liskeard Town Council shall be responsible for the acts, defaults or negligence of any sub-contractor or sub-contractor's agents or employees in all respects as if they were the acts, defaults or negligence of the Liskeard Town Council or its agents, or employees.

## **16. WAIVER**

16.1 The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other or other provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder, operate as a waiver of any breach or default by the other Party.



## **17. HEADINGS**

- 17.1 The headings to the Clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

## **18. DISPUTE RESOLUTION**

- 18.1 Any disputes or differences arising between the Parties in respect of the construction or effect of this Agreement, or the rights, duties and liabilities of the Parties hereinunder, or any matter or event connected with or arising out of this Agreement shall be resolved by the Parties negotiating in good faith.
- 18.2 In the absence of resolution in accordance with clause 18.1 above the dispute may be referred by this Agreement of both Parties to a single mediator to be appointed in accordance with the mediation procedures of the Centre for Effective Dispute Resolution (CEDR) Model Mediation procedure 2001 or such later edition as may be in force from time to time or such other organisation which provides mediation services. The mediator shall be agreed upon by the Parties.
- 18.3 All costs of mediation shall be borne equally by the Parties unless otherwise directed by the mediator.
- 18.4 The submission of either Party to clause 18.2 above shall not limit their right to commence any proceedings in any court of competent jurisdiction in England and Wales.

## **19. FORCE MAJEURE**

- 19.1 Either Party reserves the right to defer the services provided under this Agreement if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Cornwall Council including, without limitation, acts of God, governmental actions, war or



national emergency, acts of terrorism, protests, riot, fire, explosion, flood, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies or adequate or suitable materials.

- 19.2 If the performance of a Party's obligations under this Agreement is in the opinion of that Party likely to be hindered, delayed or affected by a reason falling within Condition 19.1 the Party so affected shall promptly notify the other Party in writing of that fact. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

## **20. LEGAL PROCEEDINGS**

- 20.1 The Liskeard Town Council shall notify Cornwall Council immediately upon becoming aware of any accident, damage, or breach of any statutory provision relating in any way connected with this Agreement.
- 20.2 If requested to do so by Cornwall Council and at its own expense, the Liskeard Town Council shall provide Cornwall Council with any relevant information in connection with any litigation, arbitration or other dispute in which Cornwall Council may become involved or any relevant disciplinary hearing internal to Cornwall Council and shall give evidence in such inquiries or proceedings or hearings, arising in relation to this Agreement.
- 20.3 The Liskeard Town Council shall at its own expense fully assist the Cornwall Council, its internal auditors, the Local Government Ombudsman and the Independent Auditor, and any other body or person as may be specified by Cornwall Council with any investigations, enquiries or complaints relating to allegations of maladministration or other irregularities or improprieties in connection either directly or indirectly with the Agreement such assistance to include the prompt disclosure to such body or person as aforesaid of all relevant information and documentation.





## SCHEDULE 1

List of persons, organisations or bodies comprising the joint Management and Stakeholder Group

- Liskeard Town Council, Town Clerk, Chairman
- Community Link Officer
- Liskeard Town Council Officer (as required)
- Cornwall Council Officer
- Liskeard Town Councillor
- Cornwall Councillor



## SCHEDULE 2

### Part 1

#### Activities Permitted (but not limited to)

##### Live Music e.g.:

Brass/silver bands

Orchestras

Celtic/Folk/Jazz/Opera

Choirs

##### Performers e.g.:

Dance

Theatre

Music

Poetry

##### Events e.g.:

Concerts

Charity Performers

Celebrations

Displays

Exhibitions

Plays

Markets including Local and Continental Markets

Education and Information Exhibitions

Subject to clause 3.17, any other activities approved by the Management Group

Subject to clause 3.17, activities permitted shall be at the discretion of the Liskeard Town Council but excludes those set out in Schedule 2 Part II below.

Activities permitted shall also include:-

### Charity Fund Raising Activities and Events

Charities seeking to use the area to combine activities and entertainment with fundraising are to be encouraged. Charities seeking only to collect funds will be accommodated on nominated collecting points (agreed in writing by the Liskeard Council).

### Commercial Activities and Events

Private companies wishing to use the Gardens for promotional purposes will be accepted at a commercial rate as agreed. Commercial activities must not impact on the overall enjoyment of the Gardens for the public. If a Commercial activity is deemed inappropriate Cornwall Council reserves the right to refuse similar activities in the future.

### Political Activities

Any such activities shall only be permitted with the prior consent of Cornwall Council and will be subject to such controls as Cornwall Council and/or the Liskeard Town Council wish to impose following receipt of any comments/recommendations of the Management Group. In any event access to the Gardens shall not be restricted to any particular political party or group.

## **Part II**

### **Activities Not Permitted**

- Activities using heavy plant and machinery such as Fun Fairs, Steam Fairs, and Steam Engine Displays will be restricted as to their specific location.
- Activities that will or are likely to damage the surface and/or underlying material fabric of the Garden and/or the furniture of the Garden

- Activities which are likely to cause excessive noise or other form of nuisance or be offensive to morals or otherwise
- Activities that due to their size or nature is likely to be controversial or contentious and/or impact on the rest of the Town unless Cornwall Council has been consulted in writing and agree to it, prior to such Activity taking place.
- Any permitted Activities over Fourteen (14) consecutive days in any one (1) calendar year shall require an approved licence.

### **SCHEDULE 3**

#### **Obligations of the Liskeard Town Council**

1. To comply with the requirements of this Agreement and in particular the obligations listed in clause 3.
2. To arrange and maintain and pay for water and electricity supply if installed.
3. Not to construct erect or give permission for the construction or erection of any permanent object or objects in the Gardens without the prior written consent of Cornwall Council whose decision as to the suitability of such object or objects shall be final and binding.
4. To provide locks and keys for all gates, electric and water consoles.
5. To keep the grass cut and the Gardens generally in a tidy condition.



**Schedule 4**  
**Obligations of Cornwall Council**

1. To empty litter bins and collect refuse other than as provided above
  2. To manage the health and safety of the mature Trees now growing in the Garden.
  3. To maintain, repair and replace all walls, hedges and footpaths bounding the Gardens.
  4. To maintain, repair, renew and replace all pipes, wires, drains and other conduits required to provide a supply of electricity, water and drainage to existing infrastructure, other than that supplied by Liskeard Town Council.
  5. To maintain, repair and replace (where necessary) seats and benches
- Note- where upgrading of the existing site street furniture is required the income received under 6.3 shall be used before a request is made to Cornwall Council

**Schedule 5**

**The Plan**

